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MOTION:
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MOTION:
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MOTION: That at the request of the chairman of library board additional furnishings from Bids taken for Resolution 276-14 were being ordered from Group I Technical Furniture. These are steel shelving for $3,294.40 & 4 20-tray units for $516.68. 588

MOTION:
That records of County Court Clerk's Office for Feb. 1976 be accepted, treat same as read, approved, filed & made a matter of record. 588

MOTION:
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MOTION:
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MOTION:
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MOTION:
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MOTION:
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MOTION:
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MOTION:
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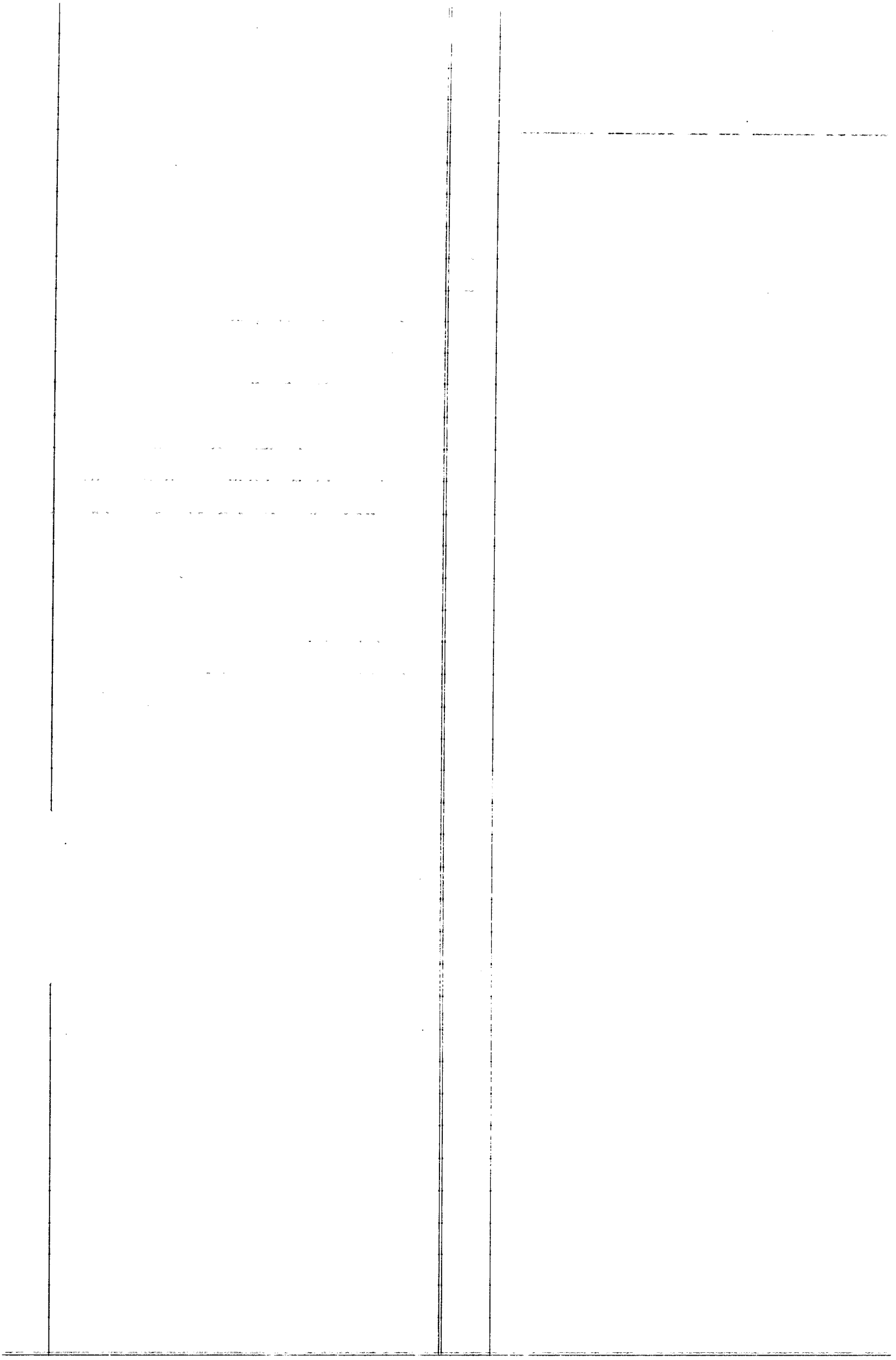

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April 7, 1976

"RESOLUTIONS"

Jan. 21, 1976, cont'd:

176-28 (Ref. Res. 1275-2):
Rezoning from Urban Res Dist to Single Lots Mobile Home Dist tract of land located at NE intersection of Bill Reed Rd & Woodland Dr. 114

176-29 (Ref. Res. 1275-3):
Approval of Single Lots Mobile Home Planned Unit Development on property located at NE intersection of Bill Reed Rd & Woodland Dr. 113

176-30:
Accepting bid of Thurman-Bryant Electric Co for Electrical Supplies to be used at New Silverdale Garage amt. to $3037.25. 129

176-31:
A Resolution to authorize Co Judge to enter into and execute a new & modified Agreement for provision of Architectural Services toward constructing a New Health Services component in Soddy-Daisy, Tn & to pay thereunder previously appropriated sums. 153

176-32:
A Resolution to authorize Co Judge to execute an offer to purchase Real Property Agreement & to pay certain amts thereunder for purposes herein described. 165

176-33:
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Rezoning from Rural Res Dist to Local Bus Dist trac t of land located at 7607 Hixson Pk, on W line of Hixson Pk N of Thrasher Pk. DENIED 177

276-2
Rezoning from Local Bus Dist to Whl sale & Light Ind Dist tract of land located at 9101 E Brainerd Rd, being on N line of E Brainerd Rd W of Banks Rd DENIED 179

276-3
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Feb. 18, 1976

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276-11:
A Resolution to authorize Co Judge to submit Grant Applications to Tenn Law Enforcement Planning Agency for Funding of certain programs, & to pay the County Share therefor. 209

276-12:
A Resolution to authorize County Judge to accept Two 12 Passenger Vans & to procure Communication equipment & Operational Costs for same in order to provide transportation services to Rural Residents of Hamilton Co. 213

276-13:
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276-14:
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276-16:
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276-17:
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276-18:
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March 24, 1976

"RESOLUTIONS"

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April 7, 1976

"RESOLUTIONS"

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"RESOLUTIONS"

May 12, 1976

Jan. 7, 1976

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Res 176-2:
Rezoning from Agr Dist to Local Bus Dist tract of land located between Dallas Hollow Rd & Hunt St, No of Hixson Pike. 5

Res 176-3:
Rezoning from Agr Dist to Local Bus Dist tract of land located at NE intersection of Birchwood Pk & Igou Ferry Rd. 7

Jan. 21, 1976

Res 176-28 (Ref. Res. 1275-2):
Rezoning from Urban Res Dist to Single Lots Mobile Home Dist tract of Land located at NE intersection of Bill Reed Rd & Woodland Dr. 114

Res 176-29 (Ref. Res 1275-3):
Approval of Single Lots Mobile Home Planned Unit Dev on property located at NE intersection of Bill Reed Rd & Woodland Dr. 113

Feb. 4, 1976

Res 276-1
Rezoning from Rural Res Dist to Local Bus Dist tract of land located at 7607 Hixson Pk, being on W line of Hixson Pk N of Thrasher Pike (Lawrence C & Pauline Day). DENIED. 177

Res 276-2:
Rezoning from Local Bus Dist to Whl sale & Light Ind dist tract of land located at 9101 E Brainerd Rd, being on N line of E Brainerd Rd W of Banks Rd, being on N line of E Brainerd Rd W of Banks Rd. DENIED 179

March 3, 1976

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Jan. 7, 1976

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Res 176-31 A Resolution to authorize Co Judge to enter into & execute a new & modified agreement for provision of architectural services toward constructing a new Health Services Component in Soddy-Daisy, Tn & to pay thereunder previously appropriated sums. 153

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March 3, 1976

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April 7, 1976

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April 21, 1976

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March 3, 1976

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ZONING REGULATIONS: 376-5 A Resolution to adopt amendment to Ham Co Zoning Regulations & related ordinances of certain Municipalities concerning front yard setback depths on Subdivision Lots. (NO ACTION NEEDED)	338
ZONING REGULATIONS: 376-6 A Resolution to amend Ham Co Zoning Regulations to permit operation of Open Air Markets subject to Conditional Permit Provisions by Board of Zoning Appeals & to amend permitted uses in Wholesale & Light Industry Districts.	340
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March24, 1976

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J A N U A R Y T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, JANUARY 7, 1976

BE IT REMEMBERED, That on this the 7th day of January, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Larry Draper, Woodland Park Baptist Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * * *

JANUARY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, January 7, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

PUBLIC NOTICE
OF MEETING OF
COUNTY COUNCIL OF
HAMILTON COUNTY,
TENNESSEE
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Don Moore, County Judge
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PUBLIC NOTICE
OF MEETING OF
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Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, WEDNESDAY, DECEMBER 24, 1975.

JANUARY TERM 1976

Appl. #162

State of Tennessee
Hamilton County

January 7, 1976

A RESOLUTION

NO. 176-1

TITLE REZONING FROM AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT A TRACT OF LAND LOCATED IN THE 7900 BLOCK OF HARPER ROAD, BEING ON THE SOUTH LINE OF HARPER ROAD, SW OF THRASHER PIKE. THIS TRACT BEGINS SOME 1900' SW OF THE INTERSECTION OF THRASHER PIKE AND HARPER ROAD, FRONTS 170.59' ON THE SOUTH LINE OF HARPER ROAD AND EXTENDS SE 400.98', THENCE SW 380', THENCE SE 792.83', THENCE NE 681.15', THENCE NW 794.54' TO HARPER ROAD, THE POINT OF BEGINNING.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Preston Maddox petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located in the 7900 Block of Harper Road, being on the south line of Harper Road, southwest of Thrasher Pike, and said Planning Commission after hearing recommended that said petition be approved; and

WHEREAS, Preston Maddox requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on January 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Agricultural District to R-1 Residential District a tract of land located in the 7900 Block of Harper Road, being on the South line of Harper Road, SW of Thrasher Pike. This tract begins some 1900' SW of the intersection of Thrasher Pike and Harper Road, fronts 170.59' on the South line of Harper Road and extends SE 400.98', thence SW 380', thence SE 792.83', thence NE 681.15', thence NW 794.54' to Harper Road, the point of beginning.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Long
Member of the County Council

Action taken.....

ON MOTION of Councilman Long, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that the Planning Commission had recommended approval. No one appeared in opposition.)

JANUARY TERM 1976

State of Tennessee
Hamilton County

Appl. #165

January 7, 1976

A RESOLUTION

NO. 176-2

TITLE REZONING FROM AGRICULTURAL DISTRICT TO LOCAL BUSINESS DISTRICT A TRACT OF LAND LOCATED BETWEEN DALLAS HOLLOW ROAD AND HUNT STREET, NORTH OF HIXSON PIKE. THIS TRACT BEGINS SOME 700' NORTH OF HIXSON PIKE, FRONTS SOME 320' ON THE EAST LINE OF RELOCATED DALLAS HOLLOW ROAD AND EXTENDS EAST 100' TO HUNT STREET, THENCE SE, ALONG THE WEST LINE OF HUNT STREET, 350', THENCE WEST, ALONG THE NORTH LINE OF THE RED FOOD STORE PROPERTY, 174' TO DALLAS HOLLOW ROAD, THE POINT OF BEGINNING, BEING PART OF LOT 5, MARY A. MILLER DIVISION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, W. O. Nelson and Sam E. Keese petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located between Dallas Hollow Road and Hunt Street, North of Hixson Pike, and said Planning Commission after hearing recommended that said petition be approved; and

WHEREAS, W. O. Nelson and Sam E. Keese requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on January 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Agricultural District to Local Business District a tract of land located between Dallas Hollow Road and Hunt Street, north of Hixson Pike. This tract begins some 700' north of Hixson Pike, fronts some 320' on the east line of relocated Dallas Hollow Road and extends east 100' to Hunt Street, thence SE, along the west line of Hunt Street, 350', thence west, along the north line of the Red Food Store property, 174' to Dallas Hollow Road, the point of beginning, being part of Lot 5, Mary A. Miller Division.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Long
Member of the County Council

Action taken.....

ON MOTION of Councilman Long, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that the Planning Commission had recommended approval. No one appeared in opposition. The applicant was present.)

JANUARY TERM 1976

Appl. #171

State of Tennessee
Hamilton County

January 7, 1976

A RESOLUTION

NO. 176-3

TITLE REZONING FROM AGRICULTURAL DISTRICT TO LOCAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT THE NE INTERSECTION OF BIRCHWOOD PIKE AND IGOU FERRY ROAD. THIS TRACT BEGINS AT THE NORTH LINE OF IGOU FERRY ROAD, FRONTS 125' ON THE EAST LINE OF BIRCHWOOD PIKE AND EXTENDS EAST 150', THENCE SW 200' ON IGOU FERRY ROAD, THENCE NW, ALONG THE NORTH LINE OF IGOU FERRY ROAD, 125' TO BIRCHWOOD PIKE, THE POINT OF BEGINNING, BEING A PART OF THE NW QUARTER OF SECTION 2, TOWNSHIP 4, RANGE 3, WEST OF THE BASIS LINE, OCOEE DISTRICT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Virginia K. Bettis, petitioned the Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at the NE intersection of Birchwood Pike and Igou Ferry Road and said Planning Commission after hearing recommended that said petition be approved; and

WHEREAS, Virginia K. Bettis requested that the County Council consider said petition and notice has been published in a newspaper in general circulation that the County Council would hold a public hearing on January 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Agricultural District to Local Business District a tract of land located at the NE intersection of Birchwood Pike and Igou Ferry Road. This tract begins at the north line of Igou Ferry Road, fronts 125' on the East line of Birchwood Pike and extends east 150', thence SW 200' to Igou Ferry Road, thence NW, along the north line of Igou Ferry Road, 125' to Birchwood Pike, the point of beginning, being a part of the NW quarter of Section 2, Township 4, Range 3, west of the basis line, Ocoee District.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Carol V. Ricketts
Member of the County Council

Action taken.....

ON MOTION of Councilman Ricketts, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that the Planning Commission had recommended approval. No one appeared in opposition. Ms. Bettis was present.)

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 7, 1976

A RESOLUTION

NO. 176-4

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO SUCH AGREEMENTS WITH VENDORS AS MAY, FROM TIME TO TIME, BE NECESSARY TO INSURE THE PROVISION OF VENDING-TYPE SERVICES IN SUCH COUNTY FACILITIES AS MAY, FROM TIME TO TIME, REQUIRE SUCH SERVICES ON A RELIABLE BASIS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, from time to time, certain County facilities require certain vending-type services, which services may be provided by vendors upon such terms and conditions as might, from time to time, be most favorable to Hamilton County towards the ends desired; and

WHEREAS, in order to meet such aforesaid vending needs in a manner which is reliable and remunerative for Hamilton County, it is necessary that agreements be reached with such vendors as may, from time to time, be willing and capable of providing the desired services upon such terms and conditions as might be required.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into such agreements with vendors as may, from time to time, become necessary to insure that County facilities requiring vending-type services are served reliably by such vendors upon such terms and conditions as may then be most beneficial to Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Don Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

(Judge Moore stated that the County has a contract with vending companies for vending machines at the County park and there will be vending machines in the new justice building in areas not served around the clock by the blind operator--in areas away from his stand.)

State of Tennessee
Hamilton County

JANUARY TERM 1976

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-5

TITLE ACCEPTING BIDS OF TENNESSEE METAL CULVERT CO. FOR A PORTION OF BRIDGE STEEL AMOUNTING TO $3172.00, AND SISKIN STEEL CO. FOR THE REMAINING PORTION OF BRIDGE STEEL AMOUNTING TO $2490.84.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR BRIDGE STEEL FOR THE HIGHWAY DEPARTMENT.

WHEREAS, THE BIDS OF TENNESSEE METAL CULVERT FOR $3,172.00 AND SISKIN STEEL CO. FOR $2490.84 WERE CONSIDERED TO BE THE LOWEST AND BEST BIDS RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BIDS OF TENNESSEE METAL CULVERT CO. AND SISKIN STEEL CO. ARE HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF THE COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * * *

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 15, 1975

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: BRIDGE STEEL
SEE ATTACHED SPECIFICATIONS

DATE: DECEMBER 29, 1975

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

(Judge Moore stated that these totaled about $5500 and were the lowest and best bids.)

ARMCO DISTRIBUTOR

Tennessee Metal Culvert Co.

KNOXVILLE • CHATTANOOGA • NASHVILLE

Quotation No.:

Sheet of

QUOTATION

PROJECT: Hamilton County Highway Department
1110 Dayton Blvd.
Chattanooga, Tennessee

Reply to: P. O. Box 967
Chattanooga, Tn. 37401

Letting: Date 12-29-75
Time 10:00 AM
Place Purchasing Department

Re: Banks Road Bridge

Galv. Steel Bridge Plank (No. 10 Gage in 12'-0" Lengths)	672 Sq. Ft.	@4.00	2688.00
Galv. Steel End Dams (No. 10 Gage)	56 L. F.	@1.00	56.00
Galv. Steel Guard Rail (No. 12 Gage)	50 L. F.	@3.50	175.00
Galv. Guard Rail Posts (4" x 6" x 5'-0"-8.5 Lbs.)	10 Ea.	@19.50	195.00
Galv. Steel Terminal Sections	4 Ea.	@14.50	58.00
			$3172.00

Terms: 2% - 30 Days

Delivery: Immediately from stock.

ACCEPTANCE

Subject to being awarded the contract, we hereby order required material at the above unit price.

By

Title Date

Tennessee Metal Culvert Co.

By W. C. Lindenwood

Title Vice-President

JANUARY TERM 1976

Customer Copy

SISKIN STEEL & SUPPLY Co.

P. O. BOX 1191 — AREA 615/265-3671

CHATTANOOGA, TENNESSEE 37401

QUOTATION

Office of the Purchasing Agent
Hamilton County, Tennessee
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

DATE December 22, 1975

Attention: Mr. P. K. Richard
Director of Purchasing

YOUR INQUIRY DATED December 15, 1975 WE OFFER:

QUANTITY	DESCRIPTION	WEIGHT	UNIT PRICE	EXTENSION
5 Ea.	16" WF 36 Lb. x 60' lg. (A-7)	10,800#	$16.25 Cwt.	$ 1,755.00
1 Ea.	16" WF 36 Lb. x 30' Lg. (A-7)	1,080#	16.25 Cwt.	175.50
4 Ea.	3/8" x 9" x 10/12' long Flat Bar Stock, Hot Rolled	459#	16.33 Cwt.	74.95
2 Ea.	3/4" x 7" x 10/12' long Flat Bar Stock, Hot Rolled	357#	15.97 Cwt.	57.01
2 Ea.	6" x 3-1/2" x 1/2" x 30' long Bar Angle, (A-7)	918#	17.20 Cwt.	157.90
1 Ea.	6" x 6" x 1/2" x 30' long Bar Angle (A-7)	588#	16.42 Cwt.	96.55
6 Ea.	3-1/8" x 3-1/2" x 1/4" x 30' long Bar Angle (A-7)			
OFFER:				
6 Ea.	3-1/2" x 3-1/2" x 1/4" x 30' long Bar Angle (A-7)	1,044#	16.66 Cwt.	173.93

FOB: Delivered SHIPMENT: From Stock

TERMS: 1/2% - 10 days; 30 net

Unless otherwise noted, prices & delivery are subject to change without notice, and are based on the quantity shown. A change in quantity may result in a change in price.

This quotation is subject to all applicable laws and to conditions beyond our control, and material offered is subject to prior sale.

SISKIN STEEL & SUPPLY CO., INC.

By Elder Jones

Elder Jones

"Speedy Steel Service"

JANUARY TERM 1976

State of Tennessee
Hamilton County

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-6

TITLE ACCEPTING THE BID OF TENNESSEE STATE INDUSTRIES FOR BED SPRING ASSEMBLIES AND BUNK BED FRAMES FOR PENAL FARM.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR FIFTY EACH NO SAG BED SPRINGS ASSEMBLIES AND TWENTY-FIVE EACH BUNK BED FRAMES FOR THE PENAL FARM.

WHEREAS, THE BID OF TENNESSEE STATE INDUSTRIES FOR A TOTAL OF $2550.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF TENNESSEE STATE INDUSTRIES IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * * *

(Judge Moore stated that this was the lowest and best bid.)

JANUARY TERM 1976

Jack Rogers

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 4, 1975

INVITATION TO BID - HAMILTON COUNTY

$1,700.00

JECT: 50 EA. - NO SAG BED SPRING ASSEMBLIES - SPRING TO BE 36 X 74 $34.00 EA.

25 EA. - BUNK BED FRAMES FOR NO SAG SPRINGS (FOOT & HEAD BOARD SET) $34.00
64" HIGH $850.00
37 3/4" WIDE
BOTH ARE TO BE METAL AND NON-FOLDABLE

$2,550.00

DECEMBER 18, 1975

M: 10:30 A.M.

ICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

KR/HP

JANUARY TERM 1976

State of Tennessee
Hamilton County

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-7

TITLE ACCEPTING THE BID OF SOUTHERN INFRA-RED ENGINEERING CO. FOR SIXTEEN INFRA-RED HEATERS AT $215.00 EACH AND SIX THERMOSTATS AT $37.50 EACH, BID TOTALING $3450.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR INFRA-RED HEATERS FOR THE HIGHWAY ENGINEERING DEPARTMENT.

WHEREAS, THE BID OF SOUTHERN INFRA-RED ENGINEERING CO. FOR SIXTEEN (16) INFRA-RED HEATERS AT $215.00 EACH AND SIX (6) THERMOSTATS AT $37.50 EACH, TOTALING $3450.00, WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF SOUTHERN INFRA-RED ENGINEERING CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Don Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these heaters are designed for open space heating at both the Silverdale and the White Oak garages.. The gas company said that this type of heater will save as much as 40% over other types of gas heaters.)

SOUTHERN *Infra-Red* ENGINEERING COMPANY

P. O. BOX 217 ROSWELL, GEORGIA 30075

(404) 993-6113

December 2, 1975

Mr. Carlos Wilson, Engineer
Hamilton County
Court House Annex
Chattanooga, Tennessee

Dear Carlos:

We are pleased to quote and recommend a Perfection Schwank, Gas-Fired, Infra-Red Heating System to heat your Vehicle Repair Shop in Siverdale, Tennessee. Enclosed is a print indicating our recommendations for your heating system.

The following is a cost breakdown of the recommended equipment:

16 ~~Ten (10)~~	JC50DKN, 50,000 BTUH Perfection, Infra-Red Heaters, Automatic Ignition.	$215.00 each Total ~~$2150.00~~
6 ~~Four (4)~~	IR 176 Thermostats	$ 37.50 each Total ~~$ 150.00~~

Prices are quoted f.o.b. job site. Terms are net 30 days.

The Perfection system is unique in that it heats the floor and objects first and the floor heats the air. Cool drafts and cold spots are eliminated, and temperature uniformity is assured. Since the floor serves as a heat sink, the ability to recover temperature is much faster than a conventional forced air heating system. This is a particilar advantage in a service area, where large doors are frequently opened. Other advantages include less maintenance and lower operating cost. We estimate your cost of operating to be approximately $500.00 per heating season.

Carlos, we trust our recommendations and quotation meets with your favorable approval. We look forward to serving you in the near future.

Sincerely yours,
SOUTHERN INFRA-RED
ENGINEERING CO.

Payton Griffith

JANUARY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 9, 1975

INVITATION TO BID-HAMILTON COUNTY

SUBJECT: 10 EA. INFRA-RED HEATERS
(SEE ATTACHED SPECIFICATIONS)

DATE: DECEMBER 22, 1975

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

State of Tennessee
Hamilton County

JANUARY TERM 1976

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-8

TITLE ACCEPTING THE BID OF STANDARD REGISTER CO. FOR PAYROLL CHECKS AND EMPLOYEE MASTER CARDS, AMOUNTING TO $927.45.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR 61,500 EACH PAYROLL CHECKS AND 15,000 EMPLOYEE MASTER CARDS FOR THE DATA PROCESSING DEPARTMENT.

WHEREAS, THE BID OFSTANDARD REGISTER CO. FOR $927.45 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF STANDARD REGISTER CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Don Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * * *

(Judge Moore stated that the County would begin printing the County checks the first of February. This was the lowest and best bid.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 23, 1975

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 61,500 EA. PAYROLL CHECKS
15,000 EA. EMPLOYEE MASTER CARDS
SEE ATTACHED SPECIFICATIONS

DATE: JANUARY 5, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

JANUARY TERM 1976

THE STANDARD REGISTER COMPANY, DAYTON, OHIO 45401

Business forms and equipment for paperwork simplification

WE ARE PLEASED TO SUBMIT OUR QUOTATION FOR YOUR CONSIDERATION IN THESE QUANTITIES ACCORDING TO SPECIFICATIONS BELOW. SEE OUR WARRANTIES ON THE REVERSE SIDE HEREOF.

QUOTATION
305086

NAME: HAMILTON COUNTY, TENNESSEE

ADDRESS: 1110 DAYTON BLVD.

CITY, STATE: CHATTANOOGA, TENN. 37402

ATTN.: MR. P. K. RICHARD, DIRECTOR OF PURCHASING

THIS QUOTATION WILL BE EFFECTIVE FOR: 10 DAYS FROM THIS DATE 1/5/76

FORM NAME & NUMBER	FORM SIZE WIDTH X LENGTH	COLOR INK-FRONT	COLOR INK-BACK

CONSECUTIVE NUMBERS FROM TO	QUANTITY	PLY	QUANTITY	PLY	QUANTITY	PLY
PERFORATIONS	PRICE PER M SETS $		PRICE PER M SETS $		PRICE PER M SETS $	

FASTENING

DELIVERY

PRICES F.O.B. OUR FACTORY UNLESS OTHERWISE SPECIFIED

TERMS: NET 30 DAYS

GENERAL SPECIFICATIONS, SPECIAL OR MECHANICAL EQUIPMENT

61,500 PAYROLL CHECKS - $11.80 per thousand

15,000 EMPLOYEE MASTER CARDS - $13.45 per thousand

FORMS TO BE PRODUCED EXACTLY LIKE SPECIFICATIONS RECEIVED FROM

JIM GLASS, OF THE HAMILTON COUNTTY DATA PROCESSING DEPARTMENT.

BY THE STANDARD REGISTER COMPANY Homer Hannah ADDRESS CITY STATE 1-3-76

3928 REV. 10/74

JANUARY TERM 1976

TO:

Hamilton County Purchasing Department
Chattanooga, Tennessee 37415.

Murray Printing & Office Supply, Inc.
3385-99 North Hawthorne Street
Chattanooga, Tennessee 37406

SUBJECT

Quotation: (Bid)

DATE 1-2-76

MESSAGE Gentlemen:

The following quotation is based on the premises that a combination order (all three checks and Employee Master Payroll Card) is placed simultaneously with this company. Delivery would be made within approximately 5 to 6 weeks from placement of order. Original copies of XEROXED material in Hamilton County Specifications for this bid must be supplied Murray Printing.

15M	Employee Master Payroll Cards	$12.59/M	
15M	Printed in all Blue Ink	@$12.59/M =	188.8
61 1/2M	Checks in Combination	$13.47/M	
61 1/2M	Printed in all Black Ink	@$13.47/M =	828.4

Bid Total Per Specifications $1,017.

Alternate Bid

15M	Employee Master Payroll Cards	$12.59/M	
15M	Printed in all Blue Ink	@$12.59/M	188.8

SIGNED

REPLY DATE REPLY TO

65M	Checks in Combination (5,000 of Check Specifications call for 1,500 of $12.75/M		
65M	Printed in all Black Ink @$12.75/M		828.7

Alternate Bid Total $1017.6

Thank you,

David A. Kington

David A. Kington
SIGNED

30

RETURN THIS COPY TO SENDER

QUOTATION

SYSTEMS ASSOCIATION, INC.

P. O. Box 3279 - 1412-14 McCallie Avenue
Chattanooga, Tennessee 37404
Telephone (615) 698-0281

Quotation No. 1078

Date January 2, 1976

Your Inquiry Dated December 23, 1975

Your Inquiry No.

Office of Hamilton County Purchasing
1110 Dayton Boulevard
Chattanooga, Tennessee 37415
ATTN: P. K. RICHARD, DIRECTOR OF PURCHASING

In reply to your inquiry, we are pleased to submit the following quotation:

QTY	DESCRIPTION	PRICE
61,500	Payroll Checks - 1-part Continuous Three Lots: Blue 24 lb. Safety Paper Pink 24 lb. Safety Paper Buff 24 lb. Safety Paper	$13.27 per M
	The weight of paper required for Employee Master Cards is not specified; therefore, we have priced below 2 weights of paper as follows:	
15,000	Employee Master Cards - 32 lb. Ledger - Color White	$10.71 per M
15,000	Employee Master Cards - 90 lb. Tag - Color White	$11.30 per M

TERMS:	F. O. B.	ESTIMATED SHIPPING DATE:
Net 30 days	Delivered	Three Weeks

By R. L. Outler
R. L. Outler, Representative

JANUARY TERM 1976

Paramount Services, Inc.

POST OFFICE BOX 3255 • CHATTANOOGA, TENNESSEE 37404

January 1, 1976

Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Gentlemen:

As per specifications furnished us, we take pleasure in quoting on your printing requirements as follows:

30,000 YELLOW Hamilton County Payroll Checks,

30,000 PINK Board of Education GPS Fund Payroll Checks,

1,500 BLUE Board of Education 89.10 Fund Payroll Checks,

TOTAL 61,500 Checks @ $21.58 per M, $1,327.17

15,000 Employee Master Cards @ $18.85, 282.75

$1,609.92

F. O. B. Chattanooga. TERMS: Net 30 days.

PARAMOUNT SERVICES, INC.

T. R. Hughes

State of Tennessee
Hamilton County

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

JANUARY TERM 1976

RESOLUTION

NO. 176-9

TITLE ACCEPTING THE BID OF GRAHAM PAPER CO. FOR 500 CASES OF PAPER TOWELS AT A PRICE OF $6.83 PER CASE, TOTALING $3415.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR 500 CASES OF PAPER TOWELS FOR THE STOCKROOM.

WHEREAS, THE BID OF GRAHAM PAPER CO. TOTALING $3415.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF GRAHAM PAPER CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was the lowest and best bid.)

JANUARY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 23, 1975

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 500 CASES PAPER TOWELS - MULTI-FOLD
(A SAMPLE MUST BE FURNISHED)

DATE: 1-2-76

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

GRAHAM PAPER COMPANY

1919 ROSSVILLE AVENUE
POST OFFICE BOX 6096
CHATTANOOGA, TENN. 37408
TELEPHONE 615/267-5601

CHARLES C. HEIRONIMUS
MANAGER

Dec. 30, 1975

Mr. P.K. Richard
Hamilton County Purchasing
Chattanooga, Tn.

Dear Sir:

We are pleased to quote on the following item.

500 cs. # 20S Thrifty M.F. Towels		
9-3/8" x 9½"	375/pkg.	3,750 towels per cs.
23# per cs.	F.O.B. Chattanooga	6.83 Cs.

I thank you for the opportunity to quote on this item and if we can be of any help on any futhur items please feel free to call on us.

Thank you,

Cecil Gilliland

Cecil Gilliland

GENERAL OFFICES 1014 to 1030 SPRUCE STREET ST. LOUIS MISSOURI 63102
ALBUQUERQUE ▪ ATLANTA ▪ BIRMINGHAM ▪ CHATTANOOGA ▪ CHICAGO ▪ DALLAS ▪ DENVER ▪ EL PASO ▪ HOUSTON ▪ JACKSON ▪ KANSAS CITY ▪ KNOXVILLE
LOUISVILLE ▪ LUBBOCK ▪ MEMPHIS ▪ MINNEAPOLIS ▪ NASHVILLE ▪ NEW ORLEANS ▪ OKLAHOMA CITY ▪ PHOENIX ▪ SAN ANTONIO ▪ ST. LOUIS ▪ TUCSON ▪ WICHITA

JANUARY TERM 1976

CHATTANOOGA PAPER & WOODENWARE CO.
WHOLESALE
PAPER · PAPER BAGS · TWINE · WOODENWARE · ETC.

CORNER MAIN AND
WILLIAMS STREETS
ZIP 37408

CHATTANOOGA, TENNESSEE

PHONE: 266-2156
P. O. BOX 750
CHATTANOOGA, TN 37401

December 31, 1975

Mr. P. K. Richard
Director of Purchasing
Hamilton County
Chattanooga, Tenn.

Dear Mr. Richard:

Thank you for your invitation to bid on paper towels for Hamilton County. We are pleased to bid as follows:

500 Cases	Towels, Paper, Multifold, Brown Kraft, 9½" x 9¼", 3,750 Towels per case, Sample enclosed, Crown Zellarbach #999	6.93 per Case

Terms: 1% 15 Days Net 30

F.O.B. Your Dayton Blvd. Warehouse

This item is a regular stock product with us and can be filled as your requirements arise.

This price is guaranteed through April 30, 1976.

Very truly yours,

CHATTANOOGA PAPER & WOODENWARE CO.

W. M. Taff

WMT:pmc
Enclosure

State of Tennessee
Hamilton County

JANUARY 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-10

TITLE ACCEPTING THE BID OF ESTES EQUIPMENT CO. FOR ONE 12,000 GALLON UNDERGROUND STORAGE TANK FOR DIESEL FUEL, AMOUNTING TO $2,134.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE 12,000 GALLON UNDERGROUNG STORAGE TANK FOR DIESEL FUEL FOR THE LANDFILL.

WHEREAS, THE BID OF ESTES EQUIPMENT CO. FOR $2,134.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED .

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF ESTES EQUIPMENT CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this would mean a savings of about 2 or 3¢ a gallon on diesel fuel.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 23, 1975

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1) 12,000 GAL. UNDERGROUND STORAGE TANK FOR DIESEL FUEL. MINIMUM 1/4" GAUGE METAL WITH UNDERWRITERS LABEL AND WITH MIDWEST OPENING.

DELIVERY DATE NEEDED ON BID.

F.O.B. CHATTANOOGA, TN.

DATE: JANUARY 2, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

JANUARY TERM 1976

Proposal

Page No. 1 of 1 Pages

ESTES EQUIPMENT COMPANY, INC.

HICKORY AT 27th STREET
CHATTANOOGA, TENN. 37408
Telephone 698-8971

PROPOSAL SUBMITTED TO:	PHONE:	DATE: December 29, 1975
NAME: Hamilton County, Tennessee	JOB NAME:	
STREET: Office of the County Judge	STREET:	
CITY: Chattanooga, Tennessee 37402	CITY:	STATE:
STATE: Attn: P.K. Richard	ARCHITECT:	DATE OF PLANS:

We hereby submit specifications and estimates for:

1 - 12,000 Gallon underground storage tank for diesel fuel.
Minimum 1/4" Gauge metal with underwriters label and
with midwest opening. ----------$2,134.00

Delivery - 2 weeks

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:
TwoThousandOneHundredThirtyFour & n0/100 dollars ($ 2,134.00) with payment to be made as follows:

Net - 30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Gary Estes

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Signature _____

Date _____ Signature _____

Page No. of Pages

Quotation & Contract

UNITED OIL EQUIPMENT, INC.

NO. Q 106

P. O. Box 5270 915 Appling St. at Amnicola Hwy.
CHATTANOOGA, TENN. 37406
Phone (615) 698-8511

PROPOSAL SUBMITTED TO	PHONE	DATE
HAMILTON COUNTY PURCHASING DEPT.		12-24-75
STREET	JOB NAME	
1110 DAYTON BLVD.	ATTN: MR P.K. RICHARD	
CITY, STATE AND ZIP CODE	JOB LOCATION	
CHATTA, TENN.	PURCHASING AGENT DIRECTOR	

We are pleased to submit this quotation of our interpretation of your requirements.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 -	12,000 GALLON UNDERGROUND STORAGE TANK	2570.00	2,570.00
	96"X 31'11" U/L APPROVED - 1/4" STEEL		
	MIDWEST OPENINGS DELIVERED TO CHATTANOOGA		

F.O.B.	DELIVERY WILL BE	SALES TAX	
CHATTANOOGA	10 TO 15 DAYS (APPROX)		N/A
QUOTATION SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE.		TOTAL	2570.00

Acceptance of Quotation— The prices, specifications and Conditions of Sale are satisfactory and are hereby accepted.

Authorized Signature and Date

UNITED OIL EQUIPMENT, INC.

Signature Larry K. Lee
Salesman

Signature
General Manager

JANUARY TERM 1976

MILLS & LUPTON SUPPLY COMPANY
CHATTANOOGA, TENNESSEE

PHONE 266-6171

QUOTATION

To Hamilton County Purchasing Dept.
1110 Dayton Blvd.
Chattanooga, Tenn. 37415

Date December 31, 1975

Attention: P.K. Richard

EM NO.	QUANTITY	ARTICLE	UNIT PRICE	TOTAL LIST	DISCOUNT	AMOUNT
	1	12,000 Gallon Underground Storage Tank for				2751.76
		Diesel Fuel 1/4" Steel Plate, UL Label,				
		Midwest Engineers, 96" Dia. x 31 Ft. 11" long.				
		Weight 7000#				
		F.O.B: Chattanooga, Tenn.				
		TERMS: Net 30 Days				
		DELIVERY: 2 weeks				
		MILLS & LUPTON SUPPLY COMPANY				
		J. L. Minyard				
		J. L. Minyard				
		Sales Representative				

ANGZL

State of Tennessee
Hamilton County

January 7, 1976

A RESOLUTION

NO. 176-11

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO AN AGREEMENT WITH HENSLEY-SCHMIDT, INC. AND TO PAY CERTAIN AMOUNTS THEREUNDER FOR THE PROVISION OF CERTAIN PROFESSIONAL CONSULTING SERVICES RELATING TO THE COUNTY COURT HOUSE GROUNDS AND SURROUNDING AREAS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the grounds surrounding the Hamilton County Court House offer numerous unique opportunities for functional improvement and a gathering points for the community; and

WHEREAS, in order to maximize the aforesaid potentials it is essential that a master plan of development be prepared by professional consultants; and

WHEREAS, the Hensley-Schmidt, Inc., consulting firm has offered to provide Hamilton County with a developmental master plan for said Court House grounds.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into the attached agreement and attached scope of services (but no additional services shall be provided by Hensley-Schmidt, Inc. without the prior written approval of the County Judge as to scope, amount, and cost thereof) with Hensley-Schmidt, Inc., for professional consulting services relating to the preparation of a developmental master plan for the County Court House grounds and surrounding areas, in the original amount of Three Thousand Dollars ($3,000.00), plus necessary additional services, same to be paid out of the County General Fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Don Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was part of the effort to work out a master plan for the area in which the Court House is located. Judge Moore stated that the grounds are 3 acres and the Court House and paved areas occupy about 1 acre. The property was used about 12 to 15 times during the past year for plays and musical performances. Under a master plan county employees would construct a stage and an amphitheater arrangement on the premises and this would allow this type of activity and art shows, etc., to be shown to as many as 1,000 people on the premises. This would be a most appropriate time--the 200th year--to begin developments on one of the area's most attractive settings.)

HENSLEY-SCHMIDT, INC.
CONSULTANTS

PLEASE REPLY TO:
1212 AMERICAN NATIONAL
BANK BUILDING
CHATTANOOGA, TENN. 37402

December 31, 1975

Acct. #200-16

The Honorable Don Moore
County Judge
Hamilton County Court House
Chattanooga, Tennessee 37402

Dear Judge Moore:

As a result of our recent meeting and discussion concerning the Court House grounds, I have become more excited and enthusiastic concerning the potential use of this property for the benefit of all. There is no doubt in my mind that both the grandeur of the Court House and the physical development of the abundant green spaces around it can add to the visual delight as well as to the function of the property. As you pointed out, the use of our present open spaces must be maximized for both visual appeal and leisure time uses.

We are deeply appreciative of the opportunity to submit this proposal and look forward to the opportunity of working with you and your staff on it. Best wishes for a happy New Year.

Sincerely yours,

HENSLEY-SCHMIDT, INC.

Colman S. Hochman

Colman S. Hochman, L.A.
Manager, Land and Environmental
Planning Section

CSH/nf
Attachment

JANUARY TERM 1976

PROPOSAL FOR MASTER PLAN DEVELOPMENT
Hamilton County Court House, Chattanooga, Tennessee

SCOPE OF SERVICES

The grounds surrounding the Hamilton County Court House offer numerous unique opportunities as gathering points for the community. The entire property is approximately three acres of which the Court House and paved areas occupy approximately one acre. Strategically located, the Court House is the focus of many community economic and political functions. Because of its location, it has the opportunity of developing cultural and social aspects of community life.

The use of open space surrounding the Court House can be manifold. Partly buffered from street activities, its physically separated areas can hold many community-type functions. Art and craft shows, displays, and exhibits can be shown when the property is properly developed. Also, a stage or platform can be developed from which speeches, concerts, chorals, debates, and various other outdoor programs can occur. Many communities with a similar type of facility have programs occurring in the downtown open spaces at lunchtimes and, of course, for special occasions.

The development of the property is particularly appropriate in this bicentennial year. Throughout the country, Americans are looking at their heritage, historic buildings, and cultural places of interest to find renewed interest in roots of their

past. The Court House, more than any other structure, symbolizes the American way of life. So it is fitting and proper that the use of space around the Court House be enhanced to augment the many functions that may occur.

The purpose of the master plan will be to embody the above concepts and those offered by others in a plan drawn for public display. This plan will show all features of development, including walks, paving, steps, park structures, landscape features, and the use of particular areas. Several preliminary sketch plans will be prepared to show various types of proposed development. A single plan embodying agreed upon concepts will be refined. A cost estimate for this plan shall also be prepared and coordinated with it. If desired, a phasing diagram will be included to meet budget requirements.

To augment the master plan, sections, elevations or perspectives may be prepared to visually depict the proposed development. A short narrative will also be included.

UNDERSTANDING OF AGREEMENT FOR ENGINEERING SERVICES

To: The Honorable Don Moore
County Judge
Hamilton County Court House
Chattanooga, Tennessee 37402

1. The undersigned engineering firm will provide professional engineering services in connection with a master plan for the development of the Hamilton County Court House grounds.

2. The services to be performed shall be as designated in ~~item~~ the attached scope of services, , , ~~below~~

~~Preliminary Report~~
~~Detailed Design, Specifications, Contract Documents~~
~~Consulting Engineering Services during Construction~~
~~Field Surveys, Resident Inspection~~
~~Laboratory Tests, Procurement~~
~~Foundation Exploration~~ as attached

3. For any of the services designated [illegible] the Engineers will be paid in accordance with paragraph F below. [illegible] For any additional services the Engineers will be paid in accordance with paragraph B below.

A. Under conditions and at the schedule of fees set forth in Appendix B, a copy of which is attached.
B. Out-of-pocket costs, plus 180% of labor costs to cover overhead, profit, payroll taxes and insurance.
C. Out-of-pocket costs plus 125% of labor costs to cover overhead, profit, payroll taxes and insurance.
D. At laboratory invoice cost plus ten percent.
E. At scheduled unit prices in accordance with Appendix C, attached.
F. At a lump sum fee of $3,000.00.

Out-of-pocket costs shall be defined to include labor, transportation and travel expense, communications, expendable field supplies, sampling and sample transportation costs for laboratory tests, reproductions and similar directly chargeable items of expense. Labor costs are determined by dividing any applicable employees' annual rates by 2080 hours of work per year to determine the hourly rate to be applied against each hour each employee spends directly in behalf of the project. Nothing in this contract shall be construed as obligating the Engineers to appear in litigation or prepare for such in behalf of this Client except in consideration of additional compensation.

Client agrees to make payment promptly when statements are rendered. Client further agrees to pay a service charge eqpal to one percent per month for all balances unpaid after 30 days from applicable statement dates.

Appendix A and/or Appendix B, attached hereto, are made a part of this agreement as if herein written.

HENSLEY-SCHMIDT, INC.
By J. W. Johnson, Jr.
Title Executive Vice President
Date January 2, 1976

Accepted:
Client:
By
Title
Date

APPENDIX A

General Provisions

1. Construction cost shall be defined as amounts earned by the contractor, exclusive of penalties, for construction work done and/or the contract equivalent, including a reasonable allowance for contractor's overhead and profit, of any force account work done by the Owner of work designed by the Engineers. Specifically exempt from the amount to which the fee percentage is applicable are such items as land, legal fees, administrative costs and fees paid to the Engineers.

2. Out-of-pocket costs shall be defined as actual costs incurred by the Engineers that are directly chargeable to the work. It shall include labor, field materials and supplies, travel expense, laboratory tests, communications, reproductions and other similar directly applicable costs. Labor cost will be determined by dividing applicable employees' annual rates by 2080 hours of work per year (80 hours per two week pay period) to determine hourly rates, which will be applied for each actual hour of time spent by said employees in behalf of the performance of the work.

3. It is understood that under "Consulting Engineering Services During Construction" and "Resident Inspection" the Engineers will endeavor to protect the Owner against defects and deficiences in the work of the contractor but the Engineers do not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor and/or their respective employees or by any other person at the job site, nor any liability to the contractor, subcontractor, their employees or any other person, nor for any public liability or for property damage caused through acts of the contractor, subcontractor and/or their employees or any other person.

4. This contract shall not be modified except by an instrument in writing under the hands and seals of both parties hereto.

5. Nothing in this contract shall be construed as obligating the Engineers to appear in litigation or prepare for such in behalf of the Owner except in consideration of additional compensation.

6. It is agreed that all questions relative to this contract which may be in dispute shall be submitted to arbitration at the choice of either party hereto; that, in case arbitration is resorted to, each party shall select an arbitrator and the two thus selected shall select a third arbitrator; that, the decisions of the three (3) arbitrators thus selected shall be binding on the parties; and that each party shall pay one-half of the fees and expenses of the third arbitrator selected.

7. It is further agreed that the Owner and the Engineers each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this contract and to its or their successors, executors and assigns in respect to all covenants of this contract. Except as above, neither the Owner nor the Engineers shall assign, sublet or transfer its or their interest in this contract without prior written consent of the other party hereto.

8. This contract may be amended or terminated by written agreement by both parties. No oral representations by employees of the Engineers shall affect or modify any of the terms or obligations contained in this contract and none of the provisions of this agreement shall be held to be waived or modified by reason of any act whatsoever except as mutually agreed in writing.

9. In the event of termination of the contract, the Engineers shall be paid:—

   (a) The pro rata share for completed work at the estimated applicable fee for work to be done under Item A,

   (b) For work done under Items B, C, D and E the Engineers will be paid the amounts due them at the date of termination in accordance with the terms for payment set forth in contract for those items of work.

10. It is understood and agreed that the maximum liability of Engineers with respect to the obligations hereunder and any duty assumed relative to the obligations arising out of this agreement, whether express, implied, implicit or contemplated, shall be limited to the amount Owner agrees herein to pay Engineers for services to be performed hereunder, and no default or breach of covenant or duty shall impose or subject Engineers to a greater liability.

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-12

TITLE TO DECLARE HOPI TRAIL, HIDEAWAY ROAD AND PAW PAW TRAIL DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

That, Hopi Trail leading from Hopi Trail and Hideaway Road in a southeasterly direction 0.56 of a mile to a cul-de-sac; that Hideaway Road leading from Hideaway Road in a southerly direction 0.21 of a mile to a cul-de-sac; and that Paw Paw Trail leading from Hopi Trail in a northerly, easterly and southerly direction 0.44 of a mile to a cul-de-sac, be declared district roads, 2nd Class.

The above named roads are in the 2nd Civil District in Hiawatha Estates Subdivision, on Tax Map 123, have a 50' right-of-way, 4" stone base, 2" plant mix pavement with asphalt curbs and were built by Gamble Construction Co. for the developer: William J. Hulsey.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Joe Graul
Member of the County Council

Action taken Adopted

JANUARY TERM 1976

State of Tennessee
Hamilton County

1-7-76
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-13

TITLE TO DECLARE CHARBELL STREET, DUNNHILL LANE AND CHARLEE LANE DIATRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Charbell Street leading from Charbell Street in a westerly direction 0.08 of a mile to a dead-end; that Dunnhill Lane leading from Charbell Street in a northwesterly and southeasterly direction 0.41 of a mile to two(2) cul-de-sacs; and that Charlee Lane leading from Dunnhill Lane in an easterly direction 0.04 of a mile to a cul-de-sac, be declared district roads, 2nd Class.

The above named roads are in the 3rd Civil District in Cross Timbers Subdivision, on Tax Map 83, have 50' right-of-way, 4" stone base, 2" plant mix pavement with asphalt curbs and were built by Stein Construction Co. for the developer: Preston Maddox.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-14

TITLE TO DECLARE JOYCE DRIVE AND CHERI-BETH CIRCLE DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Joyce Drive leading from Bennie Lane in a southwardly direction 0.10 of a mile to a cul-de-sac; and that Cheri-Beth Circle leading from Joyce Drive in an easterly, southerly and northeasterly direction 0.42 of a mile to Joyce Drive, be declared district roads, 2nd Class.

The above named roads are in the 2nd Civil District in Mar-Lin Estates Subdivision, on Tax Map 150, have a 50' right-of way, 4" stone base, 2" plant mix pavement with asphalt curbs and were built by Gamble Construction Co. for the developer: James C. Haney.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Joe Mace
Member of the County Council

Action taken Adopted

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-15

TITLE TO DECLARE JANEEN LANE A DISTRICT ROAD.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Janeen Lane leading from Cheri-Beth Circle in a westerly direction 0.26 of a mile to a cul-de-sac, be declared a district road, 2nd Class.

The above named road is in the 2nd Civil District in Mar-Lin Estates Subdivision, on Tax Map 150, has a 50' right-of-way, 4" stone base, 2" plant mix pavement with asphalt curbs and was built by Gamble Construction Co. for the developer: J.C. Haney.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Four (4) Resolutions were unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that these roads do meet County specifications.)

State of Tennessee
Hamilton County

January 7, 1976

A RESOLUTION

NO. 176-16

TITLE ACCEPTING THE BID OF AETNASTAK ON GROUP II FURNISHINGS, IVAN ALLEN ON GROUP III FURNISHINGS, AND LIBRARY BUREAU ON GROUP V FURNISHINGS FOR THE CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY, AND REJECTING ALL OTHER BIDS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, bids were received in response to public advertisement for interior furnishings, in group categories, for the Chattanooga-Hamilton County Bicentennial Library; and

WHEREAS, the bids of AETNASTAK on Group II furnishings of $90,748.40, IVAN ALLEN on Group III furnishings of $58,844.83, and LIBRARY BUREAU on Group V furnishings of $19,772.24, are recommended by the architect and the said Library Board and are considered to be the lowest and best bids received on the furnishings within each group; and

WHEREAS, the verbage in the bid form failed to convey the required and intended information on the furnishings in Groups I and IV thus requiring a rejection of all bids on the furnishings within these two groups.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the bids of AETNASTAK on Group II furnishings of $90,748.40, IVAN ALLEN on Group III furnishings of $58,844.83, and LIBRARY BUREAU on Group V furnishings of $19,772.24, are hereby accepted, said bids being the lowest and best, same to be paid out of LIBRARY CAPITAL and/or FURNISHING funds, and that all remaining bids are hereby rejected.

BE IT FURTHER RESOLVED that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

JANUARY TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore said that the Council had been informed by the library board that they had failed to convey in verbage of the asking for bids that alternate bids were desired and instead substitutions were made and the bids were lower but not of the same grade. The City Attorneys and counsel agreed that the proper method was to reject all bids on specified furniture in Groups 1 and 4 because verbage was not as intended and rebids these groups.)

FRANK NEWELL
OFFICE OF ~~XXXXXXXXXXXX~~, SHERIFF
HAMILTON COUNTY, TENNESSEE

JANUARY TERM 1976
FINANCIAL STATEMENTS FOR MONTH OF NOVEMBER, 1975.

Opening Cash Balance.		$ 14,552.51

STATEMENT OF CASH RECEIPTS

GENERAL FUND:		
Ex-Officio appropriation	$ 105,000.00	
Misdemeanor Costs		
Waiting on courts		
Summoning jurors		
Returning prisoners	109.16	
Workhouse cases		
Uniform allowances	1,410.00	
Alcoholic rehabilitation officer	800.00	107,319.16
CIRCUIT COURT CLERK:		
Court of General Sessions	$ 7,671.02	
Circuit Court	2,792.60	10,463.62
CRIMINAL COURT CLERK:		
Criminal Court	$ 476.42	
Court of General Sessions	1,344.73	1,821.15
OTHER SOURCES:		
Foreign papers	$ 159.25	
Boarding prisoners		
State of Tennessee		
Federal government		
City of ~~Chattanooga~~ Soddy-Daisy	654.00	
City of Red Bank	292.00	
Other: Reimburse Travel Exp. Tn. Law Enforce Train. Acad. F. Newell & J. Russell	58.26	
		1,163.51
TOTAL RECEIPTS		120,767.44
TOTAL AVAILABLE CASH		$ 135,319.95

STATEMENT OF DISBURSEMENTS

EXPENSES OF OFFICE:		
Salaries-(See attached detail)		114,033.37
Automobile expense-	$	
Repairs and parts	3,795.37	
Gas, Oil and grease	24.57	
Tires and tubes	16.05	
Insurance		
Radio service	273.50	
Auto allowance for process servers		4,109.49
Other-		
Provisions	$ 5,836.81	
Returning prisoners	1,087.80	
Uniform allowances	1,410.00	
Alcoholic rehabilitation officer	752.30	
Miscellaneous: Office,$27.66, New Patrol Car Lic. & Titles $18.00, Reimburse Travel Tn. Law Enforce. Acad. F. Newell & J. Russell $58.26 In Duty Injuries $125.99, Travel Exp. Tn. Law Enforce Train Acad. Wayne Condra $187.20	417.11	9,504.02
TOTAL DISBURSEMENTS		127,646.88
CLOSING CASH BALANCE		7,673.07

Signed Frank Newell
Sheriff

Sworn to and subscribed to before me, this the 31 day of December 1975.

W. F. Crowder
County Court Clerk

SALARIES FOR THE MONTH OF NOVEMBER, 1975

JANUARY TERM 1976

SHERIFF		
Frank Newell		1,801.62
DEPUTIES		
Edward J. Russell	Chief Deputy	1,356.92
William G. Newell	Ass't. Chief Deputy	980.30
John D. Holt	" " "	980.30
Wm. E. Robbs	Chief of Detectives	980.30
Oscar E. McMillian	Detective Lieutenant	844.62
David M. Minnich	" "	844.62
Clarence E. Schroyer	Narcotic Inspector	893.54
Martin Brown	Narcotic Lieutenant	844.62
Paul J. Smith	Narcotic Detective	793.84
Hamilton Blackstone	" "	800.77
E. Glenn Broyles	" "	793.84
Lonnie Schultz	" "	720.92
Howard V. Hhutters	" "	793.84
Craig D. Glaze	Arson Detective	793.84
James E. Arrowood	Detective	793.84
Billy R. Davis	"	793.84
Douglas M. Everett	"	793.84
Earl H. Gant	"	793.84
Paul R. Holt	"	793.84
John D. Lawson	"	793.84
Clinton H. Peoples	"	784.62
Thomas R. Shugart	"	800.77
Chester Westfield	"	793.84
David Ziegler	"	793.84
C. L. Westbrook	Fugitive Detective	793.84
F. A. Wilson	" "	793.84
James A. Baker	Auto Theft Detective	793.84
Melvin K. Johnson	" " "	793.84
Robert J. Davis	Captain	875.08
Kenneth Lee	"	875.08
Wm. A. Robinson	"	875.08
James O. Lane	Lieutenant	844.62
Sam James	Sergeant	784.62
Fletcher D. Miller	"	784.62
Robert O'Dell	"	784.62
Claude Petty	"	784.62
Willie Turner	"	784.62
Joseph Dietzen	Desk Sergeant	784.62
Thomas L. Fox	" "	784.62
James N. Lusk	" "	784.62
Calvin Sivley	" "	784.62
Edwin Anderson	Patrolman	720.92
Mitchell Ball	"	720.92
James E. Bell	"	720.92
Charles J. Brock	"	641.54
Edward J. Brown	"	752.30
Austin L. Burns	"	752.30
T. J. Burns	"	752.30
Joe I. Bush	"	752.30
Roy Combs	"	720.92
Charles Dagnan	"	664.62
Jack Danielson	"	752.30
Darwin Dickson	"	664.62
David Francisco	"	720.92
Doyle E. Francisco	"	664.62
David L. Goodman	"	664.62
Larry R. Gragg	"	714.68
Robert M. Griffin	"	664.62
Charles Grissom	"	720.92
James Hardy	"	752.30
John Haslerig	"	641.54
Ronnie Hayes	"	664.62
Larry Holland	"	33.23
Charles Huggins	"	641.54
Lawrence Ingle	"	224.07
Fred Johnson, Jr.	"	720.92
William B. Lampkin	"	161.54
Donald A. McCullough	"	752.30
James Massengale	"	752.30
Willis D. Matthews	"	641.54

DEPUTIES [illegible]UED			
John S. Maxwell	Patrolman	720.92	
Goldman P. Maynard	"	720.92	
Phillip Metcalf	"	150.43	
R. L. Monger	"	752.30	
James M. Moore	"	664.62	
Horace A. Morgan	"	720.92	
Johnny R. Morris	"	664.62	
Lewis S. O'Neal	"	752.30	
Ervin O. Partridge	"	752.30	
Ronald R. Parson	"	720.92	
Fred Paul	"	752.30	
Cleveland V. Price	"	752.30	
Thomas Ratledge	"	752.30	
Randall Rich	"	752.30	
Charles Richmond	"	752.30	
Ralph Rogers	"	664.62	
Michael Rundles	"	720.92	
Douglas Rutherford	"	720.92	
James Sanders	"	664.62	
James Swafford	"	720.92	
John Swope, Jr.	"	752.30	
Joel W. Syler	"	720.92	
Charles Tate	"	641.54	
Donald Thompson	"	752.30	
Richard Thurman, Jr.	"	664.62	
Harry G. Tomaras	"	641.54	
Bill Uren	"	752.30	
Vernon L. Vaughn	"	752.30	
Rodney Veron	"	752.30	
David L. Walker	"	664.62	
Jerry W. Watkins	"	720.92	
James T. Wilken	"	752.30	
Benny Williams	"	752.30	
William Williams	"	752.30	
Ronald Winkler	"	664.62	
Charles Westfield	Janitor (Special Officer)	448.62	77,876.97
PROCESSING OFFICERS			
Claude R. Fifer	Civil Officer	727.38	
Arthur R. Gray	" "	727.38	
E. Jonah Harris	" "	727.38	
Frederick Lawing	" "	727.38	
Barney Morgan	" "	727.38	
Edwin Price	" "	727.38	
E. J. Self	" "	727.38	
J. Harvey Steele	" "	727.38	
Shelton Swafford	" "	727.38	
Harry Weddle	" "	727.38	7,273.80
JAILERS			
Grover C. Fuller	Chief Jailer	784.62	
Harry Bible	Jailer	752.30	
David Carlisle	"	752.30	
C. Wayne Condra	"	664.62	
James Grayson	"	641.54	
Richard Hight	"	664.62	
Robert L. Mowery	"	752.30	
Ralph Murphy	"	752.30	
Henry Patterson	"	752.30	
Wiley Perkinson	"	752.30	
Shelby Rogers	"	752.30	
Paul W. Scott	"	720.92	
Walter Sprouse	"	720.92	9,463.34
CLERICAL			
Mary J. Schoolfield	Co-ordinator	600.00	
Carolyn S. Minnich	Executive Secretary	701.54	
Beth Stafford	Det. Dept. Secretary	600.00	
Jo. B. Abney	Sec. to Sheriff's Dept.	600.00	
Marguerite M. White	Chief Bookkeeper	810.46	
Lenda R. Clark	Assistant Bookkeeper	641.54	
Aubrey Haley, Sr.	Utility Clerk	504.92	

CLERICAL CONTINUED			
Gladys Leming	Dispatcher	641.54	
Shelia J. Messick	"	641.54	
Wm. H. Long	"	641.54	
Louise Twyman	"	641.54	
Mildred Wilkey	"	641.54	7,666.16
OTHERS			
Oliver Cobb	Court Officer	720.92	
Roy Eldridge	" "	720.92	
Claude Kersey	" "	752.30	
Grover T. Payne	" "	752.30	
James Sage	" "	752.30	
Jimmy Sharrock	" "	752.30	
A. L. Dempsey	Process Server	727.38	
Wm. F. Drew	" "	727.38	
James G. Holder	" "	727.38	
Bryant Turner	" "	727.38	
C. E. Arnold	Special Officer	76.16	
Richard Barnard	" "	76.16	
W. Frank Clark	" "	76.16	
Wm. E. DeSha, Jr.	" "	161.54	
Mitchell Durham	" "	76.16	
Andrew J. Ellis	" "	161.54	
W. Harold Garner	" "	76.16	
Robert Gilreath	" "	76.16	
Aubrey Green	" "	76.16	
James R. Grindle	" "	76.16	
George Hixson	" "	76.16	
John Jenkins	" "	76.16	
Bryson L. Johnson	" "	76.16	
Karey Kaley	" "	76.16	
William Kay	" "	76.16	
Karl Kayler	" "	76.16	
Melvin Lovelady	" "	76.16	
Wm. E. Page	" "	76.16	
Charles Parks	" "	76.16	
Leslie Satterfield	" "	76.16	
John Solomon	" "	76.16	
Larry D. Stearns	" "	76.16	
Luther Tilley	" "	76.16	
John Webster	" "	76.16	
A. J. Wilson	" "	76.16	
John Lanham	Staff Chaplain	76.16	9,511.48
GUARDS (HOSPITAL & SPECIAL DUTY)			
Martha Robbs	Special Duty (Nurse)	160.00	
Robert Hoge, Jr.	" " (Guard)	60.00	
George Kaylor	" " (Guard)	80.00	
O. U. Taylor	" " (Guard)	80.00	
Etta Cobb	" " (Jury)	20.00	
Ruth Sharrock	" " (Jury)	40.00	440.00
		TOTAL	$ 114,033.37

JANUARY TERM 1976

REPORT OF WILLIAM F. (BILL) KNOWLES, COUNTY COURT CLERK,

FOR THE MONTH OF NOVEMBER 1975

FEES, COMMISSIONS, AND DISBURSEMENTS

William F. (Bill) Knowles	$1801.60
Barbara Adams	710.14
Madolyn Bales	674.58
Jack F. Beaton	1153.84
Dorothy Bowling	674.58
Louise Conner	738.46
Geraldine Dent	674.58
Gwendolyn Fletcher	674.58
Betty Herring	674.58
Donald Hixson	900.00
Betty C. Kyle	738.46
Lilyan M. Lucas	958.70
Betty Lynch	738.46
Frances Marlowe	738.46
Marilyn McCollum	674.58
Karen J. Poland	738.46
Elmo Pruitt	740.76
Everett Schaerer	765.46
Ruth E. Schmid	765.46
Theresa Stanley	743.72
Betty Sutherland	674.58
Estil Varner	1086.46
Jett Varner	674.58
Kittie Wallace	674.58
Carolyn Williams	830.76
Janis J. Wilson	651.86
Ben Woodard	798.04
D'Wayne S. Young	553.84
	22224.16

OTHER DISBURSEMENTS

Extra Clerks	500.00	
Auto Expense	106.80	
Postage	2.00	
		608.80

TOTAL FEES COLLECTED NOVEMBER 1975	15481.24
TOTAL OPERATIONAL EXPENSES NOVEMBER 1975	22832.96
TOTAL EXCESS FEES REMITTED THIS REPORT PERIOD	.00
TOTAL EXCESS FEES WITHDRAWN THIS PERIOD	.00
PREVIOUS BANK BALANCE FORWARDED	5935.69
BANK BALANCE FEE ACCOUNT	(1416.03)
TOTAL EXCESS FEES REMITTED TO DATE	59635.94
TOTAL EXCESS FEES WITHDRAWN TO DATE	15000.00
TOTAL EXCESS FEES REPAID TO DATE	.00

This is to certify that this is a true and correct report of the receipts and disbursements for this period.

W. F. Knowles

William F. (Bill) Knowles
County Court Clerk

JANUARY TERM 1976

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the November 1975 reports of the County Court Clerk's office and the Sheriff's office be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Judge Moore stated that on April 1 the employees of the Health Department, who have been under State employment, will become County employees. At that time the County will need to fill some vacancies that have existed for some time. The positions are not covered under the personnel manual of the County and Judge Moore would like authorization to amend the manual to include those particular positions within the Health Department necessary to continue services.

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Mr. Sam Plummer, attorney for "Guardians of North Chickamauga Creek," requested that Judge Moore and the Council request of the Department of Transportation a copy of the survey made to determine changes in the flow pattern of the creek to be caused by the building of the highway. Mr. Plummer said that TVA had never been consulted about ahsurvey but federal requirements are that such a survey be conducted. They do not feel that this is an unreasonable request. Judge Moore said that his office will write to the DOT and request that they provide this information if it is available.

County Attorney Turner asked that the recods show that Resolution No. 1275-2 (Appl. 147- Scholze and Martin) and Resolution No. 1275-3 (Appl. 148- Scholze and Martin) which had been passed to this meeting are passed to the Council meeting of January 21st because of a pending court matter.

ON MOTION of Councilman Ricketts, seconded by Councilman Long, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation.

CHAIRMAN

COUNTY COURT CLERK

JANUARY TERM 1976

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, JANUARY 21, 1976

BE IT REMEMBERED, That on this the 21st day of January, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Bishop Phil Smartt, Church of Jesus Christ-Latter Day Saints, who was County Chaplain for the day.

ON MOTION of Councilman Ricketts, seconded by Councilman Long, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

JANUARY TERM 1976

COUNTY COUNCIL
FLOYD L. FULLER, JR.
ROBERT E. (BOB) LONG
JACK D. MAYFIELD
COYEL V. RICKETTS

DALTON ROBERTS
COUNTY MANAGER

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, January 21, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, WEDNESDAY, JANUARY 14, 1976.

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, Janaury 21, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
And Chairman of the
County Council

JANUARY TERM 1976

RESOLUTION NO. 176-33

A RESOLUTION to provide for the study and analysis of present and future needs of the Hamilton County Courthouse; and to provide for the invitation of proposals or bids by architects or other professional consultants to prepare the analysis of present and future needs.

BE IT RESOLVED AND ORDAINED BY THE HAMILTON COUNTY COUNCIL:

1. That prior to the expenditure of any further funds for the remodeling or renovation of the Courthouse and prior to the commencement of any remodeling or renovation of the Courthouse or any portion thereof which would involve the reallocation of space of any courtrooms, Judge's chambers, clerk or elected fee officials' offices, or other offices, if any, there shall be prepared an analysis of the present and future needs of the courts, Judges, clerks, jurors, witnesses, elected fee officials, and the governmental law library, with a view toward the accommodation of those needs by an independent professional firm.

2. That an invitation be issued for independent professional firms to submit proposals to the Hamilton County Council for the purposes of preparing a master plan for the best utilization of the Courthouse over the next twenty-five year period with priority to be given the needs for proper facilities for the administration of justice; and in connection therewith, such independent professional planners shall obtain and consider the views of all Judges, clerks, elected officials maintaining offices at the Courthouse, and other interested groups to determine future needs and plan for the accommodation of such needs; and that all such persons be given an opportunity to review such plans prior to their adoption by the County Council.

3. This resolution shall take effect upon its passage, the public welfare requiring it.

Adopted the 21st day of January, 1976.

Adopted

W. J. Krowler
County Court Clerk

Cleyl L. Bell
~~Chairman~~
Member of Council

ON MOTION of Councilman Fuller, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

Judge Moore said that a group was present which was not on the agenda--the judges of the Court House. Judge Moore said that he knew that they all had business in their own courts to continue so he would depart from the agenda for the purpose of hearing from the trial judges.

Attorney John K. Morgan was the spokesman for the group. Attorney Morgan said that he was present in a dual capacity; he was representing all the elected trial judges--Circuit, Chancery, Criminal and Sessions Courts, the entire judiciary, and he was there also in an elected position from the Chattanooga Bar Association--chairman of the Court Relations Committee.

Mr. Morgan said that they were appearing today before the Council in response to what they believe is an urgent need which was to be discussed with Judge Moore later today. They felt however that it would be better to bring the matter before the entire Council so that it would be on the record. Mr. Morgan said that part of the courts would soon be moving to the new Justice Building and this would leave vacancies in the Court House. It was the allocation of this space that brought the judges before the Council. Their concern is that nothing should be done prematurely that we would have to live with for the next 40 or 50 years. "This is a court house and as the name depicts it is for the courts--it is not an office building. These gentlemen are engaged in the highest human calling--the dispensation of justice.. a ministry of human needs. To expect this ministry to be carried on in inadequate, inconvenient, even sometimes squalid surroundings is reprehensible." Mr. Morgan said that the Bar Association had passed a resolution containing the things they considered of paramount concern. The President of the Board of Governors, Carlos Smith, was there to present this resolution to the Council.

Mr. Morgan said that there were three main areas of concern: 1. That the Council secure the appointment of an architect or a person with professional know-how to help in the reorganization of the space. 2. That the Law Library be relocated within the Court House where it needs to be used by the people who need it; not across the street or downtown but here in the Court House. 3. That something be done about the long-continuing problem of inadequate facilities for the people who come to the Court House on business. Mr. Morgan said to disregard the members of the bar and look to the people who come to the Court House: the litigants, the witnesses, visitors, and taxpayers.

Mr. Morgan said that they find that witnesses are sent into the hall to wait long periods of time and then the attorneys cannot find them when they need them. "They are sent out to wait between a cuspidor and a walnut door," said Mr. Morgan.

Mr. Morgan said that the jurors are herded back and forth like cattle and that is inexcusible. He stated that the facilities in the restrooms are antiquated and that was the best thing he could say about them. Mr. Morgan said that there is hot water in the restrooms on the first and second floors only because an interested member Ray Mosely donated the hot water heaters a few years ago after his sister was on jury duty and found that there was no hot water in the ladies' rest rooms. There is a problem with the proximity of the women's rest rooms and the lack of adequate hygienic facilities.

Mr. Morgan said that they are asking the Council to do three things and they urge the Council to do these before they leave today:
(1). Don't start knocking down walls and putting up partitions. Other office holders in this building need space. Get the American Judicature Society or some authority to help with the plans giving priorities as needed.
(2). Permit everybody within the building to inventory and list their needs - Mrs. Brammer, Mr. Nobles, all elected officials- and (3) make this an orderly, business-like transaction. "What you do now will last the rest of our lifetime-- the next 40 or 50 years," Mr. Morgan said.

Mr. Morgan said the resolution from the bar association asked these three things: 1. Get plan; 2. Let people put in requests for needs; and 3. Put it on a rational basis and get professional help.

Attorney Carlos Smith said that anything he would add to Mr. Morgan's statement would be repetitious. Mr. Smith presented the resolution prepared by the Bar Association and added that the University of Illinois had recommended that professional assistance be obtained. "We ask that this Council adopt this resolution," Mr. Smith said.

Attorney James P. Anderson, Jr., secretary of the Hamilton County Governmental Library Commission, presented a petition signed by members of the commission. Mr. Anderson told the Council that they knew there were many pressures on them, but the problem was that the Law Library had to be relocated. Mr. Anderson said that they had prepared a petition showing the needs of the library, setting down in more detail these needs. He stated that the library was "a very important matter in the administration of justice."

Mr. Fuller said that if it was not out of order he would like to move that this resolution be adopted.

ON MOTION of Councilman Fuller, seconded by Councilman Ricketts, to adopt the foregoing Resolution.

Judge Moore said he felt this action was a little premature, that he had not had a chance to even read the resolution and asked Mr. Fuller if he had. Mr. Fuller stated that he had read it.

County Attorney Jim Turner said that this was a pretty broad resolution, that the adoption of it could involve a considerable sum of money and if the professional planners had to go to each office for planning it would take weeks to determine the needs of each office.

Mr. Morgan rose to speak and Judge Moore told him that he did not rebut.

Mr. Morgan said he wanted to make it clear to Mr. Turner that the judges and the bar association would make modifications in the resolution to take a professional approach - in any way Mr. Turner thinks.

Mr. Fuller said that this would buy some time.

Mr. Ricketts said it would allow for orderly planning.

Mr. Turner said that the resolution was pretty broad and they might regret it later.

Circuit Court Judge Sam Payne stated that they had spent millions on the criminals across the street, they should spend something to make the Court House decent for the honest citizens. Judge Payne added that the resolution only gave authority to get someone to identify the needs of those in the courthouse, study the flow of traffic and make a plan that is equitable.

Councilman Fuller said this would give all these persons an opportunity to state their needs.

Councilman Ricketts again said that it would allow for orderly planning.

Councilman Long asked for a roll call vote. Judge Moore stated that he did not feel a roll call vote was necessary but they would have one.

The foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

JANUARY TERM 1976

TO: The Honorable Don Moore, County Judge and the County Council of Hamilton County

Gentlemen:

WHEREAS, pursuant to Chapter 109 of the Private Acts of 1967, the Hamilton County Governmental Library Commission was created for the purpose of maintaining a law library to assist the Judiciary, the Bar, Public Officials and the general public in the preparation, trial and decisions of any matters that may come before the courts and in questions of law and government; and

WHEREAS, said Chapter provides that "the County shall at the earliest possible date provide . . . space in the Court House or other suitable public building in the City . . . where the County Court House is located . . . ." and

WHEREAS, the said Library presently is without quarters due to a fire in the building where it was located and the Judiciary, Bar and others are at present greatly inconvenienced thereby, and

WHEREAS, due to the opening of the Criminal Justice Building various courts and offices will be moving from the Court House,

WE, the duly appointed Commissioners of the Hamilton County Governmental Library Commission do earnestly petition that, in accordance with the Act, suitable space for the Library be provided in the Court House or in some public building in close proximity thereto so that it can be effectively utilized by the Judiciary, Bar, Public Officials and the general public in the administration of justice and the conduct of governmental affairs. Further, we desire to impress upon you the fact the other possible alternatives to relocating the Library are much less desirable from the standpoint of effective utilization than that which existed before the fire.

January 21, 1976.

Chairman

Vice-Chairman

Secretary

JANUARY TERM 1976

Proclamation

Office of County Judge
County of Hamilton
State of Tennessee

Whereas, the Chattanooga area ranks NINTH among major metropolitan areas in the entire United States in Manufacturing employment as a percent of non-agricultural employment; and

WHEREAS, every day the manufacturers of Chattanooga area pay over a million and a half dollars into our local economy; and

WHEREAS, almost SIXTY THOUSAND people are employed in this area making articles which are used all over the world.

NOW, THEREFORE, I, DON MOORE, County Judge of Hamilton County, Tennessee, do hereby proclaim Tuesday, January 27, through Monday, February 2, 1976, as

CHATTANOOGA AREA MANUFACTURERS WEEK

and ask all citizens to join in observance of same.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Hamilton County, Tennessee, to be affixed this the 21st day of January, 1976.

Don Moore, County Judge
Chief Executive Officer

(Judge Moore read a Proclamation declaring Tuesday, January 27, through Monday, February 2, as Chattanooga Area Manufacturers Week. He presented the proclamation to Mr. Fred Hetzler, First Vice-President of the Chattanooga Manufacturers Association, and to Mr. Walter Stamper. Judge Moore wished Mr. Hetzler and the Association good luck and told them he hoped that Chattanooga moved up in rank during this coming year in manufacturing employment.)

I am here to bring the name of James R. Franklin, Architect-Planners PA as the firm approved by the Board of Trustees of the Baroness Erlanger and T. C. Thompson Children's Hospitals to complete a long range or master facilities plan.

I would like a few minutes to review the history of that decision.

The County Council will recall a dinner meeting in November of 1974 at which time the Planning Committee of the hospital and Mr. Paramucha of Medical Planning Associates presented to the Council a framework around which a completed facilities plan might be constructed.

The preliminary data as presented at that time was the result of months of work on the part of MPA, the combined medical, nursing and administrative staff of the hospitals and the Hospital Planning Committee.

The basic premises on which the plan rested at that time were these:

1. The support functions of the hospital (i.e., storage, Central Supply, food services, Pathology and Clinical Laboratory, Radiology, and Surgery) are all in such crowded and outmoded structures that remodeling is not practical. A new building will be required to house these functions.

2. The bulk of the work done by MPA was to identify the scope of these support functions and to document their space requirements. The space so identified has in a general way determined the size of the new ancillary services building needed by the hospital.

3. New patient care areas will need to be constructed to replace some substandard areas now in use and, presumably some patient care areas lost as a result of constructing the new ancillary services building. These new patient care areas can be built on top of the recently completed T. C. Thompson Children's Hospital - up to five or six added floors. This will dramatically reduce the number of undesirable patient care areas which are in use at this time.

4. A coordinated system of intensive and special care facilities for a whole variety of illnesses can then be constructed in the areas vacated by the activities already completed. This includes coronary care, surgical intensive care, pulmonary intensive care, shock and burn units, rehabilitation areas, and others.

5. And for the long haul, to be considered some years down the road, a system of patient care towers has been suggested to gradually surround the centrally located ancillary services building. The ancillary services building will be designed with the potential for expansion, but it will be located so that it will remain the hub of the hospital complex.

The steps which I have outlined suggest grand and very bold moves to bring our hospitals into a configuration which can adequately serve the needs of our citizens for some time to come. There immediately comes

to our minds many questions: how can such a complicated and ambitious venture be managed to permit the hospitals to continue operation? Exactly where on the campus must the ancillary services building be located? To what extent can the hospital itself contribute to retiring the debt created by this program? What is the cost? How much of the overall project can we attempt at one time? And, most important, how can it be funded?

Answers to these questions are not presently available, and they won't be available until a firm such as Mr. Franklin's has the opportunity to take the raw data obtained by MPA and, working with MPA and the hospital, create preliminary drawings. These same drawings will allow realistic cost estimates to be developed, and at this time the Hospital's sense of priorities can be matched with a sound understanding of the County's ability to fund -- and a building program can be mounted.

I believe that each of you understands the need for prompt action on this important proposal, but I would like to document this by reporting some recent developments.

For many years the bulk of eye surgery performed in this area has been done at Erlanger in a specially equipped operating room. But at this very time the ophthalmologists are completing plans to move their private patients from Erlanger to another hospital because they feel, justifiably, I believe, that Erlanger has been unable to offer to their patients the kind of care they feel is appropriate. The loss of prestige and the loss of friends will be sorely felt; and, to be blunt, the million-dollar-a-year loss of revenue will be a terrible blow.

Office space for doctors is still tight in Chattanooga in spite of extensive construction on Third Street in the area of Erlanger and in spite of

doctors' offices under construction at Parkridge Hospital. On this account a considerable number of doctors are asking for information about a proposed doctors' office building on the Erlanger campus. We are moving toward such a building but it is impossible to make specific plans for such a building without integrating it into the master facility plans about which we are talking. And, in every case, the doctors want to know when Erlanger will be moving forward on its own plans before they commit themselves to Erlanger's office building. All the while, new office space becomes available elsewhere.

There is at Baroness Erlanger and T. C. Thompson Children's Hospitals the Clinical Education Center of the University of Tennessee Medical Units where 83 doctors are in training as interns and residents in ten different specialty areas. A new program in family practice training is pending more adequate state funding. Now I must report that in the interval since this planning process started the training programs in general surgery and radiology have been placed on probation by the accrediting agencies and the program in internal medicine has not been able to obtain unqualified approval. The move of the ophthalmologists away from Erlanger may endanger their training program as well. There are numerous and complex reasons why these training programs are in trouble, but at the heart of the matter is an inability on the part of the hospital to supply the clinical facilities and the services needed in any educational program - this in spite of the tremendous help given from space supplied recently in the Public Health Building across Hampton Street.

And, finally, in a recent informal conversation which Mr. Lamb and I have had with representatives of the Chattanooga Tumor Clinic, Inc. we learned that unless we can proceed in the forseeable future to plan on the Erlanger campus a linear accelerator, they will have to plan their facilities elsewhere in order that treatment of cancer patients in this area can meet present standards. A linear accelerator is the ultimate in radiation treatment for certain cancer patients and is superior to the cobalt units presently available in many situations. The building to house the accelerator is a massive structure requiring extensive concrete and earth shieldings. Such a structure must be planned in correlation with the hospital's facilities plan. Both the hospital and the Chattanooga Tumor Clinic want this facility at the Baroness Erlanger and T. C. Thompson Children's Hospitals where it can readily serve both private and indigent patients; and it seems likely that a good part of this cancer treatment program can be funded independently from the hospital's building program. But at this moment we can only ask that they -- and their patients -- keep waiting.

These pressures which I have outlined have all developed in the period since our planning process started, and they illustrate clearly the need for an immediate response.

I know that you are concerned, as we at the Hospitals are, about the cost of the planning process itself. We are estimating that the preliminary drawings, based on adequate engineering studies and more detailed planning, will cost as much as $300,000. I realize that the County budget is fixed for the current fiscal year, and as a concerned taxpayer, I appreciate the very severe constraints placed on spending every dollar of County tax money. With

this in mind Mr. Lamb and I have discussed at length alternative methods of funding this planning process. It is my belief, in view of the overwhelming importance of this project to Chattanooga and Hamilton County, that a considerable amount of the cost of this planning effort can be raised by solicitation of funds from private donors and that the remainder, should there be any, can be funded by the capital expenditures budget of the hospital in fiscal 1975-76 and 1976-77.

Therefore, gentlemen of the County Council, it is my hope that you will at this time ratify our selection of James R. Franklin, Architect-Planner PA to complete our Master Facilities Plan.

In closing, I will add that we look forward to a cooperative effort including representatives from the Hospitals, the professional planners and architectural and engineering firms, and Judge Moore or his designee representing the County Council.

I thank you for your kind attention to this request.

ON MOTION of Councilman Fuller, seconded by Councilman Long, to adopt the recommendations of the Erlanger Board. The foregoing Motion was Adopted with the following members of the County Council being present and voting as follows: Councilman Fuller, "Aye"; Councilman Long, "Aye"; Councilman Mayfield, "Aye"; Councilman Ricketts, "Aye"; Judge Moore, "Passed". Total "Aye" votes-4. Passed-1.

Dr. David McCallie of the Board of Trustees of Erlanger Hospital stated that he was present to bring the name of Mr. James R. Franklin of Architect-Planners PA as the firm approved by the Board of Trustees to complete a long range or master facilities plan. Dr. McCallie reviewed the history of this decision. He stated that the County Council would recall that at the meeting in November of 1974 when the Planning Committee and Mr. Paramucha of Medical Planning Associates met with the Council for dinner, a framework for the plan was presented. This preliminary data represented months of work by MPA, the staffs of Erlanger and T. C. Thompsons and the planning committee. The basic premises of the plan were: 1. Ancillary or support functions of the hospital, including storage, food services, functions of the hospital, including storage, food services, radiology, etc., are all crowded and a new building is needed for these. 2. The bulk of the work done by the MPA was to identify the scope of the support functions and document specific requirements. The size of the building needed has been determined from this work. 3. New patient care areas need to be constructed. These new areas can be built on top of the new children's hospital up to 5 or 6 floors. This would reduce the number of patient care areas in use at this time. 4. A coordinated system would be constructed in the areas vacated--these would include coronary care, surgical intensive care, shock and burn rehabilitation, and others. 5. A system of patient care towers is suggested to eventually surround the ancillary services building, which would remain the hub of the complex. These are bold moves to bring the hospitals to a place where they can serve the needs for some time to come. How can such a complicated system of changes be done and permit operation of the hospital at the same time? Where would the ancillary care building be located? Can the hospital contribute to retiring the debt? What will it cost? How much can be done at one time? And more importantly, how can it be funded? Dr. McCallie said that the answers to these questions are not presently available and won't be until a firm such as Franklin can take the data from MPA, make drawings, and then a building program can be mounted. Dr. McCallie said that he was sure each of the Council members understood the need for prompt action. For many years the bulk of eye surgery had been done at Erlanger but at this time the ophthalmologists are going to move to another hospital because they feel that Erlanger has been unable to offer the care they feel is needed. Dr. McCallie said that the loss of prestige will be felt but the million dollar a year loss of revenue will be a bigger blow.

Office space for doctors is still tight in spite of new construction and doctors are asking about a proposed doctors building on the Erlanger campus. This should be integrated into the master plan. The doctors want to know when Erlanger will be moving forward. At the hospitals there is the Clinical Education Center of UT Medical Units where some 83 doctors are training as residents and interns in 10 specialty fields. The training programs in general surgery and radiology have been placed on probation and the program in internal medicine has not obtained unqualified approval. The ophthalmologist program may be in trouble now. One reason for this trouble is the inability of the hospital to supply the services needed. Unless a linear accelerator can be planned to put their facilities elsewhere in order for the cancer treatment to meet standards. A linear accelerator is superior to cobalt and the building to house this is a massive concrete and earth building. This facility should be located at Erlanger to serve both private and indigent patients. A good part of the cost of this cancer unit could be funded independently.

Dr. McCallie said that he knew the Council was concerned about the cost of the planning. They estimate that the preliminary drawings may cost as much as $300,000. They know that the County budget is fixed for this year, and appreciate the constraints on spending. Dr. McCallie and Mr. Lamb, administrator of the hospitals, have discussed alternative methods of funding. They feel that a considerable amount of the money can be raised by solicitations from private donors and the remainder, if any, could be taken from the capital expenditures budget of the hospital for 76-76 and 76-77. Dr. McCallie stated that he hoped the Council could ratify the selection of Mr. Franklin to complete the master plan. The hospital board was looking forward to the cooperative efforts of representatives from the hospitals, the planners, and a representative of the County Council.

Dr. McCallie thanked the Council for hearing him and said he or Mr. Franklin, who was present, would be happy to answer any questions.

Councilman Fuller asked what the fee structure was for the architect.

Dr. McCallie said it was per diem based on the schedule of fees for Tennessee and would be adjusted according to the Tennessee schedule of fees for architects.

ON MOTION of Councilman Fuller, seconded by Councilman Long, to adopt the recommendations of the Erlanger board.

Judge Moore said that they did not know how much of a total they were

talking about, that he had not anticipated that they would act on this matter today at the Council meeting, nor on the prior resolution from the judges and the bar association.

The foregoing Motion was Adopted on a Roll Call vote with the following members of the County Council being present and voting as follows: Councilman Fuller, "Aye"; Councilman Long, "Aye"; Councilman Mayfield, "Aye"; Councilman Ricketts, "Aye"; Judge Moore, "Passed". Total "Aye" votes-4. Passed-1.

(Judge Moore passed, saying that he did not know what he would be voting on. Councilman Fuller said that he would be voting on the selection of an architect. Judge Moore said "to pay x $'s.")

Councilman Fuller said that the reason he was voting for it was that he thought the Council needed to start down a path of cooperation between the Council and the board of Erlanger. As he understood it, it was a unanimous vote on the part of the board of Erlanger and he felt that this would be a positive step down the path.

Dr. McCallie said that they were hopeful that the original planning would not require any funds from the County Council, that the funding could be secured from private donors and the hospital budget provide the rest.

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

NO. 176-18

TITLE A RESOLUTION TO APPOINT DR. JAMES LIVINGOOD COUNTY HISTORIAN.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Tennessee Code Annotated, Section 5-1801, provides that the legislative body of each county shall appoint some person of the County as county historian, which person shall serve without compensation and whose duties shall include, but not be limited to, collecting and preserving local and state history; and

WHEREAS, Dr. James Livingood has distinguished himself and brought credit to this community as an historian and professor of history, and would further serve all Hamilton Countians with distinction as the County Historian.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That pursuant to the authority of Tennessee Code Annotated Section 5-1801, and for the reasons stated above, Dr. James Livingood is hereby appointed County Historian.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore said that there has not been a county historian since the death of Creed Bates.)

Stat[redacted] Tennessee
Hamilton County

January 21, 1976

JANUARY TERM 1976

A RESOLUTION

NO. 176-17

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO PAY PREVIOUSLY UNBUDGETED REVENUES AND/OR FUNDS TO THE CHATTANOOGA PSYCHIATRIC CLINIC FOR THE CONTINUED OPERATION OF THE METHADONE PROGRAM.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the continued operation of the Methadone program at the Chattanooga Psychiatric Clinic (CPC) is of vital concern to the citizens and leaders of this County; and

WHEREAS, due to fiscally-related difficulties, said program has been jeopardized and requires public and private support; and

WHEREAS, it is understood, and herein relied upon, that said CPC currently has a claim against the State of Tennessee in the amount of Twenty-Eight Thousand Dollars ($28,000.00), more or less, which amount if paid by said State to the CPC, would be applied to the operation of the Methadone program; and

WHEREAS, it is further understood, and further relied upon herein, that any and all amounts received from the State due to the above-mentioned claim if paid to the CPC for purposes of operation of said program, will be utilized by the CPC, to reduce the necessity of funding to the maximum extent herein provided for by the City of Chattanooga and Hamilton County of said Methadone program, reduction of said funding to be equally applied to the commitment of said governmental entities; and

WHEREAS, the City of Chattanooga is providing up to and including the sum of $20,000, and private sources are providing an additional $15,000 to the Chattanooga Psychiatric Clinic to fund the Methadone Clinic through March, 1977, upon the condition that Hamilton County will also provide up to and including the sum of $20,000 therefor inasmuch as the total matching funds required of local government and local sources is $55,000.00 through March, 1977; and

WHEREAS, there currently exists an excess of Twenty Thousand Dollars in previously unbudgeted revenues and/or funds in the County General Fund; and

WHEREAS, Pursuant to Chapter No. 145 of the Private Acts of 1975, authority is granted this Council to expend and appropriate such previously unbudgeted revenues and/or funds.

Member of the County Council

Action taken: Tabled

JANUARY TERM 1976

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That there is hereby appropriated the sum of up to, and including, Twenty Thousand Dollars ($20,000.00) for the continued operation of the Methadone Program at the Chattanooga Psychiatric Clinic due to, and in reliance upon, the aforementioned reasons, to be paid out of the County General Fund's previously unbudgeted revenues and/or funds.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

JANUARY TERM, 1976

~~PRIVATE CHAPTER~~ NO. 145

HOUSE BILL NO. 1309

By Starnes, Davis, Ramsey, Robinson (Davidson)

Substituted for: Senate Bill No. 1287

By Albright

AN ACT to amend Chapter 156 of the Private Acts of 1941, as amended by Chapter 134 of the Private Acts of 1945 and Chapter 27 of the Private Acts of 1953, the same being "an Act to reorganize the government and administration of Hamilton County"; so as to provide for budgetary and appropriations flexibility in amendments to the budget and appropriations, and the reallocation of funds, and to amend the fifth paragraph of Section 17 thereof.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 156 of the Private Acts of 1941, Section 17 as amended by Chapter 134 of the Private Acts of 1945 and Chapter 27 of the Private Acts of 1953 is amended by adding to the end of the second paragraph the following:

> Provided, however, that the Council may amend such budget and appropriations from time to time as previously unbudgeted revenues and/or funds, without regard to source, become available for appropriation and/or expenditure; and provided further that the Council, upon the recommendation of the County Judge, may, in regular meeting, reallocate previously budgeted and appropriated funds, without regard to source, as may be deemed necessary for the proper operation of county government if notice of such proposed budget amendment or reallocation has been given in the previous Council meeting and if the proposed reallocation of funds involves transfers of funds between any unit or division within a department but does not involve transfers of funds between departments.

SECTION 2. Chapter 156 of the Private Acts of 1941, Section 17, as amended is further amended by deleting the last sentence of the fifth paragraph and inserting in lieu thereof the following:

> At the close of the fiscal year any unencumbered balance of a general fund appropriation shall revert to the general fund.

SECTION 3. This Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the County Council of Hamilton County before September 1, 1975. Its approval or nonapproval shall be proclaimed by the presiding officer of the County Council and certified by him to the Secretary of State.

SECTION 4. For the purpose of approving or rejecting the provisions of this Act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective upon being approved as provided in Section 3.

1975

Judge Moore reported on a meeting with members of the Methadone Clinic, interested persons, and members of the Chattanooga Psychiatric Clinic last Thursday--with Dr. Charles Kennedy, president of the board of the Psychiatric Clinic, Dr. Johnson, and Dr. Levi Patton, head of the Methadone Clinic. They were requesting $20,000 from the county council to aid in the operation of the clinic for the months of February and March. $20,000 was secured from the city on Tuesday and $15,000 was obtained from private sources. These funds would be matched by Federal funds on a 65 Federal-35 local basis.

Mr. Bill Hubbuch stated that the clinic had been in operation for about 6 - 8 years. They are now serving more than 100 patients. Methadone is a habit-forming drug but is much better than the $100 a day herion habit most addicts have. The State of Tennessee furnished funds for the clinic from July of 1974 through December of 1975; the State funds were withdrawn at that time. During these past two weeks of methadone withdrawal, some of the patients are showing signs of "cold turkey." Mr. Hubbuch stated that it was very important to the community that this program be carried on. "It is something the community really needs to have continued for the well-being of the community," Mr. Hubbuch stated. He said that Dr. Patton would be happy to answer questions.

Judge Moore asked Dr. Patton if this would be considered a health problem or a social problem.

Dr. Patton stated that this is a sickness, and methadone is a form of therapy. These people need treatment as much as really ill people do. Dr. Patton urged the Council to find the funds to assist in keeping the clinic open.

Councilman Fuller asked if heroin was a $100 a day habit, how much did the methadone cost?

Dr. Patton stated that it only cost about $1200 a year for the hundred patients. A great part of the cost of the clinic went for counseling of the people. The cost of heroin for 100 persons at $100 a day would run $14,600,000.

Councilman Ricketts asked if it wasn't true that treatment by methadone gave the addicts a bridge to get back to a useful life. Dr. Patton said that 67 of the people they are treating are either employed or going to school and have gone back to their families.

Councilman Fuller asked if the County did not have an obligation to future patients at the clinic, and Dr. Patton said he thought they did have. Mr. Hubbuch said that to support $100 a day habit, a person had to steal $300 or $400.

Jim Booth, president of the Hamilton County Education Association, said that he had two questions to ask the Council. (1) Unbudgeted revenue had been mentioned in a previous matter. Mr. Booth asked if they knew the extent of these funds? Judge Moore said not yet, until the total tax collections are made. Coy Browder of Accounts and Budgets said that it was rather difficult to determine the exact amount, that it might be $20,000, but he would doubt if it would cover what Mr. Booth is interested in, and these funds would be in county general funds, not school funds. Mr. Booth said that unbudgeted funds can be transferred. (2) Mr. Booth said that at the Tivoli the County Council passed a Resolution directing County Attorney Turner to get the Attorney General's ruling on the Council's authority to act on budgetary matters. Mr. Booth said that he wanted a copy of that ruling. Judge Moore told Mr. Booth that he would provide Mr. Booth with this.

W. R. (BILL) NOBLES, TRUSTEE
HAMILTON COUNTY, TENNESSEE
ROOM 111 COURT HOUSE
CHATTANOOGA, TENNESSEE 37402

KATHERINE HOLLAND, CHIEF DEPUTY
MARY ELDRIDGE, CHIEF CLERK

January 7, 1976

Mr. Coy Browder, Director
Accounts and Budgets
Hamilton County Court House
Chattanooga, Tennessee 37402

Dear Coy:

Mr. Brian C. Smith has written me requesting tax refunds on a piece of property that Mr. W. G. Randall and his wife bought at a tax sale. The property does not exist and the County Council on December 17, 1975 refunded to them the purchase price. They are now requesting a refund of the taxes that they have paid. The list is as follows:

YEAR	RECEIPT NO.	AMOUNT
1968	73027	$9.30
1969	73727	9.30
1970	84987	9.30
1972	70407	10.25

The 1971 taxes were paid to the Clerk and Master on Item #5641 in the amount of $17.88. This is a total of $56.03.

For the year 1973 and 1974 there was no parcel #3201-1-3A assessed on our books. Mr. Bob Bender of the Assessor's Office tells me that it has been combined in a large acreage tract so therefore Mr. Randall paid no taxes on this property for those two years.

Trusting this is all the information you need to send a refund.

Yours truly,

Katherine Holland

Ms. Katherine Holland

KH/ds

State of Tennessee
Hamilton County

January 21, 1976

JANUARY TERM 1976

A RESOLUTION

NO. 176-19

TITLE A RESOLUTION TO CLARIFY AND AMEND RESOLUTION 1275-11, AND TO AUTHORIZE THE REFUNDING OF $56.03 TO WILLIAM G. RANDALL AND WIFE, GERTRUDE B. RANDALL, CARE OF THOMAS, LEITNER, MANN, WARNER AND OWENS PIONEER BUILDING, CHATTANOOGA, TENNESSEE 37402, ATTENTION: BRIAN C. SMITH, REPRESENTING TAXES PAID FOR PROPERTY CONVEYED TO SAID RANDALLS BY HAMILTON COUNTY WHICH CONVEYANCE WAS NULL AND VOID AND OF NO EFFECT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, by Resolution 1275-11, the County Council refunded William G. Randall and wife, Gertrude, the sum of $575.00, said refund being, according to said Resolution, for amounts paid as "taxes" upon property conveyed by Hamilton County to said Randalls, which conveyance was null and void and without effect; and

WHEREAS, it has subsequently been discovered that said refund actually represented the purchase price paid by said Randalls, with amounts paid as taxes being in addition thereto and, according to certification received from the Hamilton County Trustees' office, due to be refunded also.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That Resolution 1275-11, as contained in Volume 22, at Page 800 of the County Council Record Book, is hereby amended as follows: Wherever therein the word "taxes" appears, so word is deleted and the word "purchase" substituted in lieu thereof; and

BE IT FURTHER RESOLVED, that William G. Randall and wife, Gertrude be refunded out of the General Fund the sum of $56.03 for taxes illegally paid, said repayment to be upon warrant drawn by the County Judge; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be furnished the Assessor of Property and the County Register for correction of their records; and

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Councilman Fuller, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that in December of 1975 the Council adopted a resolution (No. 1275-11) to refund $575 as a refund of taxes paid by the Randalls. Actually, this $575 was a refund of the purchase price of the property and this former resolution should be corrected. The taxes amounted to $56.03 and this resolution today authorized the refunding of the taxes.)

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1975

A RESOLUTION

NO. 176-20

TITLE A RESOLUTION TO AUTHORIZE THE PAYMENT OF WAGE INCREMENTS TO CERTAIN CUSTODIAL SERVICES EMPLOYEES.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, a recent study of the Custodial Services Department has, among other things, demonstrated the advisability of performing most custodial services during those hours when various County buildings' offices are not in use; and

WHEREAS, the duties of custodial employees working during the aforesaid time periods, i.e., second-shift and third-shift, will be and are substantially more difficult and demanding than those duties performed by custodial employees during normal use hours, i.e., first-shift; and

WHEREAS, said study has revealed that there has been a high turnover due to dissatisfaction with employment during said second and third shifts without commensurate pay rates for such more difficult service.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: that payment of a wages increment of up to five per cent (5%) to employees performing custodial services during the second-shift hours, and to pay up to ten per cent (10%) to employees performing custodial services during the third-shift hours, said increments based upon the current rates of pay provided custodial employees during first-shift hours is hereby authorized.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that it had become increasingly difficult to keep county custodial employees working on the 2nd and 3rd shifts because of no wage increment for these shifts. This resolution would authorize up to 5% increment for 2nd shift and up to 10% increment for 3rd shift.)

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

NO. 176-21

TITLE A RESOLUTION TO CHANGE THE SECOND MARCH, 1976, COUNCIL MEETING DATE FROM MARCH 17th TO MARCH 24th.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, it is both proper and necessary to provide advance public notice of changes in the regular meeting dates of the County Council; and

WHEREAS, it is necessary to change the second March, 1976, Council meeting date from March 17th to March 24th.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the second March, 1976, meeting date of this Council is changed from March 17th to March 24th.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that one of the Council members is scheduled to be out of town on March 17th.)

State of Tennessee
Hamilton County

January 21, 1976

JANUARY TERM 1976

A RESOLUTION

NO. 176-22

TITLE ACCEPTING THE BIDS OF MID-STATE MATERIALS CO., INC.; VULCAN MATERIALS COMPANY; THE STONE MAN, INC.; DAYTON MATERIALS, INC.; AND ROAD BUILDERS, INC. OF TENNESSEE FOR A SIX MONTHS SUPPLY OF ROAD MATERIALS FOR THE HAMILTON COUNTY HIGHWAY DEPARTMENT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, in response to public advertisement bids were received for the purchase of a six months supply of road materials for the Hamilton County Highway Department; and

WHEREAS, the bids received were as follows:

Asphalt Emulsion (Mid-State Materials)		$74.40 per ton
Asphalt Emulsion (Vulcan Materials)		$74.40 per ton
Hot Mix Asphalt (Vulcan Materials)	Binder	$ 9.50 per ton
(Limestone)	Surface	$10.00 per ton
(40% Sand)	Surface	$11.00 per ton
(100% Sand)	Surface	$12.00 per ton
(100% Sand & Gravel)	Survace	$13.00 per ton
Hot Mix Asphalt (Dayton Materials)	Binder	$12.00 per ton
(100% Limestone)	Leveling	$12.00 per ton
(100% Limestone)	Topping	$12.50 per ton
(40% Sand)	Topping	$13.50 per ton
(Sand and River Gravel)	Topping	$14.00 per ton
Hot Mix Asphalt (Road Builders)	Binder	$10.00 per ton
(100% Limestone)	Topping	$10.00 per ton
Cold Mix Asphalt (Vulcan Materials)		$11.00 per ton
Crushed Stone (The Stone Man)		$ 2.25 per ton
Crushed Stone (Vulcan Materials)		$ 2.00 per ton

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Purchasing Agent is hereby authorized to accept the bids of the above companies for a six months supply of various road materials and to purchase said materials at the supply point affording the most economical haul for the county. The same to be paid out of the Highway Department Budget.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was to make it possible for the highway department to obtain materials from the nearest supplier.)

Mid-State Materials Company, Inc.
Post Office Box 7011
Chattanooga, Tennessee 37410
December 18, 1975

Mr. P. K. Richard
Hamilton County Purchasing Dept.
1110 Dayton Blvd.
Chattanooga, Tennessee 37405

Dear Sir:

We are pleased to have this opportunity to quote the following price on your requirements for emulsified asphalt in Hamilton County:

$74.40 per ton F.O.B. our plant in Chattanooga, Tennessee.

Terms: Net within 30 days.

Very truly yours,

Mid-State Materials Co., Inc.

Bob Bilbrey

Bob Bilbrey

JANUARY TERM 1976

Vulcan Materials Company

CHATTANOOGA DIVISION 250 MACLELLAN BUILDING • CHATTANOOGA, TENNESSEE 37402 • TELEPHONE 266-4872

December 16, 1975

Mr. Paul K. Richard, Purchasing Agent
Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, TN 37405

Re: Product: Bid on Bituminous Materials
Open - Dec. 18, 1975 - 10:00 A.M. - EST

Dear Mr. Richard:

In accordance with your "Legal Notice" to receive bids until 10:00 a.m. on Thursday, December 18, 1975, for the purpose of six months supply of Liquid Asphalt and Asphaltic Mixes and/or Bituminous Materials, we are pleased to quote you subject to the terms, requirements, and specifications stipulated in the advertisement as follows:

(1)	Asphalt Emulsion, Prime and Seal Grades	@ $74.40 per ton
(2)	Hot Plant Mix, Tenn. Binder (Limestone)	@ 9.50 per ton
(3)	Hot Plant Mix, Tenn. Surface (Limestone)	@ 10.00 per ton
(4)	Hot Plant Mix, Tenn. Surface (40% Sand)	@ 11.00 per ton
(5)	Hot Plant Mix, Tenn. Surface (100% Sand)	@ 12.00 per ton
(6)	Hot Plant Mix, Tenn. Surface (100% Sand & Gravel)	@ 13.00 per ton
(7)	Cold Plant Mix, Tenn. Surface (WesCol-Mix)	@ 11.00 per ton

Any material furnished and delivered to points other than f.o.b. vendor's plant will be subject to common carrier rates as prescribed in the Intra-State Tariff where applicable.

Our terms are net 30 days.

We look forward to serving you again in the event we are awarded this contract.

Yours very truly,

VULCAN MATERIALS COMPANY
Chattanooga Division

L. C. Alligood,
Mgr. Bituminous Materials

LCA:bph

MURFREESBORO PLANT
P. O. Box 1001
Murfreesboro, Tennessee 37130
Phone (615) 893-1141

McMINNVILLE PLANT
P. O. Box 607
McMinnville, Tennessee 37110
Phone (615) 668-4440

SHELBYVILLE PLANT
P. O. Box 168
Shelbyville, Tennessee 37160
Phone (615) 684-7411

THE STONE MAN, INC.

PHONE (615) 821-7533 P. O. BOX 2098 • 3908-B TENNESSEE AVENUE • CHATTANOOGA, TENNESSEE 37409

December 9, 1975

Mr. P. K. Richard
Director of Purchasing
Hamilton County, Tennessee

Dear Mr. Richard:

Please accept our bid of $2.25 per ton F.O.B. our Hamilton County Quarry, located on the Birmingham Highway (U.S. 11) 2 miles south of Tiftonia, I-24 at U.S. 41 Intersection; or our Rossville Quarry, located on McFarland Road in Rossville, Georgia, on all available sizes of crushed limestone.

All material to conform to Tennessee Highway specifications and will be loaded on county trucks as needed.

This price is net 30 days and is good for a six month period, beginning January 1, 1976 through June 30, 1976.

We appreciate this opportunity to quote on your stone requirements and look forward to being of service.

Yours very truly,

THE STONE MAN, INC.

Kermit R. Purcell, Jr.
Sales Manager

KRP:gc

Vulcan Materials Company

CHATTANOOGA DIVISION / 250 MACLELLAN BUILDING • CHATTANOOGA, TENNESSEE 37402 • TELEPHONE 266-4872

December 17, 1975

Mr. P. K. Richards, Director of Purchasing
Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Gentlemen:

In accordance with your "Notice" to receive bids until 10:00 A.M. on Thursday, December 18, 1975, for 6 months supply of Crushed Stone, we are pleased to quote as follows:

All Grades and Sizes of Crushed Limestone conforming to Tennessee Highway Department Specification. F.O.B. our plant Airport and Shallowford Roads, Hamilton County, Tennessee ----- $2.00 per ton.

Our terms are net 30 days.

We look forward to serving you again in the event we are awarded this contract.

Yours very truly,

VULCAN MATERIALS COMPANY
Chattanooga Division

Joe Scott
Joe Scott
Sales Supervisor

JHS:se

Dayton Materials INCORPORATED

4911 HIXSON PIKE
HIXSON, TENNESSEE 37343
TELEPHONE (615) 877-3591

December 18, 1975

Mr. Paul Richard
Director of Purchasing
Hamilton County
1110 Dayton Blvd.
Chattanooga, TN 37405

Dear Mr. Richard:

We are pleased to quote the following asphalt mixes f.o.b. our plant for the Hamilton County Highway Department use:

1.	100% Limestone Binder Hot Plant Mix Asphalt	12.00 per ton
2.	100% Limestone Levelling Hot Plant Mix Asphalt	12.00 per ton
3.	100% Limestone Topping Hot Plant Mix Asphalt	12.50 per ton
4.	40% Sand Topping Hot Plant Mix Asphalt	13.50 per ton
5.	Sand & River Gravel Topping Hot Plant Mix Asphalt	14.00 per ton

As these materials are needed the plant will be operated exclusively for you. We appreciate the opportunity of quoting these materials and hope to be of service in the future.

Sincerely,

Richard E. Carmack

Richard E. Carmack
President

REC/am

PROPOSAL
FROM

Page No. 1
of 1 Pages

ROAD BUILDERS, INC. OF TENNESSEE
A WHOLLY OWNED SUBSIDIARY OF McDOWELL ENTERPRISES, INC.
P.O. BOX 149 — NASHVILLE, TENNESSEE 37202

District Offices: P. O. Box 446, Rossville, Georgia 30741; P. O. Box 72, Cookeville, Tennessee 38501; P. O. Box 1862, Jackson, Tennessee 38301

ROAD BUILDERS, INC. OF TENNESSEE Submits Following Proposal:		PHONE:	DATE: December 18, 1975
NAME: Hamilton County Purchasing Dept.		JOB DESCRIPTION: Six Months Supply Asphaltic Concrete	
STREET: 1110 Dayton Blvd.		ADDRESS:	
CITY: Chattanooga	STATE: Tennessee	CITY:	STATE:

We submit below specifications and estimates for:

Six Months supply of asphaltic concrete

Hot mix asphalt binder $10.00 / ton
Hot mix asphalt topping $10.00 / ton

The above described mix shall be 100 % limestone mix

Any major increase in cost of our liquid asphalt from our supplier, by written notice to the county, will be added to the above price.

Road Builders, Inc. of Tennessee, hereby proposes to furnish labor and materials and complete the work in accordance with the above specifications for the sum of $ Unit prices stated above dollars ($). The other party to this contract agrees to make monthly progress payments to Road Builders, Inc. of Tennessee on account of work performed under this contract, unless otherwise expressly stated, until all work has been satisfactorily completed and invoiced, following which final payment will be made within 30 days. The monthly progress payments shall be paid within 10 days following the end of the previous month, or receipt of invoice from Road Builders, Inc. of Tennessee, whichever is later, wherein the other party to this contract is also the owner of the project. In case the other party to this contract is another hired contractor, the monthly progress payments paid by him to Road Builders, Inc. of Tennessee shall be made within 5 days following his receipt of payment for work performed under this contract. The amount of each monthly progress payment shall be 90% of the total value of the work performed through the preceding month less previous payments. The final payment shall be for 100% of the value of the work, including all extras and/or credits, if any, less all previous payments.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above specification involving extra cost will be performed only upon written orders from the owner or prime contractor and will become an extra charge over and above the amount of this contract. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmens compensation insurance.

In the event payment is not made to Road Builders, Inc. of Tennessee within the time stated herein above, the other party to this contract agrees to pay the cost, expenses and reasonable attorney's fees, together with interest at the current legal rate, which are incurred by Road Builders, Inc. of Tennessee in the collection of the account.

If this proposal is accepted, it becomes an integral part of the contract.

ROAD BUILDERS, INC. OF TENNESSEE

By: [signature]

Proposal may be withdrawn if not accepted within 45 days.

We Accept the Proposal as Specified Above.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: Owner. Prime Contractor

Date

Authorized Signature

OWNER

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

NO. 176-23

TITLE A RESOLUTION TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO P-V-F SUPPLIERS, INC., 6634 LEE HIGHWAY, CHATTANOOGA, TENNESSEE, FOR OVERPAYMENT OF GROSS RECEIPTS TAX IN THE AMOUNT OF $69.55.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on January 31, 1975, P-V-F Suppliers, Inc., filed the applciation for Business Tax License and Report to County Court Clerk and paid $88.05, and

WHEREAS, the taxpayer had applicable tax credits of $264.91 and used only $64.55, and

WHEREAS, on January 2, 1976, the taxpayer filed an amended tax return and made claim for a refund of $69.55,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to P-V-F Suppliers, Inc.

BE IT FURTHER RESOLVED: That this resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

No. 176-24

TITLE A RESOLUTION TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO DREW'S DRUGS, INC., 5149 HIXSON PIKE, HIXSON, TENNESSEE, FOR OVER-PAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $113.75.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on February 26, 1975, Drew's Drugs, Inc., filed the application for Business Tax License and Report to the County Court Clerk and paid $277.79, and

WHEREAS, the taxpayer had applicable tax credits of $128.75 and did not use any with the exception of $15.00, and

WHEREAS, the taxpayer filed an amended return on November 3, 1975, and made claim for a refund of $113.75,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Drew's Drugs, Inc.

BE IT FURTHER RESOLVED: That this resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

No. 176-25

TITLE A RESOLUTION TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO DREW;S DRUGS, INC., 3802 WILCOX BOULEVARD, TENNESSEE, FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $118.40.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on February 26, 1975, Drew's Drugs, Inc., filed the application for Business Tax License and Report to the County Court Clerk and paid $310.82, and

WHEREAS, the taxpayer had applicable tax credits of $133.40 and did not use any, with the exception of minimum tax $15.00, and;

WHEREAS, the taxpayer filed an amended return on November 3, 1975, and made claim for a refund of $118.40,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Drew's Drugs, Inc.

BE IT FURTHER RESOLVED: That this resolution take effect from and after its passage, the public welfare requiring it.

Joe Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing three (3) Resolutions were unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this is the usual method of reimbursement of overpayment of gross receipts tax.)

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1975

A RESOLUTION

NO. 176-26

TITLE A RESOLUTION TO ADD THE POSITION OF ASSISTANT DIRECTOR OF CIVIL DEFENSE TO THE HAMILTON COUNTY PERSONNEL CLASS SPECIFICATIONS AND ALLOCATION LIST.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the official Hamilton County Personnel Class Specifications and Allocation List require addition thereto in order to provide for the position of Assistant Director of Civil Defense.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That there is hereby added to the Hamilton County Personnel Class Specifications and Allocation List the position of Assistant Director of Civil Defense (with said specifications and list being added thereto according to attachments hereto, which attachments are incorporated herein by reference).

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Joe Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this position was omitted from the personnel list when it was adopted last June and it is now apparent that this is necessary.)

CLASS NO. 110

ASSISTANT DIRECTOR - CIVIL DEFENSE

Definition

Under direction of the Director, to assist the Director in the coordination of the activities of workers engaged in preparing for or combatting disaster situations, and to do related work as required.

Typical Tasks

Assists the Director, under supervision, in negotiating with civic and professional leaders in the development and implementation of survival plans in accordance with local needs and Federal and State policies; in assigning paid or volunteer workers to duty during simulated or actual emergencies; in directing the activities of headquarters technical, clerical and administrative staff; in directing the location, marking, and stocking of radiation shelters in accordance with accepted standards; in obtaining the cooperation of property owners, civic leaders, and professional groups in providing facilities and services to Civil Defense efforts; in reviewing the plans in accordance with changes in State or Federal policy, military technology, economic character of community or region; in serving as liason between communities and State or Federal authorities; in establishing communications services before, during and after attack to warn the populace and to provide survival information.

Employment Standards

Any combination of education and experience equivalent to graduation from high school with three years of responsible work in local, regional, or state civil defense activities.

Knowledge of State and Federal Civil Defense regulations; ability to communicate with public; ability to act under disaster situations.

HOURLY	4.18	4.50	4.82	5.13	5.45	5.78
WEEKLY	167.08	180.00	192.69	205.38	218.08	231.23
BI-WEEKLY	334.16	360.00	385.38	410.76	436.16	462.46
SEMI-MONTHLY	362.00	390.00	417.50	445.00	472.50	501.00
MONTHLY	724.00	780.00	835.00	890.00	945.00	1,002.00
ANNUAL	8,688.00	9,360.00	10,020.00	10,680.00	11,340.00	12,024.00

HAMILTON COUNTY - GENERAL PAY PLAN

CLASS NUMBER 110

CLASS TITLE Assistant Director Civil Defense

SALARY GRADE 27

GROWTH FACTOR Stages

JANUARY TERM 1976

State of Tennessee
Hamilton County

January 21, 1976

A RESOLUTION

NO. 176-27

TITLE A RESOLUTION TO ACCEPT THE BID OF THE JOHN MARTIN COMPANY FOR CONSTRUCTION OF THE NORTHGATE BRANCH LIBRARY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, bids were received in response to public advertisement for the construction of the Northgate Branch Library; and

WHEREAS, the lowest bid received contained a statement or condition that constituted a material change by the bidder from the bidding specifications which other bidders have bid, as determined by both the County Attorney and the City Attorney, of the City of Chattanooga, the next lowest bid therefore being considered as lowest and best; and

WHEREAS, said lowest and best bid was submitted by the John Martin Company for Four Hundred Sixty-Seven Thousand Nine Hundred Dollars ($467,900.00).

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the bid of John Martin is accepted for $467,900.00, Hamilton County's portion thereof to be paid out of the Chattanooga-Hamilton County Bicentennial Library appropriation and/or Fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

JANUARY TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this resolution was in variance from what was passed by the City Commission on Tuesday. On the advice of the City and County Attorneys the County Council is not accepting the bid of the lowest bidder. The lowest bid received contained a statement or condition that constituted a material change from specifications which will not be acceptable and it is felt that the City will have to change its acceptance of the lowest bid for this reason. John Martin Company submitted the next lowest bid.)

Chattanooga Public Library
MRS. KATHRYN ARNOLD, DIRECTOR

601 McCALLIE AVENUE CHATTANOOGA, TENNESSEE 37403 AREA CODE 615 / 757-5312

January 19, 1976

The Honorable Don Moore
County Judge - Hamilton County
Hamilton County Court House
Chattanooga, Tennessee 37402

Dear Judge Moore:

At the meeting of the Board of Directors on Friday, January 16, the bid for the construction of the Northgate Branch Library was re-considered.

The Board gave careful attention to all factors involved; evaluation of the legal opinion of the City attorney and County attorney, the fact that if the project is re-bid, all indications are that the costs would be increased considerably, in addition to further delaying of the project.

Should T & C Construction Company be awarded the bid at the risk of having to build an access road at a cost of $4,100, a saving of $9,100 would still be gained since the next highest bidder is $13,200 more than the low bid. The Board feels it cannot, in good conscience, commit the community to a higher costing project in light of the tight money situation.

Therefore, it is the recommendation of the Board that the job be awarded to T & C Construction Company as low bidder, for $454,700, which was its earlier recommendation. Should the City and County disagree, it is the Board's and Architect's recommendation that the bid be awarded to John Martin Company at $467,900, as second low bidder, rather than rejecting all bids.

The deadline for accepting the bid is Thursday, January 22, 1976.

There are any questions regarding this, please contact Mr. Derthick or Mr. Mann. Should their presence be required at the County Council meeting on Wednesday, please let me know.

Copies of legal opinions of the City and County attorneys are enclosed.

Sincerely yours,

Kathy

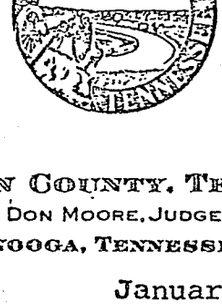
KATHRYN ARNOLD, Director

KA/js

encl. 1. Legal opinion
2. Bid tabulation

cc: Councilman Floyd Fuller
Councilman Robert Long
Councilman Jack Mayfield
Councilman Coyel Rickets

JANUARY TERM 1976



OFFICE OF THE COUNTY ATTORNEY
JAMES F. TURNER, COUNTY ATTORNEY
ASSISTANTS
WARD CRUTCHFIELD
B. BRUCE GUTHRIE
WALTER L. LUSK

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

January 15, 1976

Mr. Tom Mann
Attorney at Law
Suite 330 Pioneer Bank Building
Chattanooga, Tennessee 37402

Re: Chattanooga-Hamilton County
Bicentenial Library
Northgate Branch Bids

Dear Tom:

This is in response to Mr. Derthick's letter of January 8th, and our subsequent telephone conversations.

To confirm what I advised over the telephone, T & C Construction Company, Inc. by writing in its proposal form an exclusion as to liability for damage to access roads to job site was a violation of our bidding process and its bid should be rejected.

The Library Board may take the next lowest and best bid which, in its discretion, it deems advisable. In the alternative, the Board could throw out all bids and re-advertise.

If you need anything further, please advise.

Sincerely,

JAMES F. TURNER
County Attorney

JFT:gal

cc: Judge Don Moore
cc: Mr. Alan W. Derthick

City of Chattanooga
OFFICE OF THE CITY ATTORNEY
400 PIONEER BANK BUILDING
Chattanooga, Tennessee 37402
AREA CODE 615 265-2291

EUGENE N. COLLINS
CITY ATTORNEY

January 16, 1976

Mr. Alan W. Derthick
Derthick & Henley Architects
Gateway Professional Building
Chattanooga, Tennessee 37402

Re: Bids on Northgate Branch
of Bicentennial Library

Dear Alan:

You have inquired as to the propriety of the bid of the T & C Construction Company, which, in its bid proposal form, inserted the following:

> "T & C Construction Company, Inc., not responsible for repair of access roads to job site if damage due to delivery of materials for construction."

The question is whether or not the above-referenced statement constitutes a material change from the bidding specifications on which other bidders have bid.

After reviewing the specifications, please be advised that it is my opinion that this does constitute a material change. Under section 0003, sub-section 5(a), all bidders are instructed to visit the site of the project and are put on constructive knowledge of all conditions which might affect the work, including the possibility for repair of access roads to the job site. Then, under section 0005, supplementary conditions, sub-section 3, it is the responsibility of the bidder to obtain the consent of any adjoining property owners for any "manner of physical encroachment."

City of Chattanooga

Mr. Alan W. Derthick
January 16, 1976
Page 2

I would think that this section could well be construed to include the roads of such adjoining property owners where such roads might be damaged by the delivery of construction materials which are beyond the normal weight which those roads were designed to handle. Thus, in light of the fact that all bidders are required to know of the circumstances surrounding the property and to make arrangements for physical encroachments, when T & C denies any responsibility for the repair to access roads to the job site if damaged due to delivery of materials for construction, it is taking less of a risk and is not meeting the bidding specifications, as did all other bidders.

The above material change might be cured if the City were named as an insured under an appropriate contract of insurance by T & C, but the specifications do not set forth with sufficient specificity that this would be the case in order to assure complete protection to the City. I do not have copies of the policies of insurance which T & C would furnish to the City, but if these policies do specify that the City is to be a named insured for the risk which T & C denies, then perhaps the condition attached by T & C would not be material.

My suggestion would be first that the project be re-bid, putting T & C on notice that the exception they attached to their original bid is unacceptable. Secondly, if the above is impractical or impossible, then T & C's bid could be submitted to the City Commission, which would have the authority under Section 2-68 of Part II of the Chattanooga City Code to determine which was the lowest responsible bidder submitting the best bid. One of their considerations would, of necessity, be the scope of the conditions attached to the bids.

A third alternative would, of course, be for the Library Board to recommend to the City Commission that T & C's bid not be accepted because of the condition attached thereto and that the bid be awarded to the next "lowest responsible bidder submitting the best bid."

City of Chattanooga

Mr. Alan W. Derthick
January 16, 1976
Page 3

I hope and trust this answers your questions.

Yours very truly,

Randall L. Nelson

RANDALL L. NELSON
Special Counsel

RLN:smh

BID TABULATION

NORTHGATE BRANCH - CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY

CONTRACTOR	BASE BID	TIME
R. A. Agnew Construction Company	473,336 *Note 1 ($475,336)	300
L. J. Baker, Contractor	478,815	300
C & I Specialty Company	503,730	290
C & R Construction Company	469,881	288
Collins & Hobbs	480,681	270
K & K Construction Company	518,000	350
Syd Lang, Contractor	480,800	250
John Martin Company	467,900	240
T. U. Parks Company	483,731 *Note 2 ($481,731)	265
Perfection Builders & General Contractors	No Bid	
Raines Brothers	506,875	250
H. L. Sanders Construction Company	471,865	220
T & C Construction Company	454,700	300
E. E. Uren Construction Company	487,850	250
Varnell Construction Company	534,290	300

Note 1: Notation on envelope to add $2,000 to the Base Bid
Note 2: Notation on envelope to deduct $2,000 from the Base Bid

Derthick & Henley, Architects
December 18, 1975

State of Tennessee
Hamilton County

December 3, 1975

JANUARY TERM 1976

A RESOLUTION

NO. 176-29 (Ref. Res. 1275-3)

TITLE APPROVAL OF A SINGLE LOTS MOBILE HOME PLANNED UNIT DEVELOPMENT ON PROPERTY LOCATED AT THE NE INTERSECTION OF BILL REED ROAD AND WOODLAND DRIVE. THIS TRACT BEGINS 428' EAST OF WOODLAND DRIVE, FRONTS 939.2' ON THE NORTH LINE OF BILL REED ROAD AND EXTENDS NE 1412.7', THENCE NW, ALONG THE NORTH LINE OF SECTION 32, 1078.3' TO WOODLAND DR. THENCE SW, ALONG THE EAST LINE OF WOODLAND DRIVE, 555.5', THENCE SE 409', THENCE SW 836' TO BILL REED ROAD, THE POINT OF BEGINNING, BEING PART OF THE NW QUARTER OF SECTION 32, TOWNSHIP 4, RANGE 2, WEST OF THE BASIS LINE, OCOEE DISTRICT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Elbert K. Scholze and James B. Martin petitioned The Chattanooga-Hamilton County Regional Planning Commission to approve a Single Lots Mobile Home Planned Unit Development on property located at the NE intersection of Bill Reed Road and Woodland Drive, and said Planning Commission after hearing recommended that said petition be approved, subject to the applicant's making a note on the subdivision plat that if any lots are sold, each lot is to have an individual share in the common areas, drives, facilities, etc.; and

WHEREAS, Elbert K. Scholze and James B. Martin requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on December 3, 1975 concerning the passage of this Resolution, as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Regulations of Hamilton County be amended to approve a Single Lots Mobile Home Planned Unit Development on property located at the NE intersection of Bill Reed Road and Woodland Drive. This tract begins 428' east of Woodland Drive, fronts 939.2' on the North line of Bill Reed Road and extends NE 1412.7', thence NW, along the north line of Section 32, 1078.3' to Woodland Drive, thence SW, along the east line of Woodland Drive, 555.5', thence SE 409', thence SW 836' to Bill Reed Road, the point of beginning, being part of the NW quarter of Section 32, Township 4, Range 2, west of the basis line, Ocoee District. This approval is subject to the applicant's making a note on the subdivision plat that if any lots are sold, each lot is to have an individual share in the common areas, drives, facilities, etc.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Lomax
Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

January 21, 1976
DATE (MONTH, DAY, YEAR)

JANUARY TERM 1976

RESOLUTION

NO. 176-28 (Ref. Res. 1275-2)

TITLE REZONING FROM URBAN RESIDENTIAL DISTRICT TO SINGLE LOTS MOBILE HOME DISTRICT A TRACT OF LAND LOCATED AT THE NE INTERSECTION OF BILL REED ROAD AND WOODLAND DRIVE. THIS TRACT BEINGS 428' EAST OF WOODLAND DR., FRONTS 939.2' ON THE NORTH LINE OF BILL REED ROAD AND EXTENDS NE 1412.7', THENCE NW, ALONG THE NORTH LINE OF SECTION 32, 1078.3' TO WOODLAND DR. THENCE SW, ALONG THE EAST LINE OF WOODLAND DRIVE, 555.5', THENCE SE 409' THENCE SW 836' TO BILL REED ROAD, THE POINT OF BEGINNING, BEING PART OF THE NW QUARTER OF SECTION 32, TOWNSHIP 4, RANGE 2, WEST OF THE BASIS LINE, OCOEE DISTRICT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Elbert K. Scholze and James B. Martin petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at the NE intersection of Bill Reed Road and Woodland Drive, and said Planning Commission after hearing recommended that said petition be approved; and

WHEREAS, Elbert K. Scholze and James B. Martin requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on December 3, 1975, concerning the passage of this resolution as required by law, and such hearing having been held.

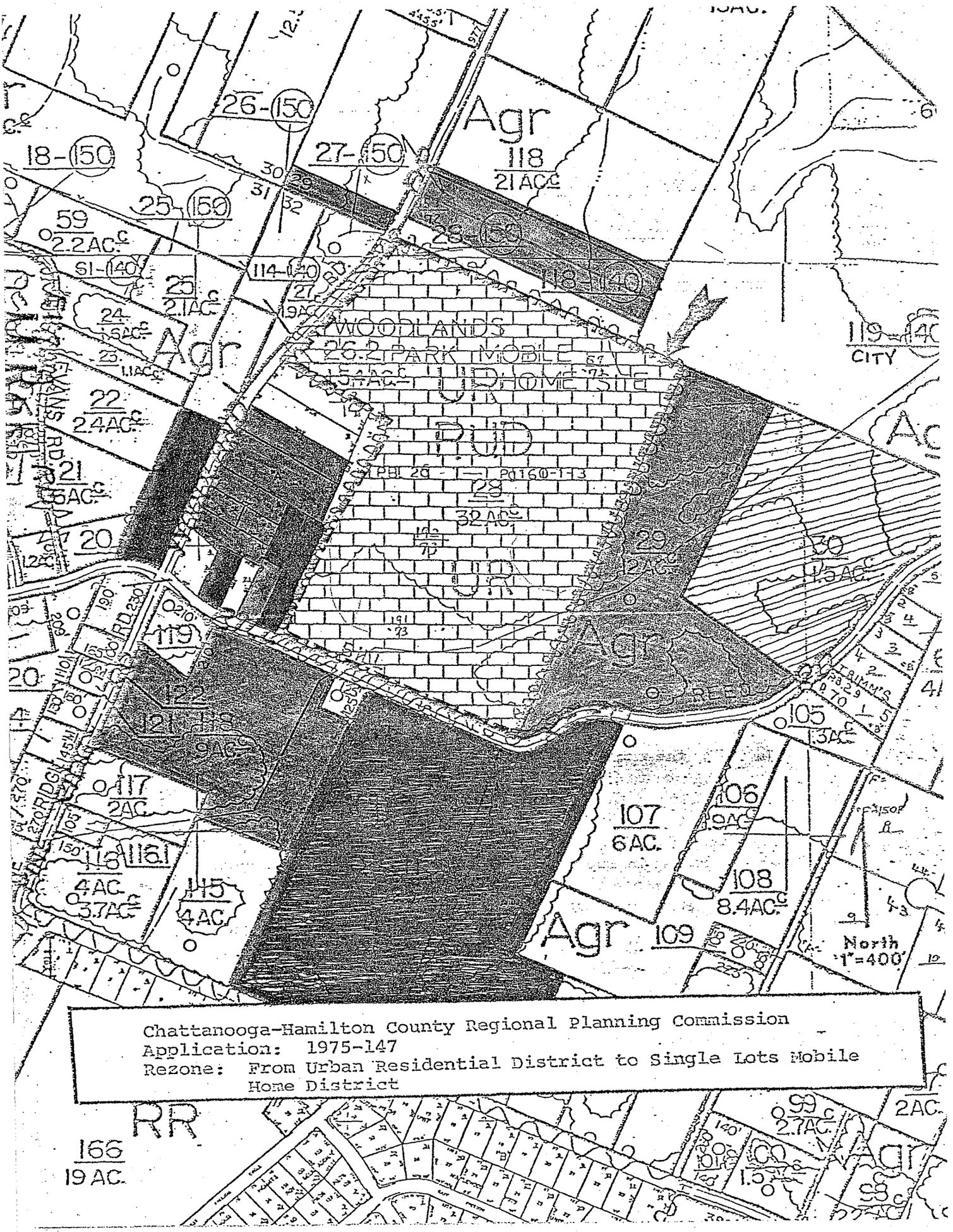
NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amdnded to rezone from Urban Residential District to Single Lots Mobile Home District a tract of land located at the NE intersection of Bill Reed Road and Woodland Drive. This tract begins 428' east of Woodland Drive, fronts 939.2' on the north line of Bill Reed Road and extends NE 1412.7', thence NW, along the North line of Section 32, 1078.3' to Woodland Drive, thence SW, along the east line of Woodland Drive, 555.5', thence SE 409', thence SW 836' to Bill Reed Road, the point of beginning, being part of the NW quarter of Section 32, Township 4, Range 2, west of the basis line, Ocoee District.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Long
Member of the County Council

Action taken Adopted

ON MOTION of Councilman Long, seconded by Councilman Mayfield, the foregoing Resolution was Adopted on a Roll Call vote, with the following members of the County Council being present and voting as follows: Councilman Fuller, "Passed"; Councilman Long, "Aye"; Councilman Mayfield, "Aye"; Councilman Ricketts, "Aye"; Judge Moore, "Aye". Total "Aye" votes-4. Passed-1.



Chattanooga-Hamilton County Regional Planning Commission
Application: 1975-147
Rezone: From Urban Residential District to Single Lots Mobile Home District

JANUARY TERM 1976

Hamilton County Council
Hamilton County Courthouse
Chattanooga, Tennessee 37402

PLEASE TAKE NOTICE that we, the undersigned property owners living and/or owning real estate in the area for which a change in zoning classification is now pending before you, being petitions #1975-147 and #1975-148 submitted by Elbert K. Scholze and James Martin, are hereby opposing said zoning amendments, and respectfully request that said petitions be denied.

Pursuant to Section 108.3 of the Hamilton County Zoning Regulations, the signatures, as follows, constitute 20% or more of the owners of property in the area for which said change is requested or 20% or more of the owners having dwellings within 300 feet of the said property or 20% or more of those who own land adjacent thereto and within 300 feet thereof.

We, the undersigned, state as follows:

(1) We are owners of land located adjacent to and within 300 feet of a mobile home development at or near the east line of Woodland Drive, north of Bill Reed Road in Hamilton County, Tennessee.

(2) We protest the proposed re-zoning of the property owned by Elbert K. Scholze and James B. Martin to permit the operation of a mobile home park in this area.

	NAME	ADDRESS	TELEPHONE NO.
1.	Donald L. Brown	R#3 Ooltewah Tenn	892-0920
2.	Jane R. Brown	R#3 Ooltewah "	"
3.	Kenneth R Carpenter	894-3670 R#3 Ooltewah	
4.	Geraldine Carpenter	R#3 Ooltewah	894-3670
5.	Donald Thomas Holman	R#3 Ooltewah	892-7463
6.	Rosa M. Holman	R#3 Ooltewah	892-7463
7.	Andy J. Graham	R#3 Ooltewah	
8.	Winton S. Swetzer	Rt#3 Box 188 Ooltewah	Home 892-2827 Bus 266-4167
9.	Gary R. Shuell	187R Woodlawn Dr Ooltewah	894-5181
10.	Sandra Shuell	87R Woodlawn Dr. Ooltewah	894-5181
11.	Anna White	187-L Woodlawn Dr. Ooltewah TN.	894-4568
12.	Barbara Stanskerry	187N Woodlawn	894-1415
13.	James P. Stanskerry	187N Woodlawn	894-1415
14.	Clarence A. White	187L Woodlawn Dr	894-4568
15.	James H. Lewis	Woodlawn Dr.	
16.			
17.			
18.			

JANUARY TERM 1976

We, the undersigned, state as follows:

(1) We are owners of dwellings located within 300 feet of a mobile home development at or near the east line of Woodland Drive, north of Bill Reed Road in Hamilton County, Tennessee.

(2) We protest the proposed re-zoning of the property owned by Elbert K. Scholze and James B. Martin to permit the operation of a mobile home park in this area.

	NAME	ADDRESS	TELEPHONE NO.
1.	Donald L Brown	Rt 3 Ooltewah	892-092
2.	[illegible] Brown	" "	"
3.	Donald Thomas Holman	R#3 Ooltewah	892-746
4.	Rosa M. Holman	Rt 3 Ooltewah	892.746
5.	Andy J Holman	R#3 Ooltewah	
6.	Winton S. Switzer	Rt#3 Box 188, Ooltewah	HOME 892-2[illegible]
7.	[illegible]	187K Woodlawn Dr. Ooltewah	894-5[illegible]
8.	[illegible]	87K Woodlawn Dr. Ooltewah	894 894-[illegible]
9.	Barbara Stansberry	187N Woodlawn Dr Ooltewah	
10.	James P Stansberry	187N Woodlawn Dr	894-
11.	R.M. White	R#3 Woodlawn Dr	894-4568
12.	Clarence J White	" " " "	"
13.	Barbara J Posey	Bill Reid Rd.	894-3657
14.	Richard Posey	" "	
15.	Mr & Mrs Malvin W Johnson		
16.			

Business 266-4167

STATE OF TENNESSEE

COUNTY OF HAMILTON

I, Donald L Brown, being one of the aforesaid property owners, upon being duly sworn, certify that the statements contained in the foregoing caption are true in substance and in fact.

Donald L Brown

Sworn and subscribed
before me this 1st
day of December, 1975.

Lorraine Gee
Notary Public

NOTARY PUBLIC HAMILTON CO. TENN.

My commission expires:

Jan. 9 1978

42 Na[illegible] People in Park

JANUARY TERM 1976

PETITION

The undersigned residents of the Woodland Mobile Home Park located at Bill Reed Road and Woodland Drive in Hamilton County, Tennessee, do submit this petition to set forth views and concerns about the park:

"We believe that the Woodland Mobile Home Park is one of the finest mobile home developments in Hamilton County, if not in the entire State of Tennessee. We enjoy living in this development and feel that is is an asset to the community.

If forced to move it would be a great loss to us and to mobile home dwellers everywhere. In addition to the financial burden and hardship of moving it would be extremely hard for us to find a park of this caliber to relocate in. We hope to see future expansion and continued development of this fine mobile home park. We consider it to be an asset to the County and the neighborhood in which we are located."

1. Allen Branum Lot 5
2. Nancy Branum " 5
3. Dawn Branum " 5
4. David L. Bonine Jr. Lot 4
5. Phyllis J. Bonine " 4
6. Ted + Nez Schoettler Lot 3
7. Buddy Benford " 3
8. Steve Benford " 3
9. Johnny R. Silver Lot 15
10. Chris Ezell Lot 24
11. Jerry Wilson " 24
12. Mary M. Odom " 13
13. Doug Dee W. Odom " 13
14. Kenneth Fletcher Lot 14
15. Wanda Fletcher Lot 14
16. [illegible] Cummins Lot [illegible]
17. [illegible] Cummins Lot 31
18. Pearl D. Hyzer lot 26
19. D E Hyzer " "
20.

JANUARY TERM 1976

PETITION

The undersigned residents of the Woodland Mobile Home Park located at Bill Reed Road and Woodland Drive in Hamilton County, Tennessee, do submit this petition to set forth views and concerns about the park:

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If forced to move it would be a great loss to us and to mobile home dwellers everywhere. In addition to the financial burden and hardship of moving it would be extremely hard for us to find a park of this caliber to relocate in. We hope to see future expansion and continued development of this fine mobile home park. We consider it to be an asset to the County and the neighborhood in which we are located."

1. Mrs. Robert Peterson Lot #11
2. Robert D. Peterson Lot #11
3. Steve A. Lewallen lot #10
4. Rebecca Lewallen lot #10
5. Eddie James Reed & Willie Mae Reed #8
6. Andrew L Bailey & Shirley Bailey #7
7. Larry W. Martin #6
8. Mary H. Martin #6
9. Gayle Mashburn #23
10. Sy Mashburn Jr. #23
11. Charles W. Wilson, Sr #19
12. Mrs Charles W Wilson Jr. Lot 19
13. Karen Ackerman Lot 15
14. James M. Stewart Lot 25 - Doris Stewart
15. Annette Hurkins Lot 22
16. Louie Bailey Lot 17
17. Bill P. Bailey lot 17
18. Charles W Huggins Lot 1
19. Mrs Charles W. Huggins Lot 1
20.

(69)

JANUARY TERM 1976

69 Names area Residents adjacent of park.

PETITION

(In Support of Proposed Zoning)

We, the undersigned, state as follows:

1. We are residents in the area of a mobile home development at or near the east line of Woodland Drive, north of Bill Reed Road in Hamilton County, Tennessee;

2. We are familiar with the development and the developers, Elbert Scholze and Jim Martin;

3. We are aware that the development consists of preparing spaces for mobile homes and that the developers intend to rent these spaces to mobile home owners;

4. We approve of the development and approve of the developers presenting this petition with our attached signatures to the Hamilton County Planning Commission and the Hamilton County Council for use in their efforts to secure zoning favorable to the said development.

	NAMES	ADDRESSES	PHONE NUMBER
1.	Jewell Duckworth	Bill Reed Rd	None
2.	Frank Hicks	Bill Reed Rd	None
3.	Lydia Hicks	Bill Reed Rd	none
4.	Dana Shree	" " "	892-7387
5.	Bonnie Hydrowl	Bill Reed Rd	892-7387
6.	Linda Todd	Twinville Rd	892-7674
7.	H.C. Ross	Pine Ridge Road	None
8.	Willie Miller	Patten Town Rd	894-1371
9.	Earl Miller	Same	
10.	John Filma	Patten Town Rd	894-1371
11.	Charlie E. Smith		892-6782
12.	Patricia E. Phillips	Pattentown Rd.	894-6767
13.	Sandra Mathis	Bill Reid Rd.	894-0959
14.	Evelyn Addison	268 B. Pattentown Rd	892-4946
15.	Barbara Evans	RT 3 Ootlewah	894-9214
16.	Jerry Jameson	Pattentown	894-7680
17.	Sandra Jameson	RT 3 Pattentown Rd.	894-7680
18.	Lorie Peters	RT #3 Pattentown Rd	894-3898

JANUARY TERM 1976

	NAMES	ADDRESSES	PHONE NUMBER
19.	Mrs R.L. Williams		
20.	Rev R.J. Williams		8942386
21.	Kenneth E. Robinson	Lockford Lane	894-4603
22.	Vesta S. Robinson	Lockford Lane	894-4603
23.	Chester L. Cantrell		892-7244
24.	Rose L. Cantrell		892-7244
25.	Allie Blackwell	Pine Ridge Rd	Mart
26.	Mrs Mildred Kirby	Pineridge Road	
27.	[illegible]		
28.	W.T. Riley	8210 Pine Rd.	
29.	Mrs Rita Riley	8210 Pine Ridge Rd.	
30.	Sam H. Williams Jr	8208 Pine Ridge Rd.	892-6610
31.	[illegible]	8214 Pine Ridge Rd	892-8695
32.	N.R. [illegible]	Pine Ridge	
33.	A.M. Wilkins	Pine Ridge Road	894-2961
34.	Kay T. Wilkins	Pine Ridge Road	894-2961
35.	Ruth Nelson	Pine Ridge Road	892-5701
36.	W.L. Adair	Pine Ridge Rd	892-7102
37.	Glennis Adair	Pine Rdg. Rd.	892-7102
38.	Mary Hurst	[illegible]	[illegible]
39.	[illegible]		
40.	Homer B.L. Harris	Pine Ridge Rd	892-1416
41.	Mary Harris		892-1416
42.	Fred Harris		" "
43.	Robert W. Brooks	Pine Rdg Rd	894-4554
44.			
45.			
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JANUARY TERM 1976

PETITION

(In Support of Proposed Zoning)

We, the undersigned, state as follows:

1. We are residents in the area of a mobile home development at or near the east line of Woodland Drive, north of Bill Reed Road in Hamilton County, Tennessee;

2. We are familiar with the development and the developers, Elbert Scholze and Jim Martin;

3. We are aware that the development consists of preparing spaces for mobile homes and that the developers intend to rent these spaces to mobile home owners;

4. We approve of the development and approve of the developers presenting this petition with our attached signatures to the Hamilton County Planning Commission and the Hamilton County Council for use in their efforts to secure zoning favorable to the said development.

NAMES	ADDRESSES	PHONE NUMBER
1. Louise B Barker	Ooltewah Tenn	
2. Sidney Kesley	Ooltewah Tenn Rt 3	
3. Mrs. Donald L. Kay	Rt. 3 Ooltewah	
4. Donald Kay (by Carolyn Kay)		8925364
5. Jean Kesley	Box 271 Rt 3 Ooltewah, Tenn.	
6. Mrs Luther Farrow	RT 3 Box 179 Ooltewah Tenn	
7. Mr Luther Farrow	RT 3 Box 179 Ooltewah Tenn By Myrtis Farrow	
8. Mrs. Raymond H. Hill	Rt 3, Box 187 I Ooltewah	8949293
9. Mrs. Pearl Sledge	Rt 3 Box 187 J Ooltewah	8949293
10. Raymond H. Hill by Mrs. Raymond H. Hill		
11. Mr Melvin W Johnson	- Rt 3 Ooltewah, Tn	8920452
12. Mrs Melvin W Johnson	- Rt 3 Ooltewah, Tn	
13. Jon S. Gravell	Rt 3 Box 187C Ooltewah Tenn	
14. Debra K. Gravell	Rt 3 Box 187C Ooltewah Tn	
15. Terry D. Robson	2754 Pine Ridge Rd.	
16. Nan Robson	2754 Pine Ridge Rd.	
17. Mrs Lorene Kesley		8928293
18. Mr Warren H. Kesley	By Lorene Kesley	

JANUARY TERM 1976

19. Linda A. Harris Rt #3 Oaltewah, Tn. 37363
20. Dana Nolen Rt 3, Box 275-C Oaltewah Tenn.
21. Edgar B Lockwell Rt 3 Box 274 Oaltewah Tenn. 892-6596
22. Christine Blackwell 892-6596
23. Mrs. Linda M. Peach Rt. #3 Box 187F Oaltewah 892-4618
24. Ruth Ballew Rt. #3 Box 186A Oaltewah, Tenn.
25. Mr & Mrs James H. Roe Rt #3 Box 186 Oaltewah Tenn 892-7503
26. Luther Farmer Jr. Rt 3 Box 173
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Judge Moore stated that these petitions were heard at some length on December 3 and were then passed for two Council meetings pending court action.

Attorney Tom Williams appeared on behalf of Messers. Scholze and Martin, who were both also present. Mr. Williams said that the Planning Commission had made a presentation on this at an earlier meeting. Councilman Fuller said that he didn't remember seeing the presentation. Attorney Jac Chambliss, representing Arthur Walters, said a presentation had not been made before the Council and Council members asked to see slides.

A slide presentation was given by Barry Bennett of the Planning Commission.

Mr. Williams stated that Messers. Scholze and Martin had done what the County Council and the Health Department had told them to do. They were planning mobile homes in the same density number of single family dwellings. Mr. Williams stated that there are already quite a few mobile homes in the area, some before you come to Mr. Walters' home, and some after you pass his home. Mr. Williams said that the County does have a need for mobile homes, that houses costing $35,000 or more are out of reach of many people. This area already had mobile homes and Mr. Walters built his home there knowing this. Mr. Williams stated that under the County ordinance Messers. Scholze and Martin could put as many as 7 or 8 mobile homes per acre but were only planning on putting 3.2 per acre.

Mr. Elbert Scholze stated that if you drive over Chattanooga, you will not find a better place, or no place with that many mobile homes already there. Mr. Scholze said that Chattanooga needs this planned unit development and more like it. Mr. Scholze said that in 1973 he went to the Planning Commission to get information on this and was told that Hamilton County wanted someone to develop a planned unit development for mobile homes. They thought this area would be good. Mr. Scholze said they asked the planning commission for guide lines and then went ahead with planning. Glenn Gatling did the engineering. They had a meeting with the Planning Commission, the Health Department, etc., and it was asked that the density be cut from 5 to 3 (3 is the same as subdivisions for home). Dr. Failing of the Health Department suggested cluster planning. Mr. Gatling drew up plans and submitted these to the Planning Commission. The rezoning was approved by the Planning Commission and then by the County Council and

and everybody involved congratulated them for having done such a good job. Mr. Scholze said that they had done everything everybody had told them to do. They had complted 26 units over the past year and want to develop this further. Mr. Scholze said that there were several people there today to testify in defense of the mobile home park.

Mr. John Gravel, who lives immediately adjacent to the area, said that the development had helped him, that the drainage had been greatly improved, and that no one in the park bothered him. Mr. Edgar Blackwell said that the area had been improved and that he had no bad comments about the development. Mr. Ralph Blackwell, who also lives closeby, said it was a good project and had helped the area, that it was real good for the community.

Mr. Scholze said that some of the people had lived there for as long as a year and they intend to stay if they are allowed to. However, if the County Council does not approve this, there will be over 20 families that will have to move mobile homes. Most of the mobile home parks in the city do not have any vacancies, so these families might have to move to Georgia. It should not be this way here, people have a right to have a good place to live and this includes a place to put a mobile home.

There were 9 or 10 people present who live in the park. Mr. D. E. Heyzer, manager of the park, stated that he had moved here from Georgia to manage the park. He stated that he was given authority to screen the people who live there. He had selected those people that were here today--they were Christian people, church people. Mr. Heyzer said that they do not allow drinking or wild parties and that most of the people who live there do not even smoke. All of them work; none are on welfare.

Mr. Williams further stated Messers. Scholze and Martin had started developing this in April of 1974. He said that Mr. Walters had to drive by that way every day and yet he let them get all that money into the project before he filed suit. Mr. Williams presented a petition signed by 69 people who are familiar with the development and another petition of 42 names of people who live in the park, all in support of the development.

Dr. Failing of the Health Department said that this development took a great deal of time in planning. He stated that the soil in the area was acceptable and the sewage would be pumped from the mobile home area to a remote area to be handled. Dr. Failing stated this is real progress for Hamilton County.

Mr. Jack Chambliss, representing Mr. Walters, stated that he had mailed a letter to the members of the Council "sounding off" and that this had been a long engagement. Mr. Chambliss asked the planning commission if this area at the present time is not zoned residential? John Preston of the Planning Commission said that it is.

Mr. Chambliss said that since this originally was held invalid by the Chancellor, Messers. Martin and Scholze were now proceeding under the new law adopted last year by the County Council. Mr. Chambliss asked Mr. Turner, County Attorney, if he had drafted the law? Mr. Turner said no, that it was done by the Planning Commission. Mr. Chambliss said it was his understanding that it is necessary to have a certain amount of acres for single mobile home lots. Mr. Preston said a 10,000 square foot lot is required. Mr. Chambliss said that Martin and Scholze are trying to do two things at one time: (1) trying to get a rezoning to single lots mobile home district and at the same time (2) get this new zoning rezoned for a mobile home park. Mr. Chambliss said that he would like to ask Mr. Scholze some questions: Mr. Scholze said that he would like to ask Mr. Chambliss some questions too and that this could go on all day. Mr. Chambliss stated then that as he understood it the first time this matter was up for consideration was in 1972 and at that time the planning commission opposed it and the County Council voted against it. Mr. Chambliss said that "we thought we had won and forgot about it and then we looked out one morning last June and a mobile home park was being constructed." No notice of this had come to them from the planning commission or the County Council, Mr. Chambliss stated, and they were not there to object. Mr. Chambliss said they immediately filed a suit questioning the legality of this. Mr. Chambliss stated that this case was tried a year ago and the firm of Crutchfield, Moore and Jenkins were representing this man. They represented him in the trial and in the appeal. Mr. Chambliss said that they were entitled to do this but at the same time it puts the County in a peculiar position because Judge Moore is part of that firm.

Judge Moore stated that he is not, that they informed him in December that he was no longer part of the firm.

Mr. Chambliss said that Mr. Crutchfield is still assistant county attorney and is part of that firm. Mr. Chambliss said that they should not be allowed to put a commercial-type operation into a residential district.

Mr. Walters owns a $150,000 home. Mr. Chambliss presented a petition signed by 20% of the people who live in the adjoining area. Mr. Chambliss said that because of the circumstances when the vote is taken it would be proper for Judge Moore to "recuse himself." "Under the circumstances this matter should be voted on only by other members of the Council," Mr. Chambliss stated. He said that they are attempting to take a residential area and turn it into a different type (mobile homes on large lots) and then amend this to a mobile home park and that this is illegal and improper and should be disallowed.

Mr. Williams stated that notification was given when the matter came up in Chancery Court, that the mailings were made, that Mr. Chambliss is "dealing in innuendo" and attempted character assassination.

(ON MOTION of Councilman Long, seconded by Councilman Mayfield, to adopt the foregoing Resolution. The foregoing Resolution was adopted on a Roll Call vote, with Councilman Long, Mayfield, and Ricketts and Judge Moore voting "aye" and Councilman Fuller passing.)

Judge Moore stated that he was not required to make any explanation but that he had no interest in that lawsuit and if he were to be swayed, it would be against this rather than for, under the circumstances.

State of Tennessee
Hamilton County

JANUARY 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-30

TITLE ACCEPTING THE BID OF THURMAN-BRYANT ELECTRIC CO. FOR ELECTRICAL SUPPLIES TO BE USED AT NEW SILVERDALE GARAGE AMOUNTING TO $3037.25.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ELECTRICAL SUPPLIES FOR THE SILVERDALE GARAGE.

WHEREAS, THE BID OF THURMAN-BRYANT ELECTRIC CO. FOR $3037.25 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF THURMAN-BRYANT ELECTRIC CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

(Judge Moore stated that this is the lowest and best bid.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

DECEMBER 23, 1975

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ELECTRICAL SUPPLIES - NEW GARAGE SILVERDALE
SPECIFICATIONS ATTACHED

DATE: JAN. 5, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PERCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HP

JANUARY TERM 1976

PAGE 1

THURMAN - BRYANT

SPECIFICATIONS - ELECTRICAL SUPPLIES FOR NEW GARAGE AT SILVERDALE

1 EA.	600 AMP TYPE A SW 3 Ø SN 250 VOLT - 4 WIRE		317.36 EA.
2 EA	200 AMP 40 CHT PANELS	66.38 EA	— 132.76
1 EA	200 AMP 30 CHT 3 Ø PANEL		117.44
20 FT.	3" E.M.T.		24.59
2 EA.	3" E.M.T. 90 DEG. ANGLE	8.32 EA	16.64
2 EA.	3" E.M.T. CONN.	4.98 EA	9.96
2 EA.	3" E.M.T. COUP.	3.86 EA	7.72
2 EA	3" WEATHERHEAD	13.65 EA	27.30
100 FT	UNISTRUT		75.56
8 EA.	3" STRAPS FOR UNISTRUT	.43 EA	3.44
10 EA	STRAPS FOR 1/2" E.M.T. UNISTRUT		20.07
10 EA	STRAPS FOR 3/4" E.M.T. UNISTRUT		22.93
50 EA	STRAPS FOR 1" E.M.T. UNISTRUT	.25 EA.	12.50
100 FT	1/2" E.M.T.	8.72 C	87.20
100 FT	3/4" E.M.T.	12.92 C	129.20
3 EA	1/2" E.M.T. CONN.	9.33 C	27.99
2 EA	1/2" E.M.T. COUP.	10.24 C	20.48
3 EA	3/4" E.M.T. CONN.	15.65 C	46.95
2 EA	3/4" E.M.T. COUP.	16.79 C	33.58
10 EA	HANDY BOX 1/2" K.O.		30.72
100 EA	HANDY BOX 3/4" K.O.		33.22
100 EA	1/2" E.M.T. STRAPS		4.18
100 EA	3/4" E.M.T. STRAPS		5.49
25 EA.	1/2" L.B. AND COVERS	1.10 EA	27.50
25 EA.	3/4" L.B. AND COVERS	1.40 EA.	35.00
500 FT.	1" E.M.T.	20.92 C	104.60
50 EA	1" E.M.T. CONN.		12.29
50 EA.	1" E.M.T. COUP.		13.80
			TOTAL - 1400.47

JANUARY TERM 1976

THURMAN-BRYANT

PAGE 2 SPECS. - ELEC. SUPPLIES

50 EA	4 11/16 SQ. OUTLET BOX		
	CONN. 3/4 & 1/2" K.O.		37 10
50 FT.	4" OCT BOX CONN. 3/4" & 1/2" K.O.		14 32
3000 FT.	#12 THHN WIRE - BLACK	29 47/M	88 41
2000 FT.	#12 THHN WIRE - WHITE	29 47/M	58 94
1000 FT.	#10 THHN WIRE - BLACK	44 88/M	44 88
1000 FT.	#8 THHN WIRE - BLACK		77 88
120 F	250 CM-XHHW WIRE - BLACK	86 47/M	103 70
120 F	2" E.M.T.	43 28/C	51 94
16 EA	2" E.M.T. CONN.	.86/EA	13 76
10 EA	2" E.M.T. COUP.	.92/EA	9 20
2 EA	2" L.B. AND COVER	6 15/EA	12 30
25 EA	2" E.M.T. STRAPS	.30/EA	7 50
300 F	2-0' XHHW WIRE - BLACK	488 27/M	146 40
20 EA.	20 AMP S.P. BREAKER	1 72/EA.	34 40
12 EA	30 AMP S.P. BREAKER	1 72/EA.	20 64
6 EA	30 AMP 2 POLE BREAKER	3 97/EA.	23 82
4 EA	50 AMP 2 POLE BREAKER	3 97/EA.	15 88
3 EA	30 AMP 3 POLE BREAKER	13 51/EA.	40 53
500 EA	452 WIRE NUTS	2 87/C	14 35
200 EA	73 WIRE NUTS	1 40/C	2 80
40 EA	DUPLEX RECEPT.	.40/EA	16 00
40 EA	DUPLEX RECPT. PLATES FOR HANDY BOX	.10/EA	4 00
20 EA	S.P. SW - 20 AMP.	1 05/EA	21 00
20 EA	SW PLATES FOR HANDY BOX	.10/EA	2 00
8 EA	OUTSIDE MERCURY 175 WATT LIGHTS	28 88/EA.	231 04
32 EA	8' 2-LITE STRIP LIGHT	8 14/EA	260 48
		TOTAL	1353 35

JANUARY TERM 1976

Thurman - Bryant

PAGE 3

SPECS. - ELEC. SUPPLIES

6 EA	RANGE RECPT. 9306 - BRYANT, OR EQUAL	1.71 EA	10.26
6 EA.	8377 APPLETON COVERS, OR EQUAL	.26 EA	1.56
1 EA	200 AMP 250 VOLT 3 Ø SW		67.57
1 EA	4 KW SPACE HEATER		77.81
100	GROUND WIRE	17.85 C	17.85 C
1 EA	GROUND WIRE CLAMP		.89
200 F	JACK CHAIN	8.93 C	17.86
150 E	S. HOOKS	2.15 C	3.23
250 FT	S.J. CORD 14-3	132.30 M	33.08
100 EA	ROMEX CONN.		9.25
32 EA	DUPLEX RECEPT. (FOR 4" OCT BOX)	.22 EA	7.04
32 EA	4" OCT BOX 1/2 K.O.	.28 EA	8.96
100 FT	#14 THHN GREEN GROUND WIRE		16.25
10 EA	1/4" X 1" EYE BOLTS		6.62
		TOTAL	283.43

TOTAL QUOTE - 3037.25

JANUARY TERM 1976

PAGE 1

GW Supply

SPECIFICATIONS - ELECTRICAL SUPPLIES FOR NEW GARAGE AT SILVERDALE

1 EA.	600 AMP TYPE A SW 3 Ø SN 250 VOLT - 4 WIRE	487.50 Ea.
2 EA	200 AMP 40 CHT PANELS	53.55 Ea.
1 EA	200 AMP 30 CHT 3 Ø PANEL	40.95 Ea.
20 FT.	3" E.M.T.	139.50 C
2 EA	3" E.M.T. 90 DEG. ANGLE	15.34 Ea
2 EA.	3" E.M.T. CONN.	356.94 C
2 EA.	3" E.M.T. COUP.	266.38 C
2 EA.	3" WEATHERHEAD	1,628.64 C
100 FT.	UNISTRUT	113.85 C
8 EA	3" STRAPS FOR UNISTRUT	81.80 C
100 EA.	STRAPS FOR 1/2" E.M.T. UNISTRUT	27.70 C
100 EA	STRAPS FOR 3/4" E.M.T. UNISTRUT	30.90 C
50 EA	STRAPS FOR 1" E.M.T. UNISTRUT	35.40 C
1000 FT.	- 1/2" E.M.T.	10.10 C
1000 FT.	- 3/4" E.M.T.	14.50 C
300 EA	1/2" E.M.T. CONN.	13.38 C
200 EA	1/2" E.M.T. COUP.	10.07 C
300 EA	3/4" E.M.T. CONN.	20.73 C
200 EA	3/4" E.M.T. COUP.	16.64 C
100 EA.	HANDY BOX 1/2" K.O.	37.62 C
100 EA.	HANDY BOX 3/4" K.O.	45.41 C
100 EA.	1/2" E.M.T. STRAPS	3.50 C
100 EA.	3/4" E.M.T. STRAPS	5.80 C
25 EA.	1/2" L.B. AND COVERS	113.10 C
25 EA.	3/4" L.B. AND COVERS	139.30 C
500 FT.	1" E.M.T.	21.90 C
50 EA	1" E.M.T. CONN.	30.81 C
50 EA.	1" E.M.T. COUP.	27.25 C
		1221.69

JANUARY TERM 1976

G W Supply

PAGE 2 SPECS. - ELEC. SUPPLIES

50 EA	4 11/16 SQ. OUTLET BOX CONN. 3/4 & 1/2" K.O.	79.88 C
50 ~~FT.~~ ea	4" OCT BOX ~~CONN.~~ 3/4" & 1/2" K.O.	35.06 C
3000 FT.	#12 THHN WIRE - BLACK	26.39 M
2000 FT.	#12 THHN WIRE - WHITE	26.39 M
1000 FT.	#10 THHN WIRE - BLACK	~~40.08 M~~
1000 FT.	#8 THHN WIRE - BLACK	79.59 M
120 FT.	2 0 CM-XHHW WIRE - BLACK	1,037.88 M
120 FT.	2" E.M.T.	45.33 C
16 EA	2" E.M.T. CONN.	85.19 C
10 EA	2" E.M.T. COUP.	91.46 C
2 EA	2" L.B. AND COVER	696.90 C
25 EA	2" E.M.T. STRAPS	21.20 C
300 FT.	2-0' XHHW WIRE - BLACK	552.21 C
20 EA	20 AMP S.P. BREAKER	1.89 Ea
12 EA	30 AMP S.P. BREAKER	1.89 Ea
6 EA	30 AMP 2 POLE BREAKER	4.37 Ea
4 EA	50 AMP 2 POLE BREAKER	4.37 Ea
3 EA	30 AMP 3 POLE BREAKER	14.86 Ea
500EA	452 WIRE NUTS	35.75 M
200 EA	73 WIRE NUTS	17.65 M
40 EA	DUPLEX RECEPT.	35.08 C
40 EA	DUPLEX RECPT. PLATES FOR HANDY BOX	12.10 C
20 EA	S.P. SW - 20 AMP.	246.00 C
20 EA	SW PLATES FOR HANDY BOX	12.10 C
8 EA	OUTSIDE MERCURY 175 WATT LIGHTS	32.50 Ea
32 EA	8' 2-LITE STRIP LIGHT w/lamp	9.90 Ea.

3004.05

GW Supply

SPECS. - ELEC. SUPPLIES

6 EA	RANGE RECPT. 9306 - BRYANT, OR EQUAL	154.80 C
6 EA.	8377 APPLETON COVERS, OR EQUAL	40.07 C
1 EA	200 AMP 250 VOLT 3 Ø SW	74.25 Ea
1 EA	4 KW SPACE HEATER	36.13 Ea
	GROUND WIRE	178.75 M
1 EA	GROUND WIRE CLAMP	41.00 C
200 FT.	JACK CHAIN	131.46 M
150 EA	S. HOOKS	3.15 C
250 FT.	S.J. CORD 14-3	168.00 M
100 EA	ROMEX CONN.	9.75 C
32 EA	DUPLEX RECEPT. (FOR 4" OCT BOX)	70.80 C
32 EA	4" OCT BOX 1/2 K.O.	34.29 C
1000 FT	#14 THHN GREEN GROUND WIRE	18.53 M
100 EA	1/4" X 1" EYE BOLTS	9.94 C
		367.27

Total 4602.02

JANUARY TERM 1976

FORM JC-107-A
(REV. 8-72)

General Electric Supply COMPANY
A DIVISION OF GENERAL ELECTRIC COMPANY

2800 AMNICOLA HIGHWAY
CHATTANOOGA, TENNESSEE 37406

TELEPHONE NO. 624 0961

WHEN ORDERING, PLEASE REFER TO QUOTATION No. 680

Hamilton County Purchasing Agent
Hamilton County, Tennessee
1110 Dayton Blvd.
Chattanooga, Tennessee 37402

Attention: Mr. P. K. Richard
Reference: New Garage at Silverdale

DATED Dec. 31, 1975

TERMS
% CASH DISCOUNT AS SHOWN BY ITEM

WE THANK YOU FOR YOUR INQUIRY 12-23-75 AND ARE PLEASED TO QUOTE AS FOLLOWS:

QUANTITY	DESCRIPTION	% CASH DISCOUNT	DELIVERY	UNIT PRICE	EXTENSION
1	600 amp. Type A Sw 3 Phase SN 250 volt, 4 wire TH4326			408.97 ea.	408.97
2	200 amp. 40 CHT Panels TL4020S			48.45 ea.	96.90
1	200 amp. 30 CHT 3 Phase Panel TL30-420S			43.22 ea.	43.22
20 Ft.	3" EMT			121.58 C	24.32
2	3" EMT 90 Deg Angle			8.90 ea.	17.80
2	3" EMT Conn. 5065 T&B			6.04 ea.	12.08
2	3" EMT Coup. 5044 T&B			4.72 ea.	9.44
2	3" Weatherhead			25.20 ea.	50.40
100 Ft.	Unistrut (Powerstrut)			102.50 C	102.50
8	3" Straps for Unistrut			74.00 C	5.92
100	Straps for 1/2" EMT Unistrut (PS1026)			36.70 C	36.70
	Cont on Page 2				

ALL AGREEMENTS ARE MADE CONTINGENT UPON DELAYS BEYOND OUR CONTROL: QUOTATION IS SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE STATED, AND ALL ORDERS ARE SUBJECT TO ACCEPTANCE.

THE AMOUNT OF ANY PRESENT OR FUTURE SALES, REVENUE, EXCISE OR OTHER TAX APPLICABLE TO THE MERCHANDISE COVERED BY THIS QUOTATION, OR TO THE SALE OR USE THEREOF, SHALL BE ADDED TO THE PURCHASE PRICE AND SHALL BE PAID BY THE PURCHASER.

WE HOPE THAT WE SHALL BE FAVORED WITH YOUR ORDER, AND ASSURE YOU OF PROMPT ATTENTION.

YOURS TRULY,

(SEE REVERSE SIDE FOR STANDARD CONDITIONS APPLYING)

J. D. Salling (MH)
J. D. Salling, Sales & Quo.

JC-107-B1
(REV. 8-82)

GENERAL ELECTRIC
SUPPLY COMPANY
A DIVISION OF GENERAL ELECTRIC COMPANY

QUOTATION NO. 680

QUANTITY	DESCRIPTION	% CASH DISCOUNT	DELIVERY	UNIT PRICE	EXTENSION
100	Straps for 3/4" EMT Unistrut (PS1027)			40.50 C	40.50
50	Straps for 1" EMT Unistrut (PS1028)			46.40 C	23.20
1,000 Ft.	1/2" EMT			9.53 C	95.30
1,000 Ft.	3/4" EMT			13.68 C	136.80
300	1/2" EMT Conn. 5051 T&B			.16 ea.	48.00
200	1/2" EMT Coup. 5030 T&B			.20 ea.	40.00
300	3/4" EMT Conn. 5053 T&B			.25 ea.	75.00
200	3/4" EMT Coup. 5032 T&B			.31 ea.	62.00
100	Handy Box 1/2" KO 660 Raco			43.80 C	43.80
100	Handy Box 3/4" KO 663 Raco			47.35 C	47.35
100	1/2" EMT Straps 4159 T&B			5.10 C	5.10
100	3/4" EMT Straps 4160 T&B			6.70 C	6.70
25	1/2" LB and Covers			1.77 ea.	44.25
25	3/4" LB and Covers			2.20 ea.	55.00
500 Ft.	1" EMT			20.63 C	103.15
50	1" EMT Conn. 5055 T&B			.42 ea.	21.00
50	1" EMT Coup. 5034 T&B			.48 ea.	24.00
50	4 11/16 Sq. Outlet Box Conn. 3/4 & 1/2" KO #245 Raco			88.75 C	44.38

Cont on Page 3

JANUARY TERM 1976

JC-107-81
(REV. 8-62)

GENERAL ELECTRIC SUPPLY COMPANY
A DIVISION OF GENERAL ELECTRIC COMPANY

QUOTATION NO. 680

QUANTITY	DESCRIPTION	% CASH DISCOUNT	DELIVERY	UNIT PRICE	EXTENSION
50 Ft.	4" Oct Box Conn. 3/4" & 1/2" KO #127 Raco			40.80 C	20.40
3,000 Ft.	#12 THHN Wire, Black Solid			25.32 M	75.96
2,000 Ft.	#12 THHN Wire, White Solid			25.32 M	50.64
1,000 Ft.	#10 THHN Wire, Black Solid			40.77 M	40.77
1,000 Ft.	#8 THHN Wire, Black Stranded			81.58 M	81.58
120 Ft.	250 CM-XHHW Wire, Black			961.38 M	115.36
120 Ft.	2" EMT			42.67 C	51.20
16	2" EMT Conn. 5061 T&B			172.00 C	27.52
10	2" EMT Coup. 5040 T&B			192.00 C	19.20
2	2" LB and Cover			8.72 ea	17.44
25	2" EMT Straps 4181 T&B			73.00 C	18.25
300 Ft.	2-0' XHHW Wire, Black			511.52 M	153.46
20	20 amp. SP Breaker TQL1120			1.99 ea	39.80
12	30 amp. SP Breaker TQL1130			1.99 ea	23.88
6	30 amp. 2 pole Breaker TQL2130			4.60 ea	27.60
4	50 amp. 2 pole Breaker TQL2150			4.60 ea	18.40
3	30 amp. 3 pole Breaker THQL32030			15.67 ea	47.01
500	#452 Wire Nuts			35.75 C	178.75
200	73 Wire Nuts			18.30 C	36.60

Cont on Page 4

JC-107-91
(REV. 9-62)

GENERAL ELECTRIC SUPPLY COMPANY
A DIVISION OF GENERAL ELECTRIC COMPANY

QUOTATION NO. 680

QUANTITY	DESCRIPTION	% CASH DISCOUNT	DELIVERY	UNIT PRICE	EXTENSION
40	Duplex Recept GE 4077-1			.53 ea.	21.20
40	Duplex Recept Plates for Handy Box #864			14.10 C	5.64
20	SP SW 20 amp. GE 5961-1			1.39 ea.	27.80
20	SW Plates for Handy Box #865			14.60 C	2.92
8	Outside Mercury 175 W Lights			28.90 ea.	231.20
32	8' 2 Lite Strip Light			10.90 ea.	348.80
6	Range Recept 9306 Bryant or equal GE 4152-3			1.80 ea.	10.80
6	#8377 Appleton Covers or equal #810 Raco			2.50 ea.	15.00
1	200 amp. 250 volt 3 phase SW TH4324			92.62 ea.	92.62
1	4 KW Space Heater			115.00 ea.	115.00
	Ground Wire #4 Bare Copper			19.14 C Ft.	
1	Ground Wire Clamp GA17			.75 ea.	.75
200 Ft.	Jack Chain UM47-C			9.50 C Ft.	19.00
150	S Hooks UM-113			4.50 C	6.75
250 Ft.	S. J. Cord 14-3			170.75 M	42.69
100	Romex Conn. 6623 Regal			10.95 C	10.95
32	Duplex Recept (for 4" Oct Box) GE 4048-1			130.20 C	41.66
32	4" Oct Box 1/2 KO #125			38.10 C	12.19
1,000 Ft.	#14 THHN Green Ground Wire, Solid			17.02 M	17.02
100	1/4" x 1" Eye Bolts			.98 ea.	98.00

3878.59

JANUARY TERM 1976

SPECIFICATIONS - ELECTRICAL SUPPLIES FOR NEW GARAGE AT SILVERDALE

Roland Co

1 EA.	600 AMP TYPE A SW 3 Ø SN 250 VOLT - 4 WIRE	[redacted] 335.70 EA
2 EA	200 AMP 40 CKT PANELS	69.50 EA
1 EA	200 AMP 30 CKT 3 Ø PANEL	115.83 EA
20 FT.	3" E.M.T.	121.53/c
2 EA.	3" E.M.T. 90 DEG. ANGLE	8.91 EA
2 EA.	3" E.M.T. CONN.	4.85 EA
2 EA.	3" E.M.T. COUP.	3.60 EA.
2 EA.	3" WEATHERHEAD	14.33 EA
100 F	UNISTRUT	82.75/c
8 EA.	3" STRAPS FOR UNISTRUT	46.69/c
100 EA.	STRAPS FOR 1/2" E.M.T. UNISTRUT	21.98/c
100 EA	STRAPS FOR 3/4" E.M.T. UNISTRUT	25.12/c
50 EA	STRAPS FOR 1" E.M.T. UNISTRUT	26.89/c
100 FT.	- 1/2" E.M.T.	9.55/c
100 FT.	- 3/4" E.M.T.	13.71/c
300 EA	1/2" E.M.T. CONN.	.12 EA
100 EA	1/2" E.M.T. COUP.	.16 EA
100 EA	3/4" E.M.T. CONN.	.21 EA
100 EA.	3/4" E.M.T. COUP.	.24 EA
100 EA.	HANDY BOX 1/2" K.O.	.31 EA
100 EA.	HANDY BOX 3/4" K.O.	.33 EA
100 EA.	1/2" E.M.T. STRAPS	.05 EA
100 EA.	3/4" E.M.T. STRAPS	.06 EA
25 EA.	1/2" L.B. AND COVERS	1.39 EA
25 EA.	3/4" L.B. AND COVERS	1.66 EA
500 FT.	1" E.M.T.	20.67/c
50 EA	1" E.M.T. CONN.	34.60/c
50 EA	1" E.M.T. COUP.	40.25/c
		1460.38

JANUARY TERM 1976

PAGE 2 SPECS. - ELEC. SUPPLIES

Noland Co.

50 EA	4 11/16 SQ. OUTLET BOX	
	CONN. 3/4 & 1/2" K.O.	71.30/c
50 FT.	4" OCT BOX CONN. 3/4" & 1/2" K.O.	27.60/c
3000 FT.	#12 THHN WIRE - BLACK	33.28/m
2000 FT.	#12 THHN WIRE - WHITE	33.28/m
1000 FT.	#10 THHN WIRE - BLACK	50.67/m
1000 FT.	#8 THHN WIRE - BLACK	87.93/m
120 FT.	250 CM-XHHW WIRE - BLACK	1005.10/m
120 FT.	2" E.M.T.	42.78/c
16 EA	2" E.M.T. CONN.	1.40 EA
10 EA.	2" E.M.T. COUP.	1.00 EA
2 EA	2" L.B. AND COVER	7.64 EA
25 EA.	2" E.M.T. STRAPS	28.75/c
300 FT.	2-0' XHHW WIRE - BLACK	548.55/m
20 EA.	20 AMP S.P. BREAKER	1.89 EA
12 EA	30 AMP S.P. BREAKER	1.89 EA
6 EA	30 AMP 2 POLE BREAKER	4.36 EA
4 EA	50 AMP 2 POLE BREAKER	4.36 EA
3 EA	30 AMP 3 POLE BREAKER	14.80 EA
500EA	452 WIRE NUTS	3.52/c
200 EA	73 WIRE NUTS	1.63/c
40 EA	DUPLEX RECEPT.	40.25/c
40 EA	DUPLEX RECPT. PLATES FOR HANDY BOX	.09 EA
20 EA	S.P. SW - 20 AMP.	2.36 EA
20 EA	SW PLATES FOR HANDY BOX	.10 EA
8 EA	OUTSIDE MERCURY 175 WATT LIGHTS	32.20 EA
32 EA	8' 2-LITE STRIP LIGHT	11.76 EA
		1625.00

PAGE 3 SPECS. - ELEC. SUPPLIES

Noland Co.

6 EA	RANGE RECPT. 9306 - BRYANT, OR EQUAL	1.48 EA
6 EA.	8377 APPLETON COVERS, OR EQUAL	
1 EA	200 AMP 250 VOLT 3 Ø SW	68.62 EA
1 EA	4 KW SPACE HEATER 1Ø	95.11 EA
	GROUND WIRE #4 BARE	19.55/C
1 EA	GROUND WIRE CLAMP	.98 EA
200 FT.	JACK CHAIN	131.40/M
150 EA	S. HOOKS	3.15/C
250 FT.	S.J. CORD 14-3	137.66/M
100 EA	ROMEX CONN.	10.13/C
32 EA	DUPLEX RECEPT. (FOR 4" OCT BOX)	40.25/C
32 EA	4" OCT BOX 1/2 K.O.	27.60/C
100 FT	#14 THHN GREEN GROUND WIRE	22.28/M
10 EA	1/4" X 2" EYE BOLTS	40.25/C
		333.01

Total - 3418.39

QUOTATION

POWER DISTRIBUTORS SUPPLY
CORPORATION
CHATTANOOGA FOOD TERMINAL, P. O. BOX 1323
CHATTANOOGA, TENNESSEE 37401

To OFFICE OF THE COUNTY PURCHASING AGENT Date DECEMBER 30, 1975
1110 DAYTON BLVD. - ATTN: P.K. RICHARD
CHATTANOOGA, TENNESSEE 37405

Item	Quantity	Catalog No.	DESCRIPTION	Net Price	Unit	TOTAL	Shipping Time
			Ref: SILVERDALE GARAGE				

GENTLEMEN:

WE ARE PLEASED TO BID ITEM STOCKED
AS DESCRIBED IN YOUR INQUIRY OF DECEMBER 23:

1 8 175 WATT MERCURY VAPOR SECURITY LIGHTS COMPLETE WITH:

175 WATT MERCURY VAPOR HEAD
TYPE 5 OPTICAL ASSEMBLY
DELUXE LAMP
1000 WATT PHOTO CONTROL
MOUNTING HARDWARE AND WIRE

EACH COMPLETE UNIT: 29.00 EA. 232.00 CHATTA. STOCK

THIS IS THE SAME TYPE AND QUALITY USED BY

THE ELECTRIC POWER BOARD OF CHATTANOOGA.

TERMS: NET 30 DAYS

All materials is subject to prior sale

Prices quoted F. O. B. DESTINATION . Cheapest transportation allowed.

POWER DISTRIBUTORS SUPPLY CORP.
By James M. Stephenson
JAMES M. STEPHENSON

THE ABOVE QUOTATION SUBJECT TO TERMS AND CONDITIONS SHOWN HEREIN.

JANUARY TERM 1976

PAGE 1

Ramsey Elec

SPECIFICATIONS - ELECTRICAL SUPPLIES FOR NEW GARAGE AT SILVERDALE

see notes at bottom of page 3

			Unit price	Extension
1 EA.	600 AMP TYPE A SW 3 Ø SN 250 VOLT - 4 WIRE Cutler-Hammer	General duty	346.95ea	346.95
		Heavy duty	385.65ea	385.65
2 EA	200 AMP 40 CHT PANELS	single phase 42 cct	46.35ea	92.70
		three phase 42 cct	54.45ea	108.90
1 EA	200 AMP 30 CHT 3 Ø PANEL		41.40ea	41.40
20 FT.	3" E.M.T.		138.66c'	27.73
2 EA.	3" E.M.T. 90 DEG. ANGLE		9.37ae	18.74
2 EA.	3" E.M.T. CONN.		3.89ea	7.78
2 EA.	3" E.M.T. COUP.		2.96ea	~~5.92~~ 5.92
2 EA.	3" WEATHERHEAD		32.41ea	64.82
100 FT.	UNISTRUT either B-22-SH B-Line or B-905 Kindorf (your choice)		92.52c'	92.52
8 EA.	3" STRAPS FOR UNISTRUT	.58ea	~~24.57c~~	~~24.57~~ 4.64
100 EA.	STRAPS FOR 1/2" E.M.T. UNISTRUT		24.57c	24.57
100 EA	STRAPS FOR 3/4" E.M.T. UNISTRUT		28.08c	28.08
50 EA	STRAPS FOR 1" E.M.T. UNISTRUT		30.06c	15.03
1000 FT.	1/2" E.M.T.		10.29c'	102.90
1000 FT.	3/4" E.M.T.		14.77c'	147.70
300 EA	1/2" E.M.T. CONN.	Set-screw	10;26c	30.78
		Compression	16.47c	49.41
200 EA	1/2" E.M.T. COUP.	Set-Screw	11.25c	22.50
		Compression	19.98c	39.96
300 EA	3/4" E.M.T. CONN.	Set-Screw	17.19c	51.57
		Compression	22.77c	68.31
200 EA.	3/4" E.M.T. COUP.	Set-Screw	18.45c	36.90
		Compression	27.63c	55.26
100 EA.	HANDY BOX 1/2" K.O.		33.44c	33.44
100 EA.	HANDY BOX 3/4" K.O.		39.52c	39.52
100 EA.	1/2" E.M.T. STRAPS		3.38c	3.38
100 EA.	3/4" E.M.T. STRAPS		4.23c	4.23
25 EA.	1/2" L.B. AND COVERS		1.26ea	31.50
25 EA.	3/4" L.B. AND COVERS		1.59ea	39.75
500 FT.	1" E.M.T.		22.28c'	111.40
50 EA	1" E.M.T. CONN.	Set-Screw	27.00c	13.50
		Compression	37.53c	18.77
50 EA.	1" E.M.T. COUP.	Set-Screw	30.33c	15.17
		Compression	44.73c	22.37

JANUARY TERM 1976

Ramsey

GE 2 SPECS. - ELEC. SUPPLIES

			Unit prices	Extension
EA	4 11/16 SQ. OUTLET BOX			
	CONN. 3/4 & 1/2" K.O.		80.76c	40.38
FT.	4" OCT BOX CONN. 3/4" & 1/2" K.O.		31.12c	15.56
00 FT.	#12 THHN WIRE - BLACK	stranded	33.69m'	101.07
00 FT.	#12 THHN WIRE - WHITE	"	33.69m'	67.38
00 FT.	#10 THHN WIRE - BLACK	"	51.29m'	51.29
00 FT.	THHN WIRE - BLACK	"	89.00m'	89.00
0 FT.	250 CM-XHHW WIRE - BLACK		1165.33m'	139.84
0 FT.	2" E.M.T.		46.10c'	55.32
EA	2" E.M.T. CONN.	Set-Screw	94.50c	15.12
		Compression	146.16c	23.39
EA.	2" E.M.T. COUP.	Set-Screw	101.43c	10.14
		Compression	148.32c	14.83
EA	2" L.B. AND COVER		7.03ea	14.06
EA.	2" E.M.T. STRAPS		26.03c	6.51
0 FT.	2-0' XHHW WIRE - BLACK		620.03m'	186.01
EA.	20 AMP S.P. BREAKER	Cutler-Hammer CH120	1.89ea	37.80
EA	30 AMP S.P. BREAKER	CH130	1.89ea	22.68
EA	30 AMP 2 POLE BREAKER	CH230	4.37ea	26.22
EA	50 AMP 2 POLE BREAKER	CH250	4.37ea	17.48
EA	30 AMP 3 POLE BREAKER	CH330	14.85ea	44.55
0EA	452 WIRE NUTS		4 3.22c	16.10
0 EA	73 WIRE NUTS		1.65c	3.30
3 EA	DUPLEX RECEPT.	1410X Sierra	73.75c	29.50
0 EA	DUPLEX RECPT. PLATES FOR HANDY BOX		10.48c	4.19
0 EA	S.P. SW - 20 AMP.	5021X Sierra	1.63ea	32.60
0 EA	SW PLATES FOR HANDY BOX		10.80c	2.16
EA	OUTSIDE MERCURY 175 WATT LIGHTS		no bid	—
2 EA	8' 2-LITE STRIP LIGHT		11.00ea	352.00

JANUARY TERM 1976

AGE 3 SPECS. - ELEC. SUPPLIES RAMSEY

			Unit prices	Extensions
6 EA	RANGE RECPT. 9306 - BRYANT, OR EQUAL Eagle 32B		1.62ea	9.72
6 EA.	8377 APPLETON COVERS, OR EQUAL		35.62c	2.14
1 EA	200 AMP 250 VOLT 3 Ø SW.	General duty Heavy duty	74.25ea ~~87x87~~ 87.75ea	74.25 87.75ea
EA	4 KW SPACE HEATER		no bid	—
	GROUND WIRE		no bid	—
EA	GROUND WIRE CLAMP		no bid	
00 FT.	JACK CHAIN		13.14c	26.28
50 EA	S. HOOKS		3.65c	4.73
0 FT.	S.J. CORD 14-3		155.39m'	38.85
00 EA	ROMEX CONN.		9.85c	9.85
2 EA	DUPLEX RECEPT. (FOR 4" OCT BOX) Eagle 869,	with cover	116.87c	37.40
2 EA	4" OCT BOX 1/2 K.O.		30.48c	9.75
1000 FT	#14 THHN GREEN GROUND WIRE stranded		22.54m'	22.54
100 EA	1/4" X 1" EYE BOLTS		no bid	

Cutler-Hammer panels and breakers are not interchangeable with other brands.

In some cases where the specification id not explicit, we have offered a choice of two items.

QUOTATION

GraybaR

ELECTRIC COMPANY, INC.

WHEN ORDERING PLEASE MENTION JAN 5 1976 (DATE - REFERENCE)

YOUR REFERENCE SILVER DALE GARAGE

HAMILTON COUNTY
1110 DAYTON BLVD
CHATT TENN 37402
ATTN R.K. RICHARD

PAGE 1 OF 4.

SALESMAN D.C. MALISKEY

TELEPHONE 698 8021

WE APPRECIATE YOUR INQUIRY OF AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

QUANTITY	DESCRIPTION OF MATERIAL	Rate of Cash Discount	F.O.B. (See Footnote)	UNIT PRICE	TOTAL
1	TG4326 GE 600AMP SWITCH	2	DEST	387.50EA	
2	TL4020 GE 200AMP 40CKT PANEL	2		51.00EA	
1	TL30-420 GE 200 30CKT SH PANEL	2		45.50EA	
20	3" EMT CONDUIT	2	DEST	14.26CKT	
2	3" EMT ELBOW	2		12.25EA	
2	TW300SI APPLETON EMT CONN	2		5.91EA	
2	TWC300S " " COUP	2		4.62EA	
2	SH108 S. City WEATHERHEAD	2		26.20EA	
100	G1315MG-10 GLOBE STRUT	2		54.70c	
8	412-3 3" STRAPS	2		58.70c	
100	412-1/2 1/2"	2		27.60c	
100	412-3/4 3/4"	2		31.60c	
50	412-1 1"	2		33.90c	
1000'	1/2 EMT CONDUIT	2		10.65c	
1000'	3/4 EMT "	2		15.29c	
300	TW50SI APPLETON 1/2 EMT CONN	2		15.19c	
200	TWC50S " " " COUP	2		19.79c	

Shipment _____

We hope that we shall be favored with your order, and assure you of prompt attention.

Yours truly,

S. P. – Shipping Point
DEST. – Destination
S. P. FRT. ALL. – Shipping Point Freight Allowed

F-55-B (5-67)

JANUARY TERM 1976

QUOTATION

GraybaR

ELECTRIC COMPANY, INC.

WHEN ORDERING PLEASE MENTION JAN 5 PTL (DATE - REFERENCE)

YOUR REFERENCE

Hamilton County
Silverdale Garage
PAGE 2 OF 4

SALESMAN

TELEPHONE

WE APPRECIATE YOUR INQUIRY OF AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

ANTITY	DESCRIPTION OF MATERIAL	Rate of Cash Discount	F.O.B. (See Footnote)	UNIT PRICE	TOTAL
20	TW 75 SI Appleton 3/4 EMT CONN	2	DEST	24.89c	
20	TWC 75 S " " " COUP	2		30.77c	
20	58361 1/2 S. City HANDY BOX	2		41.80c	
100	58361 3/4 " " "	2		45.20c	
100	260 ST EFCOR 1/2" EMT STRAPS	2		5.10c	
100	261 ST " 3/4 " "	2		6.70c	
25	LB 17 C. HINDS CONDULET	2		1.22EA	
25	170 COVER	2		.36EA	
25	LB 27 CONDULET	2		1.46EA	
25	270 COVER	2		.42EA	
100'	1" EMT CONDUIT	2		23.04c	
50	TW 100 SI Appleton 1" EMT CONN	2		41.94c	
50	TWC 100 S " " " COUP	2		47.82c	
50	72151 1/2+3/4 S. City BOX	2		82.70c	
50	54151 1/2+3/4 " BOX	2		38.90c	
2000	12 THHN SOL BLACK WIRE	2		29.66MFT	
2000	12 THHN SOL WHITE WIRE	2		29.66MFT	

Shipment

We hope that we shall be favored with your order, and assure you of prompt attention.

Yours truly,

S. P. – Shipping Point
DEST. – Destination
S. P. FRT. ALL. – Shipping Point Freight Allowed

55-8 (5-67)

JANUARY TERM 1976

QUOTATION

GraybaR

ELECTRIC COMPANY, INC.

WHEN ORDERING PLEASE MENTION JAN 5 1976 (DATE - REFERENCE)

YOUR REFERENCE

Hamilton County
Silverdale Garage
PAGE 3 OF 4

SALESMAN

TELEPHONE

WE APPRECIATE YOUR INQUIRY OF AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

QUANTITY	DESCRIPTION OF MATERIAL	Rate of Cash Discount	F.O.B. (See Footnote)	UNIT PRICE	TOTAL
000	10 THHN SOL BLACK WIRE	2	DEST	47.74/MFT	
000	8 THHN STR BLACK WIRE	2		92.91/MFT	
20	250 MCM XHHW	2		1149.99/MFT	
120	2" EMT CONDUIT	2		47.69c	
16	TW 200 ST APPLETON 2" EMT CONN	2		168.56c	
10	TWC 200 S " " COUP	2		188.16c	
2	LB 67 C. HINDS CONDULET	2		7.44/EA	
2	670 " COVER	2		1.28/EA	
25	265 ST EFCOR 2" EMT STRAP	2		36.10c	
300	2/0 XHHW BLACK WIRE	2		631.78/MFT	
20	TQL 1120 GE 20A SP BKR	2		2.10/EA	
12	TQL 1130	2		2.10/EA	
6	TQL 2130	2		4.85/EA	
4	TQL 2150	2		4.85/EA	
3	THQL 32030	2		16.50/EA	
500	30-452 IDEAL WIRE NUTS	2		4.21c	
200	30-073 " "	2		2.15c	

Shipment

We hope that we shall be favored with your order, and assure you of prompt attention.

Yours truly,

S. P. – Shipping Point
DEST. – Destination
S. P. FRT. ALL. – Shipping Point Freight Allowed

55-B (5-67)

QUOTATION

GraybaR

ELECTRIC COMPANY, INC.

WHEN ORDERING PLEASE MENTION JAN 5 1976 (DATE - REFERENCE)

YOUR REFERENCE

HAMILTON COUNTY
SILVERDALE GARAGE
PAGE 4 OF 4.

SALESMAN

TELEPHONE

WE APPRECIATE YOUR INQUIRY OF AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION

QUANTITY	DESCRIPTION OF MATERIAL	Rate of Cash Discount	F.O.B. (See Footnote)	UNIT PRICE	TOTAL
40	2231 LEVITON DUPLEX RECPT	2	DEST	38.59c	
40	58C7 S.City COVER	2		13.10c	
20	1221 HUBBELL SWITCH	2		2.87EA	
20	58C30 S.City COVER	2		13.50c	
8	C649G913A GE fixture complete				
	with CAMP	N		33.65EA	
32	SS296C4-120V METALUX fixture	1		13.00EA	
6	5206 LEVITON RANGE RECPT	2		1.57EA	
6	8377 APPLETON COVER	2		44.52c	
1	TG4324 GE 200AMP SWITCH	2		82.50EA	
1	P440 MARTIN HEATER	2		28.47EA	
1	GA17DC EFLOR CLAMP	2		.50EA	
250'	14/3 SJ CORD	2		124.23MFT	
100	3302 T+B ROMEX CONN	2		19.10c	
32	2231 LEVITON DUPLEX RECP	2		38.59c	
32	54151 1/2 S.City OCT BOX	2		30.30c	
1000'	14 THHN SOL GREEN WIRE	2		19.95MFT	

Shipment STOCK TO 4 WKS

We hope that we shall be favored with your order, and assure you of prompt attention.

Yours truly,

S. P. – Shipping Point
DEST. – Destination
S. P. FRT. ALL. – Shipping Point Freight Allowed

SF-55-B (5-67)

State of Tennessee
Hamilton County

January 21, 1976

JANUARY TERM 1976

A RESOLUTION

NO. 176-31

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO AND EXECUTE A NEW AND MODIFIED AGREEMENT FOR THE PROVISION OF ARCHITECTURAL SERVICES TOWARD CONSTRUCTING A NEW HEALTH SERVICES COMPONENT IN SODDY-DAISY, TENNESSEE, AND TO PAY THEREUNDER PREVIOUSLY APPROPRIATED SUMS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, by Resolution 1075-23, a copy of which is attached hereto, the County Judge was authorized to enter into, execute and pay certain sums under an agreement for the provision of architectural services toward constructing a new health services component for the Human Resources Center in Soddy-Daisy, Tennessee; and

WHEREAS, due to subsequent developments relating to the construction of said facility, it has become necessary to modify the agreement referred to by Resolution 1075-23.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the County Judge is authorized to enter into and execute a new and modified agreement, a copy of which is attached hereto and incorporated herein by reference, for the provision of architectural services toward constructing a new health services component in Soddy-Daisy, Tennessee, and to pay thereunder such sums as were previously appropriated toward this end.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was a modification of a contract approved in December with Franklin.)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document B141

Standard Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this day of in the year of Nineteen Hundred and Seventy-Five

BETWEEN the Owner: Hamilton County, Tennessee

and the Architect: James Franklin, Architects/Planners, P.A.

For the following Project: Construction of a new Health Services Component for
(Include detailed description of Project location and scope)
the Human Resources Center in Soddy, Tennessee.

The Owner and the Architect agree as set forth below.

FIXED FEE

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

See Attachment No. 1

A. *FOR BASIC SERVICES,* as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a FIXED FEE
Nineteen Thousand Seven Hundred Fifty-Nine--dollars ($19,759.00-------).

B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rates below
For the purpose of this Agreement, the Principals are:
James R. Franklin at the fixed rate of Thirty-Five and No/100 Dollars ($35.00) per hour.
W. Vance Travis, Jr. at the fixed rate of Thirty and No/100 Dollars ($30.00) per hour.

2. Employees' time (other than Principals) at a multiple of Two and One-Half-------- (2-1/2---) times the employees' Direct Personnel Expense as defined in Article 4.

3. Services of professional consultants at a multiple of One and One-Fourth ------ (1-1/4---) times the amount billed to the Architect for such services.

D. *FOR REIMBURSABLE EXPENSES,* amounts expended as defined in Article 5.

III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

A. *IF SCOPE* of the Project is changed materially, compensation shall be the subject to renegotiation.

B. *IF THE SERVICES* covered by this Agreement have not been completed within Twelve ---- ----------(--12------) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES: SEE ATTACHMENT NO. 1

~~The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.~~

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

~~**1.1.9** The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.~~

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

~~**1.1.10** The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.~~

~~**1.1.11** The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.~~

~~**1.1.12** The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.~~

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

~~**1.1.14** The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

~~**1.1.15** Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract~~

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

~~1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.~~

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

ATTACHMENT NO. 1

1.1 BASIC SERVICES

Basic services provided by the Architect shall include those services described in Paragraph 1.1 of this contract with the exclusion of Sections 1.1.9 and 1.1.10 - 1.1.20. Interior design as described in Paragraph 1.3.8 of this contract and specifically including interior space planning and specifications for a modular component room enclosure and partition system with casework shall be a basic service of the Architect. The Architect will furnish a listing of required desks, chairs, area seating, and task lamps, listing three acceptable alternates for each item where possible. Review of shop drawings and inspection of construction shall not be the responsibility of the Architect and shall not be considered basic services under this contract. The Architect shall furnish the purchasing agent of the Owner with all drawings and specifications necessary for the bidding of the prefabricated metal building shell, canopies, mechanical and electrical systems, modular partition system casework and finish materials. The drawings will include one set of unerasable sepias. The Architect shall review a list of medical equipment for the building (including examination, X-ray, dental, emergency laboratory, sterilization and office equipment) submitted to him by the Owner for compatability with the building construction, but shall not be responsible for the specifications, bidding, purchasing, or installation of such equipment.

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

SEE ATTACHMENT NO. 2

ARTICLE 3

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

~~6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:~~

SEE ATTACHMENT NO 3

~~Schematic Design Phase .....~~	~~15%~~
~~Design Development Phase .....~~	~~35%~~
~~Construction Documents Phase ...~~	~~75%~~
~~Bidding or Negotiation Phase ....~~	~~80%~~
~~Construction Phase .....~~	~~100%~~

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

ATTACHMENT NO. 2

2.10 The owner shall assume full responsibility for the construction of the building in accordance with the drawings and specifications furnished by the Architect. The Owner's agent shall review and approve shop drawings and any review of such manufacturer's drawings or any visits to the construction site by the Architect shall receive additional compensation in accordance with his standard fee schedule.

2.11 The Owner shall be responsible for the site preparation and the placement and compaction of fill necessary for the erection of the building and shall verify by a competent soils testing lab report, that the condition of the existing soil and any compacted fill material placed under the building does meet the design criteria for the building's foundations as indicated on the Architect's drawings and in the specifications. The Owner agrees to pay for any additional services required to modify foundation design if such soil conditions do not satisfy the design criteria.

ATTACHMENT NO. 3

Paragraph 6.1.2 shall be amended to read: The Architect shall receive 100% of his contracted compensation upon submitting complete construction document to the Owner.

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

20 percent if termination occurs during the Schematic Design Phase; or

10 percent if termination occurs during the Design Development Phase; or

5 percent if termination occurs during any subsequent phase.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 14
OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER: Hamilton, County Tennessee

ARCHITECT: James Franklin, Architects/ Planners, P. A.

Don Moore, Hamilton County Judge

James R. Franklin, President

JANUARY TERM 1976

State of Tennessee
Hamilton County

October 15, 1975

A RESOLUTION

NO. 1075-23

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO, EXECUTE AND PAY CERTAIN SUMS UNDER AN AGREEMENT FOR THE PROVISION OF ARCHITECTURAL SERVICES TOWARD CONSTRUCTING A NEW HEALTH SERVICES COMPONENT FOR THE HUMAN RESOURCES CENTER IN SODDY-DAISY, TENNESSEE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the provision of health services, to the residents of Hamilton County that reside in areas without adequate health facilities therein is a primary concern to the leaders and citizenry of this County; and

WHEREAS, a prerequisite step to constructing this health-services facility involves engaging the services of a competent and professional architectural firm .

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into and execute the attached agreement, said agreement being herein incorporated by reference, for the purpose of securing architectural services toward the construction of a new Health Services Component for the Human Resources Center in Soddy-Daisy, Tennessee, and the County Judge is further authorized to pay Nineteen Thousand Seven Hundred and Fifty-Nine Dollars ($19,759.00) thereunder.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Action taken Adopted

Member of the County Council

State of Tennessee
Hamilton County

January 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 176-32

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN OFFER TO PURCHASE REAL PROPERTY AGREEMENT AND TO PAY CERTAIN AMOUNTS THEREUNDER FOR THE PURPOSES HEREIN DESCRIBED.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, it was anticipated in the use of Federal revenue sharing funds that certain amounts thereof would be utilized for the acquisition of properties, including one or more that could be made available for use by Baroness Erlanger Hospital for certain times, purposes and duration; and

WHEREAS, certain real properties may be acquired by Hamilton County for the abovementioned purposes, among other uses and purposes, said real properties more particularly described in an "Offer to Purchase Real Property Agreement", which document is attached hereto and incorporated herein by reference; and

WHEREAS, the Owners of said real properties, by and through their agents, have indicated that they will accept said "Offer to Purchase Real Property Agreement" and contract with Hamilton County according to the terms therein.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is authorized to execute and complete the attached "Offer to Purchase Real Property Agreement" and such other documents as are referred to therein in order to accomplish the purposes hereinabove described, and that the sum of Three Hundred Twenty-Five Thousand Dollars ($325,000.00) is hereby appropriated for said purpose, same to be paid by the County Judge in order to fulfill the intent hereinabove expressed.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Joe Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this would authorize the County Judge to enter into a contract on the Durr-Fillauer property. It is anticipated that this property will be used by Erlanger Hospital at least partly for warehouse space and purchasing department.)

OFFER TO PURCHASE REAL PROPERTY AGREEMENT

The County of Hamilton in the State of Tennessee, hereinafter referred to as Purchaser, and sometimes hereinbelow referred to as lessor, hereby expresses its offer and intent to purchase the following described real estate:

Lots 1, 2, 3, 15, 16, 17, 18, 19 and 20, Block 1 of Weihl and Patten's Addition #2, located in the City of Chattanooga, County of Hamilton, State of Tennessee, together with and including any and all improvements thereon,

said offer and intent to purchase being made to Marie and George Fillauer, Sr., and George Fillauer, Jr., same being the rightful owners in fee absolute of the above described real property, and same being hereinafter referred to as the Owners of said property, this offer and intent to purchase being made by and through the Agents for said Owners, the Pat St. Charles Co. of Chattanooga, Tennessee.

Furthermore, this offer and intent to purchase is made upon the following terms and conditions, each of which is the result of negotiations between said Purchaser and said Agents for Owners, and each following term and/or condition embodying the full and complete understanding and agreement of the parties mentioned herein.

1. Purchaser will pay as consideration for said real property the sum of Four Hundred and Fifty Thousand Dollars ($450,000.00), payment to be made as follows:

   (a). Three hundred twenty-five thousand Dollars ($325,000.00) to be tendered, following acceptance of this offer by said Owners, on or before March 1st, 1976, and

   (b). The balance, being One hundred twenty-five thousand Dollars ($125,000.00), shall be deemed as paid in full by said Purchaser upon Purchaser executing a lease agreement according to the terms and conditions as hereinbelow set forth, said lease being with the Durr-Fillauer Orthopedic Retail Company of Birmingham, Alabama, and, further, upon such lease execution, with payment thereunder running from said Durr-Fillauer Company to said Owners by way of the Agents of said Owners, the Owners

will hold Purchaser harmless for any and all other payments under the agreement herein for the purchase of the real property hereinabove described.

2. Purchaser will enter into a lease agreement with the Durr-Fillauer Co. of Birmingham, Alabama, hereinafter sometimes referred to as tenant and/or lessee, for the leasing of certain portions of the ground floor of a structure which presently exists upon the aforementioned real property, and which structure is commonly known and referred to as the Fillauer building, said Fillauer building being the only structure intended for lessee occupancy and/or use, said lease to include the following terms:

(a). The term of said lease shall be for ten (10) years, commencing March 1st, 1976 and, unless otherwise provided, terminating March 1st, 1986;

(b). There shall be granted to said lessees an option to renew said lease for a term of five (5) years, the terms of such renewal to be mutually agreed upon at such time by the lessee and lessor;

(c). The area to be leased shall include the eastern 31 feet x 133 feet of the ground floor within said Fillauer building, plus a 16 feet x 20 feet "dog-leg" portion located in the vicinity of the currently existing main entrance to the said building, the total area being leased inside said structure being forty-four hundred fifty (4,450) square feet, more or less;

(d). The lessee shall also be entitled to twenty (20) parking spaces for lessee's employee and/or customer usage, such spaces to be located in the area which is behind the said building, that is, the area farthest from the present main entrance and which is suitable to be used for parking purposes, provided, however, that when and if any other structure or improvement, excluding said "Old Drugstore" building, presently existing upon the aforementioned real property, is demolished and the situs thereof is improved for parking purposes, then ten (10) of the said parking spaces may be relocated to an area within and bordering

the streets c[illegible]rd and Hampton [illegible] of Chattanooga, further provided, that if the lessor determines that it is necessary to change the use of the area within and bordering the streets abovenamed, following said initial relocation, then the said ten (10) parking spaces may be again relocated to the area first abovementioned in this (d) section;

(e). The costs of any and all utility charges will be borne by the lessor, provided, however, that such bearing of costs will be limited to the utility costs arising from the exclusive office and/or retail usage of the demised premises by said lessee;

(f). The lessor will install partition walls and an air conditioning system for said Fillauer building, such installations to be according to the representations shown upon a schematic diagram of the demised areas, a copy of said diagram being attached hereto and incorporated herein by reference, provided, however, that upon installation of said air conditioning system, the lessee will be responsible for any and all maintenance and/or repairs thereto, and, further, that any and all remodeling and/or redecorating of said leased premises within said structure, which may be desired by lessee, will be the responsibility of the lessee, upon the prior written approval of Lessor by and through its chief executive officer.

(g). The rental payments due from lessee shall be payable at the rate of eighteen thousand Dollars ($18,000.00) per year, with the stipulation that, if said amount is not prepaid on each first day of each year of this lease, lessee will make payment to lessor, or lessor's assignee of the proceeds, in the amount of fiteen hundred Dollars ($1,500.00) per month;

(h). The proceeds from the rental payments will be assigned by said Purchaser-Lessor to the Pat St. Charles Co. of Chattanooga, Tennessee, so long as the Pat St. Charles Company remains Agents for Owners, otherwise, payments will be made by lessee, or, if applicable, other responsible party, to the Owners or such designee as

Owners may make as recipient of said payments,

(i). The lessee will be given occupancy and usage of the leased premises no later than March 1st, 1976;

(j). In the event of any Act of God or other natural cause, the leased premises be destroyed or otherwise rendered non-useable for the purposes herein intended, then the lessor shall be held harmless by the lessee and the lease shall be at an end between said lessor and said lessee, provided, however, that upon such lease termination, lessor agrees to continue and assume the rental payments coming due, paying same to said Agents for Owners for the lease term which would have remained unexpired had it not been for said termination, further provided that lessor reserves the right to find a new tenant-lessee at such time as lessor desires, and Owners agree to thereupon release lessor from any and all responsibility or liability for payments which may thereafter become due and payable to Owners through Agents of Owners, further provided, however, that in the event of said termination of lease due to the reasons hereinabovementioned, lessor may continue and assume the rental payments as hereinabove provided, or, at lessor's option, lessor may elect to pay to Owners the present worth of the principal amount of the one hundred twenty-five thousand Dollars ($125,000.00) balance referred to in Section 1 (a) above, reduced by appropriate amounts according to the prior payments made under the provisions of the lease agreement between lessor and the lessee, Durr-Fillauer Company.

3. It is understood and agreed that the execution of the lease agreement abovementioned, by and between said Purchaser and said Durr-Fillauer Co., by and before the date of closing of this purchase of said real property, is a condition precedent to this offer and intent to purchase and any acceptance of this offer by said Owners is contingent in effect upon execution of said lease between the aforementioned parties to said lease.

4. It is also hereby made known to said Owners that, in the event that agreement hereto does not follow within a reasonable

period of time, then Purchaser, being a political subdivision of the State of Tennessee and possessing all the rights and powers attaching thereto, may be required to acquire said real property by exercising its inherent powers of Eminent Domain.

In order to make this offer valid, said Purchaser herewith deposits the sum of one Dollar ($1.00) and other good and valuable consideration, with the Agents for said Owners, which sum, if the sale is consummated, shall be credited on the abovementioned purchase price and constitute a part of the cash payment for said property.

In the event that title to said property be defective and cannot be perfected within a reasonable time, or in the event this offer is not accepted by the owner within a reasonable time, or in the event that lessor and lessee are unable to agree upon the terms of a lease agreement, then this offer shall stand revoked and the sum deposited shall be returned to said Purchaser.

Should said Purchaser revoke or withdraw this offer, or fail or refuse to carry out its terms, then the owners may, at their option, retain the sum of money deposited as full and complete liquidated damages for purchaser's failure or refusal to abide by the terms hereof, or proceed to enforce their legal rights, if any.

Should this offer be accepted by the owners, purchaser agrees to close the purchase within one hundred twenty (120) days from the date that notification of acceptance is given to purchaser. Taxes which may be due shall be pro-rated between the parties hereto from the date of closing. Possession of said property shall be fully and completely transferred to purchaser and secured by purchaser on or before the date of closing.

Signed this _____ day of _____, 1976,

FOR HAMILTON COUNTY
(PURCHASER)

_____
Don Moore
County Judge

Accepted and agreed to this _____ day of _____

_____, 1976,

OWNERS

_____
MARIE FILLAUER, SR.

_____
GEORGE FILLAUER, SR.

_____
GEORGE FILLAUER, JR.

JANUARY TERM 1976

REPORT OF WILLIAM F. (BILL) KNOWLES, COUNTY COURT CLERK

FOR THE MONTH OF DECEMBER 1975

William F. (Bill) Knowles	$1801.60
Barbara Adams	710.14
Madolyn Bales	674.58
Jack F. Beaton	1153.84
Dorothy Bowling	674.58
Louise Conner	738.46
Geraldine Dent	674.58
Gwendolyn Fletcher	674.58
Betty Herring	674.58
Donald Hixson	900.00
Betty C. Kyle	738.46
Betty Lynch	738.46
Frances Marlowe	738.46
Marilyn McCollum	674.58
Karen J. Poland	738.46
Elmo Pruitt	740.76
Everett Schaerer	765.46
Ruth E. Schmid	765.46
Theresa Stanley	743.72
Betty Sutherland	674.58
Estil Varner	1086.46
Jett Varner	674.58
Kittie Wallace	674.58
Carolyn Williams	830.76
Janis J. Wilson	651.86
Ben Woodard	798.04
D'Wayne S. Young	576.92
	21288.54

OTHER DISBURSEMENTS

Extra Clerks	850.00	
Auto Expense	99.15	
Postage	13.00	
Casual Labor	23.00	
Miscellaneous	29.00	
Dues and Subscriptions	13.25	
		1027.40

TOTAL FEES COLLECTED DECEMBER 1975	17404.16
TOTAL OPERATIONAL EXPENSES DECEMBER 1975	22315.94
TOTAL EXCESS FEES REMITTED THIS REPORT PERIOD	.00
TOTAL EXCESS FEES WITHDRAWN THIS PERIOD	15000.00
PREVIOUS BANK BALANCE FORWARDED	(1416.03)
BANK BALANCE FEE ACCOUNT	8672.19
TOTAL EXCESS FEES REMITTED TO DATE	59635.95
TOTAL EXCESS FEES WITHDRAWN TO DATE	30000.00
TOTAL EXCESS FEES REPAID TO DATE	.00

This is to certify that this is a true and correct report of the receipts and disbursements ~~for~~ this period.

W. F. Knowles

William F. (Bill) Knowles
County Court Clerk

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the report of the County Court Clerk's office for December be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

ON MOTION of Councilman Long, seconded by Councilman Ricketts, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation.

CHAIRMAN

COUNTY COURT CLERK

F E B R U A R Y T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, FEBRUARY 4, 1976

BE IT REMEMBERED, That on this the 4th day of February, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Paul A. McDaniel, Second Baptist Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, February 4, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, TUESDAY, JANUARY 27, 1976.

PUBLIC NOTICE
OF MEETING OF
COUNTY COUNCIL OF
HAMILTON COUNTY,
TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said county, will convene and meet in preliminary session on Wednesday, February 4, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

—DON MOORE,
County Judge and
Chairman of the
County Council.

CHATTANOOGA NEWS-FREE PRESS, TUESDAY, JANUARY 27, 1976

PUBLIC NOTICE
OF MEETING OF
COUNTY COUNCIL OF
HAMILTON COUNTY,
TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, February 4, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room 201 Courthouse, and in open session at 10:00 A.M. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

F E B R U A R Y T E R M 1 9 7 6

FEBRUARY TERM 1976

State of Tennessee
Hamilton County

Appl. #182

February 4, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-1

TITLE REZONING FROM RURAL RESIDENTIAL DISTRICT TO LOCAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT 7607 HIXSON PIKE, BEING ON THE WEST LINE OF HIXSON PIKE NORTH OF THRASHER PIKE. THIS TRACT BEGINS AT A POINT IN THE WEST LINE OF HIXSON PIKE, SAID POINT BEING SOME 1375' NORTH OF THRASHER PIKE, AND EXTENDS NE, ALONG THE WEST LINE OF HIXSON PIKE, 364.28', THENCE NW 200', THENCE SW 315', THENCE SE 175' TO THE LOCAL BUSINESS ZONING LINE, THENCE NE, ALONG THE LOCAL BUSINESS ZONING LINE, 100' TO HIXSON PIKE, THE POINT OF BEGINNING, BEING A PART OF THE FORMER G. O. HOLCOMB TRACT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lawrence C. and Pauline Day petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 7607 Hixson Pike, being on the West line of Hixson Pike North of Thrasher Pike, and said Planning Commission after hearing recommended that said petition be denied; and

WHEREAS, Lawrence C. and Pauline Day requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on February 4, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the request of Lawrence C. and Pauline Day to rezone from Rural Residential District to Local Business District a tract of land located at 7607 Hixson Pike, being on the west line of Hixson Pike north of Thrasher Pike. This tract begins at a point in the west line of Hixson Pike, said point being some 1375' north of Thrasher Pike, and extends NE, along the west line of Hixson Pike, 364.28', thence NW 200', thence SW 315', thence SE 175' to the local business zoning line, thence NE, along the local business zoning line, 100' to Hixson Pike, the point of beginning, being a part of the former G. O. Holcomb tract, be denied.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken: Failed for want of a second

ON MOTION of Councilman Long, to approve the petition.

The Motion failed for want of a second.

(Judge Moore stated that the planning commission had recommended that this petition be denied. Neither Mr. nor Mrs. Day was present before the Council.

Judge Moore explained that some time ago the Council passed a Resolution that in a matter of rezoning the presence of the proponent is required when the recommendation of the Planning Commission is to be overturned.)

Appl. #184

State of Tennessee
Hamilton County

February 4, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-2

TITLE REZONING FROM LOCAL BUSINESS DISTRICT TO WHOLESALE AND LIGHT INDUSTRY DISTRICT A TRACT OF LAND LOCATED AT 9101 EAST BRAINERD ROAD, BEING ON THE NORTH LINE OF EAST BRAINERD ROAD WEST OF BANKS ROAD. THIS TRACT BEGINS 415' SW OF BANKS ROAD, FRONTS 300' ON THE NORTH LINE OF EAST BRAINERD ROAD AND EXTENDS NW, BETWEEN PARALLEL LINES, 150', BEING THE SOUTHEASTERN 150' OF LOTS 43, 44, 45, 46, 47, AND 48, RYALL SPRINGS SUBDIVISION AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 8, PAGE 31, R.O.H.C.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lamar Haun petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 9101 East Brainerd Road, being on the north line of East Brainerd Road west of Banks Road, and said Planning Commission after hearing recommended that said petition be denied; and

WHEREAS, Lamar Haun requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on February 4, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL: That the request of Lamar Haun to rezone from Local Business District to Wholesale and Light Industry District a tract of land located at 9101 East Brainerd Road, being on the North line of East Brainerd Road west of Banks Road, said tract beginning 415' SW of Banks Road, fronting 300' on the North line of East Brainerd Road and extending NW, between parallel lines, 150', being the Southeastern 150' of Lots 43, 44, 45, 46, 47, and 48, Ryall Springs Subdivision as shown by Plat of Record in Plat Book 8, Page 31, R.O.H.C., be denied.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Councilman Fuller, seconded by Councilman Mayfield, the foregoing Resolution was unanimously DENIED by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that the Planning Commission had recommended that this petition be denied.)

FEBRUARY TERM 1976

State of Tennessee
Hamilton County

February 4, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-3

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO, EXECUTE AND PAY CERTAIN SUMS UNDER AN AGREEMENT FOR THE PROVISION OF ARCHITECTURAL AND CONSULTANT SERVICES TOWARD REMODELING THE COUNTY COURTHOUSE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, due to vacancies that will occur when the Criminal Courts, the Attorney General, the Criminal Court Clerk, and the Criminal Division of the Court of General Sessions of Hamilton County move to the new Justice Building; and

WHEREAS, a prerequisite step to such remodeling involves engaging the services of a competent and professional architectural firm;

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into and execute the attached agreement, said agreement being herein incorporated by reference, for the purpose of securing architectural and planning services toward a master plan for the utilization and remodeling of the County Courthouse, and that said sums as are required in said agreement are hereby appropriated therefor.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was a follow-up of action taken by the Council at the last meeting. This Resolution proposes that the firm of Selmon Ted Franklin Associates, Architects, be hired to do a master plan toward the utilization and remodeling of the Courthouse. In the Franklin proposal made through Mr. Rufus Holt, it was pointed out that Mr. Holt has handled the design of the Courthouse from the outset--the actual working drawings were handled by Mr. Holt. In addition he has done the remodeling and reallocation of space at City Hall. Mr. Franklin had suggested hiring the planning firm of Richard Muther of Kansas City, Mo., on a time basis not to exceed $6,000.)

FEBRUARY TERM 1976

Selmon T. Franklin Associates, Architects, Inc.

142 North Market Street
Post Office Box 4048
Chattanooga, Tenn. 37405
Telephone: Area 615/266-1207

JANUARY 29, 1976

THE HONORABLE DON MOORE
COUNTY JUDGE
HAMILTON COUNTY
COUNTY COURTHOUSE
CHATTANOOGA, TENNESSE 37402

RE: MASTER PLAN
HAMILTON COUNTY COURTHOUSE

DEAR JUDGE MOORE:

WE GREATLY APPRECIATE AN OPPORTUNITY TO PRESENT OUR PROPOSAL FOR PREPARING A MASTER PLAN FOR THE UTILIZATION OF HAMILTON COUNTY COURTHOUSE.

THIS JOB PRESENTS AN ARCHITECTURAL CHALLENGE AND IS A JOB IN WHICH WE HAVE MUCH INTEREST. WE HAVE A COMPETENT STAFF OF 21 PEOPLE AND OUR WORK LOAD WILL ALLOW US TO START THE PROJECT UPON APPROVAL.

AS YOU KNOW WE HAVE BEEN THE ARCHITECTS FOR ALL THE PREVIOUS WORK AT THE COURTHOUSE AND HAVE IN OUR FILES ALL WORKING DRAWINGS, INCLUDING THE ORIGINAL DRAWINGS MADE IN 1911.

WE HOPE YOU WILL ALLOW US THE OPPORTUNITY TO WORK FOR YOU AND THE HAMILTON COUNTY COUNCIL ON THIS PROJECT.

YOURS TRULY,

Rufus D. Holt

RUFUS D. HOLT

RDH:JE

Selmon T. Franklin, Jr., Architect
Rufus D. Holt, Architect
William A. Martin, Architect
J. Wayne Caughman, Architect
Authur H. Jones, Engineer
Jay Brown, Engineer

Selmon T. Franklin Associates, Architects, Inc.

142 North Market Street
Post Office Box 4048
Chattanooga, Tenn. 37405
Telephone: Area 615/266-1207

JANUARY 29, 1976

THE HONORABLE DON MOORE
JUDGE OF HAMILTON COUNTY AND
HAMILTON COUNTY COUNCIL
CHATTANOOGA, TENNESSEE 37402

GENTLEMEN:

THIS IS TO CONFIRM OUR INTERST AND PROPOSAL IN PROVIDING SERVICES FOR PREPARING A MASTER PLAN WITH COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BEST UTILIZATION OF THE HAMILTON COUNTY COURTHOUSE.

OUR PROPOSAL IS THAT SELMON T. FRANKLIN ASSOCIATES BE THE ARCHITECT-ENGINEER FOR THE PROJECT WITH RICHARD MUTHER ASSOCIATES OF KANSAS CITY, MISSOURI, A SPECIAL CONSULTANT IN OFFICE PLANNING.

THE PROPOSAL IS AS FOLLOWS:

1. RICHARD MUTHER WORKING WITH OUR FIRM WILL CONDUCT ALL INTERVIEWS AND PROGRAM THE PROJECT. THIS CONSULTANT WILL COMPLETELY STUDY THE REQUIREMENTS OF ALL DEPARTMENTS, THEIR RELATIONSHIP AND WILL PRESENT A DETAIL ANALYSIS OF SUGGESTED MASTER PLAN. THIS WILL PROVIDE ALL AFFECTED DEPARTMENTS WITH AN ANALYSIS BY AN INDEPENDENT PROFESSIONAL FIRM SPECIALIZING IN OFFICE PLANNING.

   A. THIS CONSULTANT WILL BE PRIMARILY CONCERNED WITH COURTHOUSE BUILDING. HOWEVER, HE WILL RELATE HIS WORK TO JUSTICE BUILDING AND ANNEX.

   B. INTERVIEWS WILL INCLUDE COUNTY JUDGE, JUDGES, CLERKS, ELECTED OFFICIALS MAINTAINING OFFICES AT COURTHOUSE AND OTHER INTERESTED GROUPS.

   C. RICHARD MUTHER WITH OUR FIRM WILL MAKE PRESENTATION RECOMMENDATIONS AND ANALYSIS OF MASTER PLAN.

Selmon T. Franklin, Jr., Architect
Rufus D. Holt, Architect
William A. Martin, Architect
J. Wayne Caughman, Architect
Authur H. Jones, Engineer
Jay Brown, Engineer

F E B R U A R Y T E R M 1 9 7 6

JANUARY 29, 1976
JUDGE DON MOORE AND HAMILTON COUNTY COUNCIL
PAGE 2

2. OUR FIRM, USING THE APPROVED AND/OR REVISED PROGRAM OF RICHARD MUTHER ASSOCIATES, WILL PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS FOLLOWS:

SCHEMATIC DRAWINGS
PRELIMINARY DRAWINGS
OUTLINE SPECIFICATIONS
COST ESTIMATES
WORK DRAWINGS
SPECIFICATIONS
ADMINISTRATION OF CONSTRUCTION DOCUMENTS
CONDUCT ON-SITE INSPECTIONS TO DETERMINE QUALITY AND QUANTITY OF WORK
FINAL INSPECTION

THIS WORK INCLUDES ALL ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING, PLUMBING AND MECHANICAL ENGINEERING AS REQUIRED FOR THE PROJECT.

OUR FEE FOR SERVICES OUTLINED ABOVE IS AS FOLLOWS:

1. 6% OF CONSTRUCTION COST* - PLUS
2. THE ACTUAL COST OF RICHARD MUTHER ASSOCIATES ON A TIME BASIS WHICH SHALL NOT EXCEED $6,000.

*THIS PROPOSAL INCLUDES CONSTRUCTION WORK BY CONTRACTOR ON BID BASIS OR BY COUNTY PERSONNEL WITH FOLLOWING EXCEPTIONS:

SUB-BIDS REQUIRED ON FORCED ACCOUNT WORK WILL BE PREPARED, RECEIVED AND ISSUED BY THE COUNTY. EVALUATION AND RECOMMENDATION OF SUB-BIDS WILL BE A PART OF OUR CONTRACT.

SHOULD ARCHITECTURAL SERVICES BE REQUIRED IN OTHER BUILDINGS, THIS WORK WILL BE BILLED ON 2½ TIMES DIRECT COST WITH MONTHLY COMPUTER ANALYSIS FURNISHED THE COUNTY.

WE PROPOSE TO BEGIN WORK ON THIS PROJECT NO LATER THAN TEN DAYS AFTER AWARD OF CONTRACT.

YOURS TRULY,

RUFUS D. HOLT

RDH:JE

State of Tennessee
Hamilton County

FEBRUARY 4, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-4

TITLE ACCEPTING THE BID OF HARRISON'S CHRYSLER-PLYMOUTH FOR ONE 1976 FURY FOR THE NARCOTICS DIVISION AT A PRICE OF $5241.68 LESS $4200.00 IN TRADE-INS, BID TOTALING $1041.68.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE 1976 AUTOMOBILE FOR THE NARCOTICS DIVISION.

WHEREAS, THE BID OF HARRISON'S CHRYSLER-PLYMOUTH FOR $5241.68 LESS $4200.00 IN TRADE-INS, TOTALED $1041.68 AND WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF HARRISON'S CHRYSLER-PLYMOUTH IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular acceptance of bid involves the trade-in of automobiles confiscated and this was the lowest and best bid.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 23, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1) EACH - 1976 CAR
SPECIFICATIONS ATTACHED

DATE: FEBRUARY 2, 1976

TIME: 11:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

MUST BE IN STOCK AND IMMEDIATE DELIVERY.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

F E B R U A R Y T E R M 1 9 7 6

OKEY HARRISON
President & Gen. Manager

HARRISON'S
Chrysler Plymouth

February 2, 1975

P.K. Richard
Director of Purchasing
Hamilton County, Tennessee
1110 Dayton Blvd.
Chattanooga, Tenn. 37402

SUBJECT: 1976 Automobile Bid

Specifications: 1976 Fury 2 door hardtop

400 CID 4 bbl Dual exhaust engine
Torqueflite transmission
Air Conditioner
Tinted Glass-All
G70 X 15 RWL Tires
AM/FM Stereo Radio
Power Steering
Power Disc Brakes
Vinyl Seat w/fold down arm rest
Dual remote chrome mirrors
Light Package
Electric Clock
Undercoating w/hood pad
Vinyl Side Moulding
Dooredge Protectors
Vinyl Roof-Rallye wheels

Bid Price: $5241.68
Trade-Ins. 4200.00*
Net Bid: 1041.68
Delivery 3-5 wks.
Terms Net

* 1973 Corvett
1962 Chevy 11
1970 Super Bee

Harrison Chrysler Plymouth, Inc.
3500 Rossville Blvd.
Chattanooga, Tennessee 37407
Gene Roberts

Gene Roberts

Fleet Manager

State of Tennessee
Hamilton County

February 4, 1976

FEBRUARY TERM 1976

A RESOLUTION

NO. 276-5

TITLE AUTHORITY TO ACCEPT OFFER OF JOHN P. HOOVER, 211 ANDREWS STREET, ROSSVILLE, GA. 30741, TO PURCHASE Lots 26 AND 28, BLOCK 7, OLMSTED'S SUBDIVISION OF MINDELL PARK, STATE TAX NUMBERS 156G-A/156B-20 AND 156B-Q-22, REEVES TAX #117-23-27 and 117-23-25, AS SHOWN IN PLAT BOOK 6, PAGE 7, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lots 26 and 28, Block 7, Olmsted's Subdivison of Mindell Park, State Tax Numbers 156G-A/156B-20 and 156B-Q-22, Reeves Tax #117-23-27 and 117-23-25, as shown in Plat Book 6, Page 7, in the Register's Office Of Hamilton County, Tennessee was purhcased by Hamilton County and the city of Chattanooga on account of unpaid taxes;and

WHEREAS, the property has been appraised at a value of $100 .00; and

WHEREAS, Hamilton County has received an offer of $1,061.00 from John P. Hoover, 211 Andrews Street, Rossville, GA 30741.

NOW, THERFORE, BE IT RESOLVED, that the said offer of $1,061.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, that the County Judge is authorized to proceed with the closing of the transaction and the collection of court costs and expanses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

February 4, 1976

FEBRUARY TERM 1976

A RESOLUTION

NO. 276-6

TITLE AUTHORITY TO ACCEPT OFFER OF JOHN P. HOOVER AND WIFE, SARA 211 ANDREWS STREET, ROSSVILLE, GEORGIA 30741, TO PURCHASE LOT 8, BLOCK 214, E.E. LAND COMPANY'S ADDITION #1, REEVES TAX #159-26-7, STATE TAX #168I-K-34, AS SHOWN IN PLAT BOOK 2, PAGE 22 IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lot 8, Block 214 E.E. Land Company's Addition #1, Reeves Tax #159-26-7, State Tax #168I-K-34, as shown in Plat Book 2, Page 22 in the Register's Office of Hamilton County, Tennessee was purchased by Hamilton County and the City of Chattanooga on account of unpaid taxes; and

WHEREAS, the property has been appraised at a value of $600.00; and

WHEREAS, Hamilton County has received an offer of $600.00 from John P. Hoover and Wife, Sara.

HOW, THEREFORE, BE IT RESOLVED, that the said offer of $600.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, That the County Judge is authorized to proceed with the closing of the transaction and the collection of court costs and expanses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Don Moore
Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

February 4, 1976

FEBRUARY TERM 1976

A RESOLUTION

NO. 276-7

TITLE AUTHORITY TO ACCEPT OFFER OF LEROY KINGTON, 220 BOOTH ROAD, CHATTANOOGA, TENNESSEE, 37411, TO PURCHASE Lot 73, WOOLSON'S SUBDIVISION OF SHERMAN HEIGHTS, REEVES TAX #20-5-4-, STATE TAX #137H-F-9, AS SHOWN IN PLAT BOOK 3, PAGE 40, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lot 73, Woolson's Subdivision of Sherman Heights, Reeves Tax #20-5-4, State Tax #137H-F-9, as shown in Plat Book 3, Page 40, in the Register's Office of Hamilton County, Tennessee, was purchased by Hamilton County and the City of Chattanooga on account of unpaid taxes; and

WHEREAS, the property has been appraised at a value of $100.00; and

WHEREAS, Hamilton County has received an offer of $100.00 from Leroy Kington, 220 Booth Road, Chattanooga, Tn 37411.

NOW, THEREFORE, BE IT RESOLVED, that the said offer of $100.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, That the County Judge is authorized to proceed with the closing of the transaction and the collection of court costs and expenses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

February 4, 1976

FEBRUARY TERM 1976

A RESOLUTION

NO. 276-8

TITLE AUTHORITY TO ACCEPT OFFER OF R.E. HODGES, P.O. BOX 11186, CHATTANOOGA, TENNESSEE, 37401, TO PURCHASE Lot North 50 Feet of 7 and 8, Miller & Ellison's Subdivision of Lots 25, 26, 27, 28, 29 on Recorded Plat of St. Elmo, Reeves Tax #154-11-16, State Tax #1550-B-39, as shown in Plat Book 2, Page 32 in the Register's Office of Hamilton County, Tennessee.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lot North 50 feet of 7 and 8, Miller and Ellison's Subdivision of Lots 25,26,27,28,29 on Recorded Plat of St. Elmo, Reeves Tax #154-11-16, State Tax #1550-B-39, as shown in Plat Book 2, Page 32 in the Register's Office of Hamilton County, Tennessee, was purchased by Hamilton County and the City of Chattanooga on account of unpaid taxes; and

WHEREAS, the property has been appraised at a value of $156.00; and

WHEREAS, Hamilton County has received an offer of $156.00 from Mr. R.E. Hodges, P.O. Box 11186, Chattanooga, TN 37401.

NOW, THEREFORE, BE IT RESOLVED, that the said offer of $156.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, that the County Judge is authorized to proceed with the closing of the transaction and the collection of court costs and expenses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

February 4, 1976

FEBRUARY TERM 1976

A RESOLUTION

NO. 276-9

TITLE AUTHORITY TO ACCEPT OFFER OF CARL L. GIBSON, 1084 DUNCAN AVENUE, CHATTANOOGA, TN 37406, TO PURCHASE Lot 131, FIRST ADDITION TO ST. ELMO BEULAH RUOFF TRACT, REEVES TAX #177-1-4, STATE TAX #167H-A/167G-7, AS SHOWN IN PLAT BOOK 2, PAGE 44, REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lot 131, First Addition to St. Elmo Beulah Ruoff Tract, Reeves Tax #177-1-4, State Tax #167H-A/167G-7, as Shown in Plat Book 2, Page 44, Register's Office, Hamilton County, Tennessee was purchased by Hamilton County and the City of Chattanooga on account of unpaid taxes; and

WHEREAS, the property has been appraised at a value of $100.00; and

WHEREAS, Hamilton County has received an offer of $100.00 from Mr. Carl L. Gibson, 1084 Duncan Avenue, Chattanooga, TN 37406.

NOW, THEREFORE, BE IT RESOLVED, that the said offer of $100.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, That the County Judge is authorized to proceed with the closing of the transaction and the collection of court costs and expenses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Five (5) Resolutions were unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these were all back tax property and these were the highest and best bids.)

Judge Moore asked if there were any delegations to appear before the Council.

Mr. Sizer Chambliss representing the Law Library stated that the library is in storage because of the fire last month in the Professional Building. He stated that financing was difficult. He also said that the library is very important to the County Judges and is used a great deal. Mr. Chambliss said that the library simply did not have the funds to move into temporary quarters and then to move again when the Courthouse is remodeled and there is space for the library here. Mr. Chambliss said that the library was asking the County to furnish space for temporary quarters and they feel it is important that this space should be in the Courthouse itself. Mr. Chambliss said that there is no library, even a private library, that compares with the law library. He asked Judge Moore if there was any possible way to set up the library at the Courthouse so that it would be available.

Judge Moore told Mr. Chambliss since the Council had just this morning voted to employ Franklin Architects, he thought it would be good to consult with them for suggestions for this. Councilman Mayfield said he thought this was a good idea.

Judge Moore told Mr. Chambliss that he was very consciouse of the problems the library had and knew that the books were in storage. He understood that some of the volumes were wet and had to be dried out. Judge Moore said that he would see if the architect would make suggestions for the library.

Mr. Chambliss said that it was true that some of the volumes had been water-soaked. He again urged Judge Moore and the Council to give every consideration to putting the library in the Courthouse, since the further away it was, the more difficult it became for the judges to use it.

Judge Moore told Mr. Chambliss that he was aware of the statute that requires that the library be in the Courthouse and that he will consult with the architect to see what suggestions they have.

Mr. James Harris of Savannah Bay stated that they had been hearing rumors about an industrial development in the Savannah Bay area. He knew that there had been efforst to acquire property and the people in the area are very concerned. Mr. Harris said that they felt this perhaps was a better function of private enterprise. He asked Judge Moore if any agent had been employed to acquire property. Mr. Harris said that during the past year there had been a dispute regarding an airport in that area and the people are won-

dering if the County is not going to first establish the industrial park and then try to come in with the airport.

Judge Moore told Mr. Harris that he had met with him previously three different times and had told him that there was no proposal to put the airport in any certain place, that the plans had been to just do a study to see if an airport was needed. Judge Moore told Mr. Harris that there is no plan to put any airport any place.

Mr. Harris said that there is a plan for an industrial complex in the Savannah Bay area very close to his home and he would like to know if an agent has been employed to acquire property.

Judge Moore said that yes, he had asked an agent to see if enough property could be obtained and put options on this property.

Mr. Harris said that it was their understanding that offers had been made and threats of condemnation were made if the offers were not accepted.

Judge Moore stated that in all condemnation proceedings he had been involved with (on either side) that more money could be obtained for the property than the appraisals indicated it was worth. He said he did not think anyone would attempt to condemn property unless there was no other alternative. Judge Moore said that he would not suggest that the acquisition of property for the industrial park be acquired through condemnation--it would put the cost of the property "clean out of sight."

Mr. Harris told Judge Moore that the land owners who were approached indicated that condemnation had been mentioned.

Judge Moore said that the agent himself says that no such statement was made.

Mr. Harris asked Judge Moore if he had met with property owners.

Judge Moore said no.

Mr. Harris said that it was his understanding that a meeting was held yesterday.

Judge Moore said that he had misunderstood what Mr. Harris meant, he thought he meant with property owners whose property was to be condemned. Judge Moore stated that yes, he had met with two of the property owners yesterday.

Mr. Harris said that he knew that some people had been threatened by the Tom Pledger Realty Company with condemnation.

Judge Moore said this was not true. Mr. Harris suggested that these people should attend the next Council meeting.

Mr. Wendell Kelley said that he lives in the same area and that what worries him is that anybody would compete on a governmental basis and that this action was without the knowledge of the Council.

Judge Moore said that the Council is knowledgeable about the situation and it is a putting together of information on a proposal basis.

Mr. Kelley said that the State had been in on it more than a year and the Planning Commission had approved it but yesterday was the first time most people had even heard of it. Mr. Kelley said that some of the Council members said it was the first time they had heard of it.

Judge Moore said that this was not in competition with any private enterprise. He said they would be very happy if someone would start it as private enterprise. "If you won't, someone will have to," Judge Moore stated.

Mr. Kelley said that he did not see how Judge Moore could say it was not in competition--that it would be competition for all parts of the County.

Judge Moore told Mr. Kelley, "You are talking in principle, I am talking in practice."

Mr. Jack Peck said that he did not see why it was necessary to build it in the first place. "We need farm land and you are taking it," Mr. Peck said.

Judge Moore said this does not have to be, that the County does not have to do anything. However, in order to provide any job opportunities for people who live here business opportunities have to be made available. Judge Moore stated that looking at it from a practical viewpoint you have to go into an area where large tracts of land are available in order to put together a development of large plants such as this one.

Mr. Peck said that there were already so many places where industry is already established. "We don't want it up there and we are going to fight it," Mr. Peck said. Mr. Peck added that the people were told they would either sell or it would be taken, and that was not right, that these people have as much right as industry has.

Mr. Clyde Tucker said that he did not see why they picked on the people out there, had they ever thought about putting it on Signal Mountain or Lookout Mountain?

Mr. Bill Grant of the Chattanooga Marine Trade Association, an organization composed of local marinas and boat dealers, stated that he was present concerning the plans of the County to build a marina in Dallas Bay at the Hamilton County Park. Mr. Grant said that members of the association had met and the retailers and marinas wanted to go on record as being unanimously opposed to any retail sales in such a facility in the Dallas Bay area connected with the park. They do not feel that the private retailers should have to compete with government money. Within a 7 mile radius there are already 7 marinas--offering gas sales and other retail facilities. They are in favor of facilities for temporary moorings. Mr. Grant said that Harrison Bay was originally set up so that 60% of the slippage would be used for mooring of campers but the space is now 100% occupied by permanent storage. Mr. Grant knows that there is one man from Georgia who owns three slips, but at Loret Villa and some of the other privately owned marinas there are slips available for rent. Mr. Grant said that gas is available 7 days a week. The members of the trade association are in favor of a type of construction that would allow campers to tie up overnight but are opposed to the marina-type construction which would end up like Harrison Bay and be in competition with the private marinas using state and county money. Mr. Grant said such temporary construction would cost much less to construct.

Judge Moore told Mr. Grant that the facilities being planned for the park were for transient boat storage, not long-term. Judge Moore stated that also it was not possible to get gas for those boats actually used by campers except by carrying it in cans, which is a hazard. Judge Moore told Mr. Grant that he agreed with what Mr. Grant said, that they had attemped to design these facilities to accomplish what Mr. Grant was recommending.

Mr. Grant told Judge Moore that within two miles there were several facilities offering gas for sale, that most boats sold have storage tanks approved by the Coast Guard and it is common practice to store the gas in these tanks. Mr. Grant said that they could give the County a way to build piers for less money to be used for limited stays, also this would provide shorter term payoff. Mr. Grant told Judge Moore "if you people will consult with the marine trade association and work with us and listen to suggestions, we will help you."

Judge Moore told Mr. Grant that he would talk to the County Engineer and with Mr. Don Loftis and if Mr. Grant would call them this afternoon they would attempt to set up a time for a meeting.

ON MOTION of Councilman Mayfield, seconded by Councilman Long, that the reports of the County Court Clerk's office for January and of the Sheriff's Office for December be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

FEBRUARY TERM 1976

REPORT OF WILLIAM F. (BILL) KNOWLES, COUNTY COURT CLERK

FOR THE MONTH OF JANUARY 1976

William F. (Bill) Knowles	$2702.40
Barbara Adams	1065.21
Madolyn Bales	1011.87
Jack F. Beaton	1730.76
Dorothy Bowling	1180.52
Louise Conner	1107.69
Geraldine Dent	1011.87
Gwendolyn Fletcher	1011.87
Betty Herring	1011.87
Donald Hixson	1350.00
Betty C. Kyle	1107.69
Betty Lynch	1107.69
Frances Marlowe	1107.69
Marilyn McCollum	1011.87
Karen J. Poland	1107.69
Elmo Pruitt	1266.90
Everett Schaerer	1148.19
Ruth E. Schmid	1291.83
Theresa Stanley	1115.58
Betty Sutherland	1011.87
Estil Varner	1629.69
Jett Varner	1011.87
Kittie Wallace	1011.87
Carolyn Williams	1592.30
Janis J. Wilson	977.79
Ben Woodard	1197.06
D'Wayne S. Young	900.00
Frances Taylor	623.06
	33404.70 *

OTHER DISBURSEMENTS

Extra Clerks	1300.00	
Auto Expense	117.60	
Postage	80.89	
Miscellaneous	18.75	
Dues and Subscriptions	5.00	
Professional Fees	2537.50	
Supplies	61.80	
Insurance & Bond	80.00	
		4201.54

TOTAL FEES COLLECTED JANUARY 1976	19333.64
TOTAL OPERATIONAL EXPENSES JANUARY 1976	37606.24
TOTAL EXCESS FEES REMITTED THIS REPORT PERIOD	.00
TOTAL EXCESS FEES WITHDRAWN THIS PERIOD	15000.00
PREVIOUS BANK BALANCE FORWARDED	8672.19
BANK BALANCE FEE ACCOUNT	5399.59
TOTAL EXCESS FEES REMITTED TO DATE	59635.95
TOTAL EXCESS FEES WITHDRAWN TO DATE	45000.00
TOTAL EXCESS FEES REPAID TO DATE	.00

This is to certify that this is a true and correct report of the receipts and disbursements for this period.

William F. Knowles

William F. (Bill) Knowles
County Court Clerk

*represents three pay periods

FR[redacted]NEWELL
OFFICE OF ~~XXXXXXXXXX~~, SHERIFF
HAMILTON COUNTY, TENNESSEE

FINANCIAL STATEMENTS FOR MONTH OF DECEMBER .75

Opening Cash Balance. . . . . $ 7,673.07

STATEMENT OF CASH RECEIPTS

GENERAL FUND:		
Ex-Officio appropriation	$105,000.00	
Misdemeanor Costs	18,369.00	
Waiting on courts	4,570.00	
Summoning jurors		
Returning prisoners	2,193.63	
Workhouse cases	4,188.75	
Uniform allowances	1,425.00	
Alcoholic rehabilitation officer	800.00	136,546.38
CIRCUIT COURT CLERK:		
Court of General Sessions	$ 5,766.08	
Circuit Court	2,305.77	8,071.85
CRIMINAL COURT CLERK:		
Criminal Court	$ 9,588.59	
Court of General Sessions	1,016.03	10,604.62
OTHER SOURCES:		
Foreign papers	$ 413.50	
Boarding prisoners (Army A. W. O. L.)	928.00	
State of Tennessee		
Federal government		
City of ~~Chattanooga~~ East Ridge	226.00	
City of Red Bank		
Other: Ret. Adv. Exp. M. Brown F. B. I. School	19.65	
		1,587.15
TOTAL RECEIPTS		156,810.00
TOTAL AVAILABLE CASH		$ 164,483.07

STATEMENT OF DISBURSEMENTS

EXPENSES OF OFFICE:		
Salaries-(See attached detail)		115,222.56
Automobile expense-	$	
Repairs and parts	2,231.53	
Gas, Oil and grease	4.00	
Tires and tubes	1.05	
Insurance		
Radio service	594.65	
Auto allowance for process servers		2,831.23
Other-		
Provisions	$ 5,355.16	
Returning prisoners	2,522.80	
Uniform allowances	1,425.00	
Alcoholic rehabilitation officer	752.30	
Miscellaneous: Sanitation	157.75	
Office $1,009.40, REg. & Lic. on New Patrol Cars $36.00, Reimburse Travel H. Tomaras, R. Hayes, P.J.Smith Tn. Law Enforce Acad. $394.15, Fire Safety Seminar $7.50, On Duty Injury W. Syler $73.00	1,520.05	11,733.06
TOTAL DISBURSEMENTS		129,786.85
CLOSING CASH BALANCE		34,696.22

Signed Frank Newell
Sheriff

Sworn to and subscribed to before me, this the 30 day of Jan 19 76.

W. F. Kennedy
County Court Clerk

SALARIES FOR THE MONTH OF DECEMBER, 1975

SHERIFF

Frank Newell		1,801.62

DEPUTIES

Edward J. Russell	Chief Deputy	1,356.92
William G. Newell	Ass't Chief Deputy	980.30
John D. Holt	"	980.30
Wm. E. Robbs	Chief of Detectives	980.30
Oscar E. McMillian	Detective Lieutenant	844.62
David M. Minnich	"	844.62
Clarence E. Schroyer	Narcotic Inspector	893.54
Martin Brown	Narcotic Lieutenant	844.62
Paul J. Smith	Narcotic Detective	793.84
Hamilton Blackstone	"	807.70
E. Glenn Broyles	"	793.84
Lonnie Schultz	"	720.92
Thomas R. Shugart	"	807.70
Howard V. Shutters	"	793.84
Craig D. Glaze	Arson Detective	793.84
James E. Arrowood	Detective	793.84
Billy R. Davis	"	793.84
Douglas M. Everett	"	793.84
Earl H. Gant	"	793.84
Paul R. Holt	"	793.84
John Lawson	"	793.84
Clinton H. Peoples	"	784.62
Chester Westfield	"	793.84
David Ziegler	"	793.84
C. L. Westbrook	Fugitive Detective	793.84
F. A. Wilson	"	793.84
James A. Baker	Auto Theft Detective	793.84
Melvin K. Johnson	"	793.84
Robert J. Davis	Captain	875.08
Kenneth Lee	"	875.08
Wm. A. Robinson	"	875.08
James O. Lane	Lieutenant	844.62
Sam James	Sergeant	784.62
Fletcher D. Miller	"	784.62
Robert O'Dell	"	784.62
Claude Petty	"	784.62
Willie Turner	"	784.62
Joseph Dietzen	Desk Sergeant	784.62
Thomas L. Fox	"	784.62
James N. Lusk	"	784.62
Calvin Sivley	"	784.62
Edwin Anderson	Patrolman	752.30
Mitchell Ball	"	720.92
James E. Bell	"	720.92
Charles J. Brock	"	641.54
Edward R. Brown	"	752.30
Austin L. Burns	"	752.30
T. J. Burns	"	752.30
Joe I. Bush	"	752.30
Roy Combs	"	720.92
Charles Dagnan	"	664.62
Jack Danielson	"	752.30
Darwin Dickson	"	664.62
David Francisco	"	720.92
Doyle E. Francisco	"	664.62
David L. Goodman	"	664.62
Larry R. Gragg	"	752.30
Robert M. Griffin	"	664.62
Charles Grissom	"	720.92
James Hardy	"	752.30
John Haslerig	"	641.54
Ronnie Hayes	"	664.62
Charles Huggins	"	641.54
Lawrence Ingle	"	641.54
Fred Johnson, Jr.	"	720.92
William B. Lampkin	"	161.54
Donald A. McCullough	"	752.30
James Massengale	"	752.30
Willis D. Matthews	"	641.54

DEPUTIES CONTINUED

John S. Maxwell	Patrolman	720.92	
Goldman P. Maynard	"	720.92	
R. L. Monger	"	752.30	
James M. Moore	"	664.62	
Horace A. Morgan	"	720.92	
Johnny R. Morris	"	664.62	
Lewis S. O'Neal	"	752.30	
Ervin O. Partridge	"	752.30	
Ronald R. Parson	"	720.92	
Fred Paul	"	752.30	
Cleveland V. Price	"	752.30	
Thomas Ratledge	"	752.30	
Randall Rich	"	752.30	
Charles Richmond	"	752.30	
Ralph Rogers	"	664.62	
Michael Rundles	"	720.92	
Douglas Rutherford	"	752.30	
James Sanders	"	664.62	
John L. Solomon	"	752.30	
Donna L. Sparks	"	600.00	
James Swafford	"	720.92	
John Swope, Jr.	"	752.30	
Joel W. Syler	"	720.92	
Charles Tate	"	641.54	
Donald Thompson	"	752.30	
Richard Thurman, Jr.	"	664.62	
Harry G. Tomaras	"	664.62	
Bill Uren	"	752.30	
Vernon L. Vaughn	"	752.30	
Rodney Veron	"	752.30	
David L. Walker	"	664.62	
Jerry W. Watkins	"	720.92	
James T. Wilken	"	752.30	
Benny Williams	"	752.30	
William Williams	"	752.30	
Ronald Winkler	"	664.62	
Charles Westfield	Janitor (Spec. Officer)	448.62	79,600.40

PROCESSING OFFICERS

Claude R. Fifer	Civil Officer	727.38	
Arthur R. Gray	"	727.38	
E. Jonah Harris	"	727.38	
Frederick Lawing	"	727.38	
Barney Morgan	"	727.38	
Edwin Price	"	727.38	
E. J. Self	"	727.38	
J. Harvey Steele	"	727.38	
Shelton Swafford	"	727.38	
Harry Weddle	"	727.38	7,273.80

JAILERS

Grover C. Fuller	Chief Jailer	784.62	
Harry Bible	Jailer	752.30	
David Carlisle	"	752.30	
C. Wayne Condra	"	664.62	
James Grayson	"	641.54	
Richard Hight	"	664.62	
Robert L. Mowery	"	752.30	
Ralph Murphy	"	752.30	
Henry Patterson	"	752.30	
Wiley Perkinson	"	752.30	
Shelby Rogers	"	752.30	
Paul W. Scott	"	720.92	
Walter Sprouse	"	720.92	9,463.34

CLERICAL

Mary J. Schoolfield	Co-ordinator	600.00	
Carolyn S. Minnich	Executive Secretary	701.54	
Beth Stafford	Det. Dept. Secretary	300.00	
Jo B. Abney	Sec. to Sheriff's Dept.	600.00	
Marguerite M. White	Chief Bookkeeper	810.46	
Lenda R. Clark	Assistant Bookkeeper	641.54	
Aubrey Haley, Sr.	Utility Clerk	504.92	

FEBRUARY TERM 1976

CLERICAL CONTINUED			
Gladys Leming	Dispatcher	641.54	
Sheila J. Messick	"	641.54	
Wm. H. Long	"	641.54	
Louise Twyman	"	641.54	
Mildred Wilkey	"	641.54	7,366.16
OTHERS			
Oliver Cobb	Court Officer	720.92	
Roy Eldridge	"	720.92	
Claude Kersey	"	752.30	
Grover T. Payne	"	752.30	
James Sage	"	752.30	
Jimmy Sharrock	"	752.30	
A. L. Dempsey	Process Server	727.38	
Wm. F. Drew	"	727.38	
James G. Holder	"	727.38	
Bryant Turner	"	727.38	
C. E. Arnold	Special Officer	76.16	
Richard Barnard	"	76.16	
W. Frank Clark	"	76.16	
Wm. E. DeSha, Jr.	"	161.54	
Mitchell Durham	"	76.16	
Andrew J. Ellis	"	161.54	
W. Harold Garner	"	76.16	
Robert Gilreath	"	76.16	
Aubrey Green	"	76.16	
James R. Grindle	"	76.16	
George Hixson	"	76.16	
John Jenkins	"	76.16	
Bryson L. Johnson	"	38.08	
Karey Kaley	"	76.16	
William Kay	"	76.16	
Karl Kayler	"	76.16	
Melvin Lovelady	"	76.16	
Wm. E. Page	"	76.16	
Charles Parks	"	76.16	
Leslie Satterfield	"	76.16	
Larry D. Stearns	"	76.16	
Luther Tilley	"	76.16	
John Webster	"	76.16	
A. J. Wilson	"	76.16	
John Lanham	Staff Chaplain	76.16	9,397.24
GUARDS (HOSPITAL & SPECIAL DUTY)			
Martha Robbs	Special Duty (Nurse)	160.00	
Ruth Sharrock	" (Jury)	20.00	
Patsy A. Sage	" (Jury)	140.00	320.00
	TOTAL		$115,222.56

ON MOTION of Councilman Fuller, seconded by Councilman Long, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

CHAIRMAN

COUNTY COURT CLERK

F E B R U A R Y T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, FEBRUARY 18, 1976

BE IT REMEMBERED, That on this the 18th day of February, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Vincent Kaufman, St. Augustine Catholic Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

FEBRUARY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, February 18, 1976 at 9:00 A. M. Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, FRIDAY, FEBRUARY 13, 1976.

PUBLIC NOTICE OF MEETEING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee, of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, February 18, 1967, at 9:00 A.M. Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

DON MOORE,
County Judge and
Chairman of the
County Council

CHATTANOOGA NEWS-FREE PRESS, FRIDAY, FEBRUARY 13, 1976

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, February 18, 1976 at 9:00 A.M. Eastern Standard Time, in the Conference Room, 2001 Courthouse, and in open session at 10:00 A.M. in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

—DON MOORE,
County Judge and Chairman
of the County Council

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-10

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT A PRE-APPLICATION FOR STANDARD METROPOLITAN STATISTICAL AREA DISCRETIONARY FUNDS FROM THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR SOLID WASTE MANAGEMENT PURPOSES.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the construction and development of solid waste transfer sites will enable municipal and private solid waste collectors to transfer solid waste collected within their areas of operation and thus avoid the lengthy round-trip by each collector vehicle to the County landfill site; and

WHEREAS, such utilization of transfer sites will also benefit County residents in health-related aspects, especially in rural areas where the practice of open-dumping creates hazardous leachate flows into open streams, which contamination resulting therefrom fouls the air, the open streams, and occasionally private well-type water systems; and

WHEREAS, standard metropolitan statistical area discretionary funds in the amount of two hundred seventy-three thousand, seven-hundred fifty dollars ($273,750.00) are available for such solid waste management purposes through the U. S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is authorized to submit a pre-application to the U. S. Department of Housing and Urban Development for standard metropolitan statistical area discretionary funds for purposes of solid waste management as mentioned hereinabove.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was similar to a resolution passed last year, and is a second effort to obtain funding.)

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

FEBRUARY TERM 1976

RESOLUTION

NO. 276-11

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT GRANT APPLICATIONS TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY FOR THE FUNDING OF CERTAIN PROGRAMS, AND TO PAY THE COUNTY SHARE THEREFOR.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Tennessee Law Enforcement Planning Agency provides grant funding for various law enforcement-related programs pursuant to provisions of pertinent federal laws; and

WHEREAS, programs for the following presently exist:
1. drug abuse enforcement;
2. radio communications;
3. in-service law enforcement training;
4. reducing Part I criminal offenses;
5. dental health services for inmates;
6. basic adult education for prisoners;
7. penal farm communication-transportation; and

WHEREAS, these programs are more particularly described within an attachment hereto, incorporated herein by reference; and

WHEREAS, the funding for said programs is as follows, with the local contribution required by Hamilton County being as shown in the column listing designated as "county share":

		TOTAL FUNDS	GRANT FUNDS	LOCAL CONT.	STATE BUY-IN	COUNTY SHARE
1.	Drug Abuse Enforcement	$99,029	$89,126	$ 9,903	$ 4,952	$4,952
2.	Communication System	21,040	18,396	2,104	1,052	1,052
3.	Law Enforcement Training	22,036	19,832	2,204	1,102	1,102
4.	Reduction of Part I Offenses	56,716	51,044	5,672	2,836	2,836
5.	Dental Health Services	16,775	15,097	1,678	839	839
6.	Basic Adult Education	3,800	3,420	380	190	190
7.	Communication & Transportation (Penal Farm)	18,608	16,747	1,861	931	931
	TOTAL	$238,004	$214,202	$23,802	$11,902	$11,902

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to submit grant applications to the Tennessee Law Enforcement Planning Agency for the funding of the programs hereinabove described and is authorized to pay for the County Share therefor.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

FEBRUARY TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular Resolution incorporates authority to apply for 7 different law enforcement-related programs: drug abuse enforcement; radio communications; in-service law enforcement training; reducing Part I criminal offenses; dental health services for inmates; basic adult education for prisoners; penal farm communication-transportation. The total grant would be $238,004 with $214,202 grant funds requiring a county shareeof $11,902.)

F E B R U A R Y T E R M 1 9 7 6

1. Drug Abuse Enforcement

The Hamilton County Sheriff's Department proposes to establish a County-wide task force composed of the narcotics squad of Hamilton County, one officer from each municipality in Hamilton County, and the University of Tennessee at Chattanooga. Officers from the municipalities would be utilized in an undercover capacity within areas of Hamilton County where they would not be known to the criminal drug element. Officers can be effective for only three to six months in an undercover capacity before they become known.

The narcotics task force will report to a board composed of the mayors of each municipality, or their designated representative, and the County Judge of Hamilton County. Funds will be disbursed according to Federal and State guidelines.

The requirement of one officer and one automobile can be waived in whole or in part if financial restraints are such that the agency is unable to participate. The task force will be available to all municipalities in Hamilton County.

2. Radio Communication System

Hamilton County Sheriff's Department is in need of additional communication equipment in order to be more effective in controlling crime.

The following additional equipment is needed:

5 UHF 6 channel mobile radios.
10 UHF 6 channel portable radios.

3. Law Enforcement Training Division

The Hamilton County Sheriff's Office is submitting this Grant, in preparation of organizing their own training division. We are aware that this region has a training division operated by the Chattanooga Police Department, but the County should be a separate entity due to the fact that it enforces State laws and not municipal ordinances. We also plan to make our facility available to other Sheriff Departments of the surrounding counties.

The County has a qualified training officer at the present time. In addition, a curriculum has already been approved by T.L.E.P.A.

The County has 100 full-time, sworn deputies who have fulfilled their basic schooling and qualify for the in-service incentive program.

4. Reduction of Part I Offenses

The goal of this project is a five percent (5%) reduction in Part I crimes in the Hamilton County area by formation of a five-man, basic strike force. Also included in the strike force would be one man designated from each municipality to work with the strike force when operating in that municipality. The strike force would be available to any participating municipality upon request of the Chief of Police. A record system will be established to show criminal incidence by:

a) type and frequency reported;
b) number arraigned;
c) number of convictions.

Complete reports of investigations will be maintained by the project director and a copy given to the requesting authority for cases within his jurisdiction.

This strike force will be equipped, trained and become operational in the first year.

5. Dental Health Services

This Dental Health Services Project will provide emergency and restorative dental care to the inmates of the Hamilton County Jail and Workhouse. By providing accessible dental care before dental emergencies arise, the loss of healthy teeth can be minimized.

The dental operation will be housed in the health clinic room of the new Hamilton County Jail. This location will provide maximum security during treatment and will reduce the transportation and guard costs which are currently being encountered.

6. Basic Adult Education for Prisoners

Many prisoners run afoul of the law due, in part, to low education and this "drop out" status prevents them from securing gainful employment. They often turn to illegal activities as a means of making a livelihood. The goal of this project is to provide basic adult education to these prisoners to improve their prospects for gainful employment upon release from incarceration.

7. Penal Farm Communication and Transportation

Five mobile radios and two remote control units are needed to provide the Penal Farm with a more efficient and secure means of communications: A sixteen (16) passenger van is required to provide secure and reliable transportation of inmates from work assignments to the penal facility.

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

FEBRUARY TERM 1976

RESOLUTION

NO. 276-12

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ACCEPT TWO 12 PASSENGER VANS AND TO PROCURE COMMUNICATION EQUIPMENT AND OPERATIONAL COSTS FOR SAME IN ORDER TO PROVIDE TRANSPORTATION SERVICES TO THE RURAL RESIDENTS OF HAMILTON COUNTY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the residents of the northern, rural areas of Hamilton County require, from time to time, various services provided by agencies located within the inner part of the City of Chattanooga; and

WHEREAS, these residents are often unable to receive such services due to their inability to economically traverse the distances between their rural residences and said agencies, and also due to a lack of mass transit-type of services in said rural areas; and

WHEREAS, two (2) twelve-passenger vans have been offered to Hamilton County by the Progress for People Human Resource Agency in order to meet the abovementioned transportation needs, said vans being operated by Department of Labor enrollees in a demonstration project conducted by said Resource Agency as a part of the total Southeast Tennessee Rural Transportation Service program; and

WHEREAS, Hamilton County can provide said transportation to said rural citizens by financing the operational cost of these vans and by equipping said vans with basic communication services in order to efficiently dispatch and route said vehicles while they are within Hamilton County; and

WHEREAS, the cost of providing one (1) 35-watt base control station and two (2) 110-watt mobile units possessing two operational channels and having a five-channel capability will be approximately Five Thousand Three Hundred Twenty-Three Dollars ($5,323.00), same to be purchased in accordance with standard Human Resource Agency procedures, which system is compatible with adjoining County systems, which will be coordinating with and cooperating in the foregoing described program, and is necessary to the proper dispatching of the two proposed Hamilton County vehicles as well as the coordination with the other similar area-county vehicles.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is authorized to accept two (2) 12 passenger vans from the Progress for People Human Resource Agency, and to procure the hereinabovementioned type of communications equipment for same in accordance with the purchasing requirements of Hamilton County Government, and to provide personnel and operational costs for said vans in order to meet the transportation needs of rural county citizens.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that two 12-passenger vans have been offered by Progress for People Human Resource Agency to transport citizens from the rural areas to the core city for certain services. It will be necessary for Hamilton County to install radios in the van and a base system at a cost of $5,323.00.)

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

FEBRUARY TERM 1976

RESOLUTION

NO. 276-13

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF PUBLIC HEALTH, RELATIVE TO THE DEVELOPMENT OF A PRIMARY HEALTH CARE FACILITY IN NORTHWEST HAMILTON COUNTY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Robert Wood Johnson Foundation will provide in excess of Four Hundred Thousand Dollars ($400,000.00) for purposes of creating a Primary Health Care facility in Northwest Hamilton County; and

WHEREAS, it is necessary for Hamilton County to contract with the State of Tennessee, Department of Public Health, in order to establish said facility and provide for the funding of same.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is authorized to contract with the State of Tennessee, Department of Public Health, and execute such documents as may be required in order to accomplish the intentions hereinabove stated.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this concerns negotiations the County has been conducting with the State and the Robert Wood Johnson Foundation and will authorize the Judge to contract with them for the $400,000.00 that the foundation will provide for creating a Primary Health Care facility in Northwest Hamilton County.)

F E B R U A R Y T E R M 1 9 7 6 Contract No. _____

CONTRACT

STATE OF TENNESSEE, DEPARTMENT OF PUBLIC HEALTH

I. Date and Parties

This agreement is entered into this the 1 day of January, 1976, between the Tennessee Department of Public Health, hereinafter referred to as the Department and Hamilton County, hereinafter referred to as the Contractor.

II. Objectives and Scope

The Department and Contractor agree that the objectives and scope of this agreement are as described herein or by attachments if so noted.

WHEREAS, the need for a primary care center in Northwest Hamilton County, Tennessee, has been demonstrated, the Department is seeking to contract with Hamilton County to establish such a center in Northwest Hamilton County, and

WHEREAS, expenditures of funds must adhere to the line items in the attached budget (Exhibit 1), transfers among line items (increases and decreases) are restricted to $500 or 10% of the line item amount, whichever is greater. If a transfer in excess of this restricted level becomes necessary, the Contractor shall so inform the Department by letter, giving full details. Such transfers may not be made without prior approval of the Department, through the Southeast Regional Office, and

WHEREAS, a systematic record on a fund-accounting basis shall be kept by the Contractor of the disbursement of funds, expenditures, and collected revenues incurred under the terms of this contract, the substantiating documents such as bills, invoices, cancelled checks, receipts, etc. shall be retained in the Contractor's files for a period of not less than seven (7) years after the expiration of this contract period. Further, the Contractor agrees to furnish the Department with copies of such documents when, and/if, requested. The Department reserves the right to require a certified audit of the records of the Contractor insofar as they relate to the disposition of the funds granted by the Department and the Contractor shall make available to the Department its books and records. No part of these funds to the Contractor may be used for purposes other than as stipulated in the program proposal of the Northwest Hamilton County Primary Care Project which is herein a part of this Contract (Exhibit 2), and

WHEREAS, narrative and financial reports must be furnished to the Department upon expiration of the contract (i.e. at the end of the calendar year), the narrative report shall include a report of the use of funds in compliance with the terms of this contract and the progress made by the Contractor toward achieving the purposes of the grant. The Contractor's financial report shall be in the same line item form as the attached budget (Exhibit 1), and shall show the amount budgeted for each line item, the amount expended against each line item as of the date of the report, and the resulting balance remaining in each line. Totals shall be shown for each of the three columns. If an encumbrance system is used, encumbrances shall be shown in a separate column from cash expenditures. The Contractor shall also take in earnest appropriate steps to collect revenue generated from fees and/or third parties for services rendered, reporting on the appropriate Expenditure Request Form (Exhibit 3) such revenue, and

WHEREAS, the Contractor may issue their own press announcements concerning this contract, the Contractor shall consult with the Department, through the Southeast Regional Office, before so doing, and

WHEREAS, the Department operates in compliance with Title VI of the Civil Rights Act of 1964 and its amendments, and the Federal Wage and Hours Law, so shall the Contractor and all parties in this agreement, and

WHEREAS, in the event the Contractor breaches any of the foregoing conditions, the Department, upon giving a thirty (30) day notice in writing, reserves the right to withhold any further payments of this contract and to require the Contractor to repay to the Department any funds expended in contravention of such conditions. During the thirty (30) day period, negotations will be attempted to resolve these breached conditions. Should these conditions not be resolved, the Contractor or Department will have the right to cancel this contract by giving a written thirty (30) day notice.

III. Contractor's Responsibility

NOW THEREFORE, it shall be the Contractor's responsibility to establish a primary care center in Northwest Hamilton County, Tennessee, which will transform those aspects of private medical practice into a public medical practice location, and to establish this public medical practice as an entry point into a comprehensive continuance of care

system between the public care, private care and hospital care facilities, using the project guidelines developed in the proposal (Exhibit 2). The Contractor shall be responsible to the Department, through its agent, the Southeast Regional Health Office, for the fulfillment of the terms of this contract. In addition a Review Committee will be established to develop criteria for analysis of total program needs and activities, serve as a resource for various staff groups and direct the preparation of reports - including the annual reports concerning the performance of the primary care project. The Review Committee, through quarterly meetings, will be responsible for advising the County Judge in matters of policy concerning the program, fiscal management, number and type of personnel required, and the coordination of the joint evaluation effort.

The Contractor also agrees to make available, on request by the Department, any information developed as a result of this project.

IV. Department's Responsibilities

NOW THEREFORE, the Department agrees to provide the Contractor with such medical and administrative support as may be required by them and as may reasonably be available. In addition, the Department, through its agent, the Southeast Regional Office, shall monitor the effectiveness of this project by considering the following criteria: (1) the level of services provided, within the framework of a single entry primary care center; (2) the overall acceptance by the local community to the establishment of a private medical model developed within the public health sector; (3) the consumer acceptance and retention rate; (4) the appropriate level of involvement by the Department and its supportive, planning, and monitoring roles; (5) the effect of this health facility on other possible sites being established; (6) the appropriate level of interdigitation of the project with the private medical sector; (7) external and internal areas needing special attention in similar projects of the future; (8) any changes in the area's morbidity rate; (9) additional types of community planning needed to be performed by the state and local administrator to insure that the center will take a full participating role in additional community health affairs; (10) the present systems' ability to insure self-sufficiency of this project within three years.

V. Reimbursement

It is hereby agreed that the Department will reimburse the Contractor monthly for those expenses incurred in accordance with the attached budget.

VI. Terms and Provisions

The terms of this agreement will begin on the first day of January, 1976, and shall extend through the 31st day of December, 1976, subject to the availability of state funds, federal funds and/or private endowments to finance the same in accordance with this contract. The Contractor warrants that no part of the total contract amount provided herein, shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts, for acting as officer, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under or in connection with this contract. Under no circumstances will the total disbursement for this contract period exceed $ 142,932.

This contract may be modified by mutual agreement in writing setting forth amendments specifically and subject to approval by the signatures affixed to this document.

VII. Authority

This contract shall be governed by the laws of the State of Tennessee.

This contract is not binding upon either party until approved and signed by the appropriate Departments of the State of Tennessee and the Hamilton County Judge.

VIII. Acceptance

In witness herein, both parties have caused their names to be hereunto subscribed by their duly authorized officials, this the ____ day of _____, 197

BY: _____ Social Security No. _____
Hamilton County Judge

Tennessee Department of Public Health

BY: _____
Eugene W. Fowinkle, Commissioner

Tennessee Department of Personnel

BY: _____
J. N. Doane, Commissioner

Tennessee Department of Finance & Administration

BY: _____
William L. Jones, Commissioner

Allotment Code: _____

All invoices and correspondence relative to this contract shall indicate the contract number.

EXHIBIT #1

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

(SUMMARY OF TOTAL ROBERT WOOD JOHNSON FOUNDATION COST PLUS ESTIMATED COUNTY AND STATE INKIND COST, INCLUDING ESTIMATED HOURS)

FIRST YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	CONTRACT FUNDS	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
PERSONNEL:						
County Health Officer	27,050	7,050	222	5,000	222	15,000
Primary Care Physician	30,000	30,000				
Nurse Practitioner (No. 1)	15,600	15,600				
Nurse Practitioner (No. 2 - 6 mo.)	7,800	7,800				
Nurse Practitioner (No. 3)						
Director of Nursing (Hamilton Co.)	6,000		500	6,000		
SE Region Nurse Consultant	3,000				270	3,000
SE Region Adm. Staff (other)	6,000				600	6,000
LPN	6,000	6,000				
County Nurses (other) 25% each x 8	32,000		4,160	32,000		
Lab/X-ray Technicians	9,000	9,000				
Administrator (40/30/30/%)	17,500	7,000	832	10,500		
Secretary - (Monitoring and Clinic)	8,000	8,000				
Secretary Staff - State and County	24,000		4,160	16,000	2,080	8,000
Business Administration - State and County	36,000		8,320	24,000	2,080	12,000
Clerk, Receiving	4,500	4,500				
Clerk, Billing	4,500	4,500				
Recruitment Personnel	30,000		4,080	20,000	2,080	10,000
Planning	39,830		774	34,830	1,040	5,000
Key Punch	1,000		416	1,000		
Statistician	1,200		208	1,200		
Programming	5,000		520	5,000		
County Hospital Back-Up Personnel	35,000		5,160	35,000		
Sub Total:	348,980	99,450	29,352	190,530	13,774	5,900
Fringe Benefits: 15%	52,346	14,917		28,579		8,850
TOTAL: Personnel and Benefits	401,326	114,367		219,109		67,850
SUPPLIES AND OVERHEAD EXPENSES:						
Medical Supplies	7,500	7,500				
Lab Supplies	3,000	3,000				
Xerox	3,000	3,000				
Printing	3,000	3,000				
Office	3,000	3,000				
Telephone	3,400	3,400				

* Estimated only and not for audit purposes

Exhibit #1

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

FIRST YEAR'S BUDGET

DESCRIPTION	TOTAL PROJECT COST EST.	CONTRACT FUNDS	*COUNTY COST EST.		*STATE COST EST.	
			HOURS	$	HOURS	$
SUPPLIES AND OVERHEAD EXPENSES: (cont'D)						
Staff Travel and Training	4,000	4,000				
Malpractice Insurance	7,000	2,000		5,000		
Transportation	5,000		2,080	5,000		
Community Organization	9,080		4,650	9,080		
Patient Education	12,000		5,000	12,000		
Patient Education Materials	350			350		
Sub Total:	60,330	28,900	11,730	31,430		
MONITORING EXPENSES:						
Computer Program Development	6,800	6,800				
Computer Time, up to -	10,000	10,000				
Evaluation	3,970	3,970				
Sub Total:	20,770	20,770				
OTHER COUNTY COSTS:						
Laundry	5,000			5,000		
Building Materials	105,000			105,000		
Site Preparation	15,000			15,000		
Construction - Labor	80,000			80,000		
Plant Maintenance	20,000			20,000		
Partitions - Clinic	57,000			57,000		
Movable Medical Equipment	50,000			50,000		
Furniture	30,000			30,000		
Debt Retirement	31,000			31,000		
Sub Total:	393,000			393,000		
TOTAL:	871,626	164,037		643,539		67,850
ANTICIPATED REVENUE		21,105 (Generated Funds)				
TOTAL AVAILABLE FROM DEPARTMENT TO CONTRACTOR		142,932				

*Estimated only and not for audit purposes

EXHIBIT #2

(see Northwest Hamilton County Primary Care Project Proposal)

ADVANCE REQUEST AND EXPENDITURE REPORT

EXHIBIT #3

SECTION I
Expenditure Report

FROM:
DATE:
PROJECT TITLE:

TO: Tennessee Department of Public Health
C1-136 Cordell Hull Building
Nashville, Tennessee 37219

LINE ITEM	(A) APPROVED BUDGET	(B) ACTUAL EXPENDITURES FOR MONTH OF	(C) YEAR TO DATE ACTUAL EXPENDITURES	(D) BALANCE APPROVED BUDGET	(E) ESTIMATED EXPENDITURES FOR MONTHS OF	(F)	(G)	(H) TOTAL ESTIMATE EXPENDITU [E + F -

SECTION II
Expenditure Analysis

ITEM	APPROVED BUDGET	FUNDS RECEIVED THIS MONTH	FUNDS SPENT THIS MONTH	FUNDS RECEIVED YEAR TO DATE	FUNDS SPENT YEAR TO DATE	FUNDS BUDGETED NOT RECEIVED	FUNDS BUDG-NOT SPENT
FEDERAL							
NON-FEDERAL							

SECTION III
Advance Request

(1) ADVANCE AVAILABLE AT BEGINNING OF MONTH.....$_____
[total column (G) on pervious month report]

(2) LESS: ACTUAL EXPENDITURES.....$_____
(total of column (B))

(3) NET ADVANCE ON HAND.....$_____
(line 1 less line 2)

(4) ESTIMATED EXPENDITURES.....$_____
(total of column (G))

(5) ADVANCE REQUESTED.....$_____

It is hereby certified that the above expenditures have been paid and were incurred in activities as approved under our contract with the Tennessee Department of Public Health. Supporting documents are on file at the office of _____.

_____
Executive Director

Approved by_____
Program Director
Tennessee Department of Public Health

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

SUBMITTED BY:

THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH
DIVISION OF GRANTS PROCUREMENT AND COORDINATION

THE ROBERT WOOD JOHNSON FOUNDATION
The Forrestal Center — P.O. Box 2316
Princeton, New Jersey 08540

Request for Project Support
and
General Conditions of Grants

Title of Project: NORTHWEST HAMILTON COUNTY PRIMARY CARE CENTER

Purpose of Project: To establish a primary care center in Northwest Hamilton County (Tennessee) which will transform those aspects of a private medical practice into a public medical practice location, and to establish this public medical practice as an entry point into a comprehensive continuance of care system between the public care, private care, and hospita care facilities.

Applicant Institution: Tennessee Department of Public Health Division of Grants Procurement and Coordination	Period for which Support is Requested (total project period): From 1/1/76 Through 12/31/78
Address and Phone Number: 217 Capitol Towers Building 510 Gay Street Nashville, Tennessee 37219 615-741-3857	Amount of Support Requested (total project period): $417,346
Project Director (name, title, address, phone number): Dr. Ralph R. Wooley Hamilton County Health Department 921 East Third Street Chattanooga, Tennessee 37403 615-757-2011 Dr. David T. Allen - 615-741-2653 Tennessee Department of Public Health	Institutional Financial Officer (name, title, address, phone number) Mr. Robert G. Maxwell, Chief Fiscal Services, Tennessee Dept. of Public Hea C1-136 Cordell Hull Building Nashville, Tennessee 37219 615-741-3321 Check to be Made Out to: Tennessee Department of Public Health

Applicant's tax-exempt status:
Prior to the Foundation's making payment of a grant, we will need evidence that you are an exempt IRC Section 501(c)(3) entity and are not a private foundation under Section 509(a). These requirements will be satisfied by your providing us with a copy of your 501(c)(3) exemption certificate and a copy of the letter which you presumably have received from the Internal Revenue Service in response to your filing of Form 4653. PLEASE ATTACH COPIES OF THESE DOCUMENTS TO THIS FORM. Please refer any questions you may have about your tax-exempt status to the Foundation (609) 452-8701.

General conditions of grants:
The following pages describe the General Conditions applying to grants made by The Robert Wood Johnson Foundation as required by the Tax Reform Act of 1969. You should read our explanatory letter and these conditions. The proposal date should be entered on page 3, and the conditions should be signed on page 4 as requested.

Institutional Approval: Name and title of official authorized to sign for institution: Dr. Eugene W. Fowinkle, Commissioner Tennessee Department of Public Health	(Signature of authorized official) Date September 30, 1975 (NOTE: Signature also required on page 4)

To the Applicant:

The Tax Reform Act of 1969 imposes a series of new restrictions upon the activities and grants of private foundations. One provision of the legislation requires certain grants to be made subject to a written agreement between the grantor and grantee establishing certain limitations on the use of the grant funds. To comply with the statutory standards, the applicant must agree to the conditions set forth on pages 3 and 4.

If you have any questions about the effect of any provision of this agreement, or if the requirements outlined in it pose special problems for you, we shall be happy to discuss them with you. If during the course of your use of the grant you would like information on the application of one or more of the provisions to a particular problem or situation, we shall be happy to consult with you.

Your acceptance of this agreement should be indicated on page 4 of this form by the signature of the officer or officers who are, under your by-laws, and the law governing you, authorized to execute contracts on your behalf. Please return the executed original of this form to us. A copy is enclosed for your files.

Very truly yours,

William R. Walsh, Jr.
Treasurer
The Robert Wood Johnson Foundation

GENERAL CONDITIONS

1. PURPOSE. The grant is to be used exclusively for the purposes specified in the applicant's proposal, dated Sept. 30, 1975, the Request for Project Support form on page 1, and related documents. In the event that the funds are not used for these purposes within the time specified in the applicant's proposal or within any approved extension of said time period, the funds must be returned to the Foundation.

2. BUDGET. Expenditures of the grant funds must adhere to the specific line items in the grantee's approved grant budget. Transfers among line items (increases and decreases) are restricted to $500 or 10% of the approved line item amount, whichever is greater. If a transfer in excess of this restricted level becomes necessary, the grantee shall so inform the Treasurer of the Foundation by letter, giving full details. Such transfers may not be made without prior approval by the Treasurer.

3. ACCOUNTING AND AUDIT. A systematic record on a fund-accounting basis shall be kept by the grantee of the disbursement of funds and expenditures incurred under the terms of this grant, and the substantiating documents such as bills, invoices, cancelled checks, receipts, etc., shall be retained in the grantee's files for a period of not less than four years after expiration of the grant period. Further, the grantee agrees to furnish the Foundation with copies of such documents when, and if, requested.

   The Foundation reserves the right to require a certified audit of the records of the grantee insofar as they relate to the disposition of the funds granted by the Foundation, and the grantee shall make available to the Foundation its books and records.

   No part of this grant may, as stipulated by law, be used for other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals.

4. REPORTS. Narrative and financial reports must be furnished to the Foundation for each budget period of the grant and upon expiration of the grant. The narrative report should include a report of the use of the funds in compliance with the terms of the grant and the progress made by the grantee towards achieving the purposes of the grant.

   The financial report should be in the same format as the approved grant budget, and should show the amount budgeted for each line item, the amount expended against each line item as of the date of the report, and the resulting balance remaining in each line. Totals should be shown for each of the three columns. If an encumbrance system is used, encumbrances should be shown in a separate column from cash expenditures.

5. PUBLICITY. The Foundation will refer to this grant it its next annual report and in other published material. It may also issue a press release on the grant, in which case a copy shall be sent to the grantee in advance for comments. The grantee may issue its own press announcement, but shall consult with the Foundation before doing so.

   In all public statements concerning the Foundation — press releases, annual reports, or other announcements — grantees are specifically requested to refer to the Foundation by its full name: The Robert Wood Johnson Foundation.

6. TAX EXEMPTION. The grantee represents that it is a public instrumentality or a nonprofit, tax-exempt organization within the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, which is not a private foundation under IRC Section 509(a). The grantee agrees that, if this tax-exemption status is revoked or otherwise withdrawn during the period of this grant, it will notify the Foundation immediately.

   The grantee represents that the proceeds will be applied solely for exempt purposes specified in Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended. It is expressly agreed that any change in the grantee's tax status or any use by the grantee of the grant proceeds for any purpose other than one specified in Section 170(c)(2)(B) will terminate any obligation of the Foundation to make further payments under this grant.

7. BREACH OF CONDITION. The Foundation reserves the right, in the event that the grantee breaches any of the foregoing conditions, to withhold any further payments of the grant and to require the grantee to repay to the Foundation any funds expended in contravention of such conditions.

8. REQUEST FOR RENEWAL. It is expressly understood that the Foundation has no obligation to provide other or additional support to the grantee for the purposes of this project. The information in the grantee's Request for Project Support form, and the terms and conditions set forth herein in the General Conditions of Grants by The Robert Wood Johnson Foundation, are complete and final.

Accepted on behalf of Tennessee Department of Public Health this thirtieth (30th) day of September, 1975.

By: _____ (Signature)

Commissioner

Title Tennessee Department of Public Health

✓ = IN STATE/HAM. CO. CONTRACT

BUDGET SECTION

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

(SUMMARY OF TOTAL ROBERT WOOD JOHNSON FOUNDATION COST PLUS ESTIMATED COUNTY & STATE INKIND COST, INCLUDING ESTIMATED HOURS)

FIRST YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
PERSONNEL:						
COUNTY HEALTH OFFICER	27,050	7,050	222	5,000	222	15,000
PRIMARY CARE PHYSICIAN	30,000	30,000				
NURSE PRACTITIONER (NO. 1)	15,600	15,600				
NURSE PRACTITIONER (NO. 2 - 6 MO.)	7,800	7,800				
NURSE PRACTITIONER (NO. 3)						
DIRECTOR OF NURSING (HAMILTON CO.)	6,000		500	6,000		
SE REGION NURSE CONSULTANT	3,000				270	3,000
SE REGION ADM. STAFF (OTHER)	6,000				600	6,000
LPN	6,000	6,000				
COUNTY NURSES (OTHER) 25% each x 8	32,000		4,160	32,000		
LAB/X-RAY TECHNICIANS	9,000	9,000				
ADMINISTRATOR (40/30/30/%)	17,500	7,000	832	10,500		
SECRETARY - (MONITORING & CLINIC)	8,000	8,000				
SECRETARY STAFF - STATE & COUNTY	24,000		4,160	16,000	2,080	8,000
BUSINESS ADMINISTRATION - STATE & COUNTY	36,000		8,320	24,000	2,080	12,000
CLERK, RECEIVING	4,500	4,500				
CLERK, BILLING	4,500	4,500				
RECRUITMENT PERSONNEL	30,000		4,080	20,000	2,080	10,000
PLANNING	39,830		774	34,830	1,040	5,000
KEY PUNCH	1,000		416	1,000		
STATISTICIAN	1,200		208	1,200		
PROGRAMMING	5,000		520	5,000		
COUNTY HOSPITAL BACK-UP PERSONNEL	35,000		5,160	35,000		
SUB TOTAL:	348,980	99,450	29,352	190,530	13,774	5,900
FRINGE BENEFITS: 15%	52,346	14,917		28,579		8,850
TOTAL: PERSONNEL & BENEFITS	401,326	114,367		219,109		67,850
SUPPLIES & OVERHEAD EXPENSES:						
MEDICAL SUPPLIES	7,500	7,500				
LAB SUPPLIES	3,000	3,000				
XEROX	3,000	3,000				
PRINTING	3,000	3,000				
OFFICE	3,000	3,000				
TELEPHONE	3,400	3,400				

* Estimated only & not for audit purposes

RST YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
SUPPLIES & OVERHEAD EXPENSES: (cont'd)						
STAFF TRAVEL & TRAINING	4,000	4,000				
MALPRACTICE INSURANCE	7,000	2,000		5,000		
TRANSPORTATION	5,000		2,080	5,000		
COMMUNITY ORGANIZATION	9,080		4,650	9,080		
PATIENT EDUCATION	12,000		5,000	12,000		
PATIENT EDUCATION MATERIALS	350			350		
SUB TOTAL:	60,330	28,900	11,730	31,430		
EVALUATION COMPONENT	9,000	9,000				
COMPUTER PROGRAM DEVELOPMENT	6,800	6,800				
COMPUTER TIME	10,000	10,000				
CONSULTANTS	22,500	8,500	500	2,000	2,080	12,000
LODGING/MEALS	5,860	3,360				2,500
TRAVEL (CONSULTANTS)	13,000	3,000	1,000	5,000	1,000	5,000
TRAVEL (STATE)	5,000	3,000			400	2,000
SUB TOTAL:	72,160	43,660	1,500	7,000	34,000	21,500
OTHER COUNTY COSTS:						
LAUNDRY	5,000			5,000		
BUILDING MATERIALS	105,000			105,000		
SITE PREPARATION	15,000			15,000		
CONSTRUCTION - LABOR	80,000			80,000		
PLANT MAINTENANCE	20,000			20,000		
PARTITIONS - CLINIC	57,000			57,000		
MOVABLE MEDICAL EQUIPMENT	50,000			50,000		
FURNITURE	30,000			30,000		
DEBT RETIREMENT	31,000			31,000		
SUB TOTAL:	393,000			393,000		
TOTAL	926,816	186,927		650,539		89,350
LESS EST. LOCAL & STATE INKIND MATCH*	-739,889					
ROBERT WOOD JOHNSON FOUNDATION TOTAL	186,927					
ANTICIPATED REVENUE	21,105					
TOTAL REQUESTED FROM ROBERT WOOD JOHNSON FOUNDATION (LESS ANTICIPATED REVENUE & EST. STATE & LOCAL)	$165,822					

*Estimated only & not for audit purposes

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

(SUMMARY OF TOTAL ROBERT WOOD JOHNSON FOUNDATION COST PLUS ESTIMATED COUNTY & STATE INKIND COST, INCLUDING ESTIMATED HOURS)

SECOND YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
PERSONNEL:						
COUNTY HEALTH OFFICER	27,614	7,614		5,000		15,000
PRIMARY CARE PHYSICIAN	31,500	31,500				
NURSE PRACTITIONER (NO. 1)	16,380	16,380				
NURSE PRACTITIONER (NO. 2 - 6 MO.)	15,990	15,990				
NURSE PRACTITIONER (NO. 3)						
DIRECTOR OF NURSING (HAMILTON CO.)	21,600	15,600		6,000		
SE REGION NURSE CONSULTANT	3,000	–				3,000
SE REGION ADM. STAFF (OTHER)	6,000					6,000
LPN	6,300	6,300				
COUNTY NURSES (OTHER) 25% each x 8	32,000			32,000		
LAB/X-RAY TECHNICIANS	9,450	9,450				
ADMINISTRATOR (40/30/30/%)	17,500	5,550		11,950		
SECRETARY - (MONITORING & CLINIC)	8,400	8,400				
SECRETARY STAFF - STATE & COUNTY	24,800			16,800		8,000
BUSINESS ADMINISTRATION - STATE & COUNTY	37,000			25,000		12,000
CLERK, RECEIVING	6,300	6,300				
CLERK, BILLING	6,300	6,300				
RECRUITMENT PERSONNEL	30,000			20,000		10,000
PLANNING	39,830			34,830		5,000
KEY PUNCH	1,000			1,000		
STATISTICIAN	1,200			1,200		
PROGRAMMING	5,000			5,000		
COUNTY HOSPITAL BACK-UP PERSONNEL	35,000			35,000		
SUB TOTAL:	382,164	129,384		193,780		59,000
FRINGE BENEFITS: 15%	57,324	19,407		29,067		8,850
TOTAL: PERSONNEL & BENEFITS	439,488	148,791		222,847		67,850
SUPPLIES & OVERHEAD EXPENSES:						
MEDICAL SUPPLIES	5,000	5,000				
LAB SUPPLIES	3,000	3,000				
XEROX	3,000	3,000				
PRINTING	2,000	2,000				
OFFICE	3,000	3,000				
TELEPHONE	3,400	3,400				

* Estimated only & not for audit purposes

SECOND YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
SUPPLIES & OVERHEAD EXPENSES: (cont'd)						
STAFF TRAVEL & TRAINING	3,000	3,000				
MALPRACTICE INSURANCE	7,000	3,000		4,000		
TRANSPORTATION	5,000			5,000		
COMMUNITY ORGANIZATION	10,000			10,000		
PATIENT EDUCATION	12,000			12,000		
PATIENT EDUCATION MATERIALS	400			400		
SUB TOTAL:	56,800	25,400		31,400		
EVALUATION COMPONENT	10,000	10,000				
COMPUTER PROGRAM DEVELOPMENT	–	–				
COMPUTER TIME	10,000	10,000				
CONSULTANTS	17,600	3,600		2,000		12,000
LODGING/MEALS	3,940	1,440		–		2,500
TRAVEL (CONSULTANTS)	12,000	2,000		5,000		5,000
TRAVEL (STATE)	5,000	3,000		–		2,000
SUB TOTAL:	58,540	30,040		7,000		21,500
OTHER COUNTY COSTS:						
LAUNDRY	5,000			5,000		
BUILDING MATERIALS						
SITE PREPARATION						
CONSTRUCTION – LABOR						
PLANT MAINTENANCE	20,000			20,000		
PARTITIONS – CLINIC						
MOVEABLE MEDICAL EQUIPMENT						
FURNITURE						
DEBT RETIREMENT	31,000			31,000		
SUB TOTAL:	56,000			56,000		
TOTAL	610,828	204,231		317,247		89,350
LESS EST. LOCAL & STATE INKIND MATCH*	-406,597					
ROBERT WOOD JOHNSON FOUNDATION TOTAL	204,231					
ANTICIPATED REVENUE	- 62,244					
TOTAL REQUESTED FROM ROBERT WOOD JOHNSON FOUNDATION (LESS ANTICIPATED REVENUE & EST. STATE & LOCAL)	141,987					

*Estimated only & not for audit purposes

NORTHWEST HAMILTON COUNTY PRIMARY CARE PROJECT

(SUMMARY OF TOTAL ROBERT WOOD JOHNSON FOUNDATION COST PLUS ESTIMATED COUNTY & STATE INKIND COST, INCLUDING ESTIMATED HOURS)

THIRD YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
PERSONNEL:						
COUNTY HEALTH OFFICER	28,223	8,223		5,000		15,000
PRIMARY CARE PHYSICIAN	32,500	32,500				
NURSE PRACTITIONER (NO. 1)	17,200	17,200				
NURSE PRACTITIONER (NO. 2 - 6 MO.)	16,780	16,780				
NURSE PRACTITIONER (NO. 3)	16,380	16,380				
DIRECTOR OF NURSING (HAMILTON CO.)	6,000			6,000		
SE REGION NURSE CONSULTANT	3,000					3,000
SE REGION ADM. STAFF (OTHER)	6,000					6,000
LPN	6,600	6,600				
COUNTY NURSES (OTHER) 25% each x 8	32,000			32,000		
LAB/X-RAY TECHNICIANS	10,000	10,000				
ADMINISTRATOR (40/30/30/%)	18,000	5,700		12,300		
SECRETARY - (MONITORING & CLINIC)	8,820	8,820				
SECRETARY STAFF - STATE & COUNTY	25,900			17,000		8,900
BUSINESS ADMINISTRATION - STATE & COUNTY	37,000			25,000		12,000
CLERK, RECEIVING	6,600	6,600				
CLERK, BILLING	6,600	6,600				
RECRUITMENT PERSONNEL	30,000			20,000		10,000
PLANNING	39,830			34,830		5,000
KEY PUNCH	1,000			1,000		
STATISTICIAN	1,200			1,200		
PROGRAMMING	5,000			5,000		
COUNTY HOSPITAL BACK-UP PERSONNEL	35,000			35,000		
SUB TOTAL:	389,633	135,403		194,330		59,900
FRINGE BENEFITS: 15%	58,444	20,310		29,149		8,985
TOTAL: PERSONNEL & BENEFITS	448,077	155,713		223,479		68,885
SUPPLIES & OVERHEAD EXPENSES:						
MEDICAL SUPPLIES	5,000	5,000				
LAB SUPPLIES	3,500	3,500				
XEROX	3,000	3,000				
PRINTING	2,000	2,000				
OFFICE	3,000	3,000				
TELEPHONE	3,400	3,400				

* Estimated only & not for audit purposes

3RD YEAR

DESCRIPTION	TOTAL PROJECT COST EST.	RWJF	*COUNTY COST EST. HOURS	*COUNTY COST EST. $	*STATE COST EST. HOURS	*STATE COST EST. $
SUPPLIES & OVERHEAD EXPENSES: (cont'd)						
STAFF TRAVEL & TRAINING	2,000	2,000				
MALPRACTICE INSURANCE	7,000	3,000		4,000		
TRANSPORTATION	5,000			5,000		
COMMUNITY ORGANIZATION	11,000			11,000		
PATIENT EDUCATION	12,000			12,000		
PATIENT EDUCATION MATERIALS	400			400		
SUB TOTAL:	57,300	24,900		32,400		
EVALUATION COMPONENT	10,000	10,000				
COMPUTER PROGRAM DEVELOPMENT						
COMPUTER TIME	10,000	10,000				
CONSULTANTS	17,600	3,600		2,000		12,000
LODGING/MEALS	3,940	1,440		-		2,500
TRAVEL (CONSULTANTS)	12,000	2,000		5,000		5,000
TRAVEL (STATE)	5,000	3,000		-		2,000
SUB TOTAL:	58,540	30,040		7,000		21,500
OTHER COUNTY COSTS:						
LAUNDRY	5,000			5,000		
BUILDING MATERIALS						
SITE PREPARATION						
CONSTRUCTION - LABOR						
PLANT MAINTENANCE	20,000			20,000		
PARTITIONS - CLINIC						
MOVEABLE MEDICAL EQUIPMENT						
FURNITURE						
DEBT RETIREMENT	31,000			31,000		
SUB TOTAL:	56,000			56,000		
TOTAL	619,917	210,653		318,879		90,385
LESS EST. LOCAL & STATE INKIND MATCH*	-409,264					
ROBERT WOOD JOHNSON FOUNDATION TOTAL	210,653					
ANTICIPATED REVENUE	-101,116					
TOTAL REQUESTED FROM ROBERT WOOD JOHNSON FOUNDATION (LESS ANTICIPATED REVENUE & EST. STATE & LOCAL)	109,537					

*Estimated only & not for audit purposes

BUDGET JUSTIFICATION

(LINE ITEM)

PERSONNEL

County Health Officer: To cover the time estimated that he will spend on the project in (1) Direct medical backup, consultation and practice (2) Co-ordination of and development of programs as they relate between the Primary Care Center medical practice and the referral relationship with the conventional public health and private medical sectors.

Primary Care Physician: Salary for his services in the Primary Care Center as it relates to full time practice in the newly established public medical practice

Nurse Practitioner: Salary for their medical services and time served in the Primary Care Center practice

LPN: Payment for her services in assisting in the patient flow within the Primary Care Center

Lab Tech/X-ray Tech: Salary for their medical contribution to the treatment of patients within the Primary Care Center.

Administrator: To pay for that portion of time spent in the coordination, planning and administering the Primary Care Center. The salary is broken down as follows: 1st year, 40% of his time - 2nd year, 30% - 3rd year, 30%. It is also anticipated that as the duties of the Primary Care Center increase, an additional administrator will supplement the remainder of the time in order to insure that the vital needs for a full time administrator will be met.

Secretary: This will be a full time secretary at the Center to carry out the various office functions needed by the physician, nurse practitioners, and the State monitoring system.

Clerk-Receiving: The Primary Care Center will be utilizing the single entry point method of receiving patients. All records will be located at this entry point. The receiving clerk will be responsible for insuring that both the patient and the records are attended to; as well as, follow-up on outside services so as to insure a complete family oriented record for each patient.

Clerk-Billing: The billing clerk will be responsible for insuring that all charges are accounted for and the accounts receivable are in order.

SUPPLIES

Medical: Those supplies used directly in the treatment of a patient within the Primary Care Center.

Lab: Those supplies used by the Lab in treating patients within the Primary Care Center.

Xerox: Necessary records, letters and documents needed to perform the administrative duties of the Primary Care Center.

Printing: Records, pamphlets, stationery, and control data needed to efficiently inform and treat those patients who will be utilizing or should be utilizing the Primary Care Center.

Office Supplies and Telephone: Self explanatory, but are to be confined to services performed for or in the Primary Care Center.

Travel/ Staff Training: From time to time it will become necessary for members of the Primary Care staff to take additional training, or review previous training in order to keep abreast with the charges which take place within the medical treatment field. It may also be necessary to bring in an outside instructor to train the staff in a particular facet of primary care delivery.

It will be necessary for staff members to travel to and from Chattanooga to the actual site.

Malpractice Insurance: Self explanatory - to cover those areas of service which will be performed above and beyond those of the conventional categorical services normally performed in many local health organizations. Since this center will in no way resemble a categorical service of the conventional health department, but will in fact exercise in a public medical setting those services generally found only in a private medical setting, additional coverage will be needed.

Evaluation Component: To establish the evaluation component through the Chattanooga-Hamilton County Center, so that the county's objective brought out earlier in the Grant Request, may be fully answered and evaluated for the narrative which will go to the County, State and Robert Wood Johnson. It is through this method that it will be determined whether or not this system can or should be duplicated at additional locations.

Computer Program Development: The estimated cost of a computer program based on $20,000 for four months' worth of time to program the computer with the State of Tennessee, so that the State may obtain the answers to the State's questions brought out earlier in the request narrative, may be placed on the available computer and tabulated for a narrative report to the State and Robert Wood Johnson and the County.

Computer Time: If the Hamilton County computer is available for rental, it will be used. If not, outside time will have to be purchased in order to tabulate the programs evaluations of the State.

Consultants: Time - Lodging - Meals - Travel

As the Project begins to develop, outside consultants will be used in the areas of administration, program coordination, medical practice as well as future program service development. These monies are to insure that the

outside expertise needed for the insurance of an effective program can be obtained.

Travel - State

This amount will be used by the following State employees as their efforts apply to the Primary Care Center activities.

Grants Division:

George H. Henson, Director, Grants Procurement and Management Coordinator.

Gerald Poole, Grants Management, Business Office, State of Tennessee Public Health Department

In travel, to and from Nashville and Chattanooga, while coordinating the quarterly budget reports, the yearly audit, annual progress report and 02 and 03 grants. If necessary, travel to New Jersey as it pertains to the Grants portion of this (P. C.) center project.

The Primary Care Project people from Nashville, including Dr. Allen, Director of Local Health Services - State of Tennessee

Larry Baker - Special Primary Care Projects Director

Dick Achuff - Director, Division of Primary Care Development, State of Tennessee

These above people will be traveling to and from Chattanooga- Nashville (and possibly to visit an out of state site) in order to plan, evaluate and monitor this Primary Care system.

All of these charges will be restricted to business that relates directly with their duties connected with the Northwest Hamilton County Primary Care Project.

BUDGET JUSTIFICATION

ANTICIPATED RESOURCES

Year 1 (January, 1975 - December, 1976)

Staff:

Physician (1 full time)
Nurse Practitioner (1 full time) — Equivalent to 1.75 full time Physician
Nurse Practitioner (½ time)

Assumption:

One full time Physician equivalent can see 100 patients per week.
One Nurse Practitioner equal .50 full time Physician equivalent.

Calculations:

1. 100 patients x 1.75 x 52 weeks = 9,000 patient visits Average cost per patient visit is $8.00 =	$ 72,000
2. 40% of visits will require lab work. 40% x 9,000 visits x lab cost @ $3.50 each =	12,600
3. 20% of visits will require an x-ray @ $10.00. 20% x 9,000 visits x $10.00	18,000
Estimated Total 1st Year Possible Income	$102,600
Down Time 1st Year = 75%, Balance Left =	30,150
Estimated Uncollectable Rate 1st Year = 30%	
Estimated Total Collectable Income 1st Year =	$21,105

ANTICIPATED RESOURCES

Year 2 (January, 1977 - December, 1977)

Staff:

Physician (1 full time)
Nurse Practitioner (3 full time) } Equivalent to 2.5 full time Physician

Assumption:

One full time Physician equivalent can see 100 patients per week.
One Nurse Practitioner equal .50 full time Physician equivalent.

Calculations:

1. 100 patients x $2.50 x 52 weeks = 13,000 visits Average cost per visit = $8.00	=	$104,000
2. 40% of visits will require lab work. 40% x 13,000 visits x lab cost @ $3.50 each	=	$18,200
3. 20% of 13,000 visits will require a $10.00 x-ray 20% x 13,000 visits x $10.00	=	$26,000
Estimated Total 2nd Year Possible Income		$148,200
Estimated Down Time 40%, Balance Left		$89,020
Estimated Noncollectible rate 2nd Year 30%		
Estimated Total Collectible Income 2nd Year		$62,244

ANTICIPATED RESOURCES

Year 3 (January, 1978 - December, 1978)

Staff:

Physician (1 full time)
Nurse Practitioner (3 full time) } Equivalent to 2.5 full time Physican

Assumption:

One full time Physician equivalent can see 100 patients.
One Nurse Practitioner equal .50 full time Physician equivalent.

Calculations:

1. 100 patients x $2.50 x 52 weeks = 13,000 visits Average cost per visit = $8.00	=	$104,000
2. 40% of visits will require lab work 40% x 13,000 visits x lab cost @ $3.50 each	=	18,200
3. 20% of visits will require x-ray 20% x 13,000 x $10.00	=	26,000
Estimated Total 3rd Year Possible Income		$148,200
Estimated Down Time 15%, Balance Left		$126,395
Estimated Noncollectables 20% 3rd Year		
Estimated Total Collectable Income 3rd Year		$101,116

NARRATIVE SECTION

Introduction - Significance of the Project

A critical and growing shortage of primary health care services exists in the rural areas of the State of Tennessee. In an effort to alleviate this shortage, the Tennessee Legislature passed The Primary Care Act of 1973. This Act provides for the establishment of a network of model primary care centers in non-metropolitan areas. For this purpose, an allocation of five hundred thousand dollars was made to the Tennessee Department of Public Health. The need for an entry point into the health care system in urban areas was also recognized by the State Legislature and the Primary Care Act was amended in 1974 to allow the Department of Public Health to establish centers in urban counties. However, the enabling legislation was not accompanied by an appropriation of supporting funds.

Under the provisions of the original Primary Care Act, a number of rural primary care centers (26) were successfully developed throughout the state. The mechanism for establishing these centers has been developed, implemented and refined. The model involved the use of a primary care team which included: (1) physician supervision (2) nursing care including the use of nurses in extended roles, and (3) health outreach. The use of physician extenders, such as nurse-clinicians, was visualized as a way to help lessen the adverse impact of physician maldistribution and shortage. Adoption of improved medical records, use of health education, consultation and provision of administrative, X-ray, clinical laboratory, dental and pharmacy services, etc., were among the supportive elements developed for the centers. Procedures were established to ensure center acceptance by the professional community as well as the consumer population. At the present time, the primary care system developed by the Tennessee Department of Public Health in non-urban areas is functioning well.

However, if the Department of Public Health is to help meet the needs for primary care in urban areas, a new and different methodology may have to be developed. Potential barriers to the establishment of such centers must be identified and overcome. Pathways of referral and interfaces with other health care providers in metropolitan areas must be developed. Since State funds to support these types of programs are unavailable, the Tennessee Department of Public Health's Division of Grants Procurement and Coordination was asked to secure the needed funds. They established contact with the Robert Wood Johnson Foundation in order to obtain support for this unique State/County project. The prerequisites to establishing such centers must be formed. Related experiences need to be documented. Such documentation would be of potential value to others. Even though our goal will be to establish a functioning clinic in the urban areas of Hamilton County, Tennessee having population aggregates of 40,000 - 54,000, there are several questions which must also be answered for the Tennessee Department of Public Health. They are as follows:

(1) What quality of care can be delivered within the framework of a simple entry primary care center?

(2) What is the overall acceptance by the local community to the establishment of a private medical model being established within the public medical sector?

(3) What has been the consumer acceptance? Retention rate?

(4) Did the Tennessee Department of Public Health become involved to the degree necessary, or should it do more in the areas of support, planning, or monitoring?

(5) What role will the establishment of this health facility have on other possible sites being established?

(6) Did the internal structure of the public health backup functions dovetail into the newly established private medical practice, or do changes need to be made?

(7) What areas of service (externally and internally) need to be strengthened when another such project is established?

(8) Has the morbidity rate within the area changed? Has the care center successfully met its objective?

(9) What additional types of community planning needs to be done by both the State and local administrator so as to insure that the center will take a full participating role in additional community affairs?

(10) Does the present accounting system insure self-sufficiency within three years?

There are, likewise, questions which must be answered for Hamilton County if there are to facilitate development of centers at other future sites in the county where a need for primary care exists. These questions include:

(1) What is the cost effectiveness of the primary care center model, as developed, over the short and long range?

(2) Is the model replicable in other specific areas of the County and for a County-wide center?

(3) What modifications must be made in the planned model to make it more effective and efficient?

(4) What progress has been made towards financial and organizational self-sufficiency during the first, second, and third years of implementation?

(5) What has been the acceptance of the center by the consuming public and by the private medical sectors?

These five questions serve as the basis for evaluating the role of Hamilton County in developing and providing primary care services for the County's population. Consequently, methodologies have been established at the outset of this project to determine the answers to these questions.

(1) Cost effectiveness will be measured by applying the total cost incurred to the total income generated over each of the three years. This will serve as a guide to the County's decision-makers for planning primary care services beyond the Northwest region of the County. In addition, a detailed cost accounting system will be utilized to determine patient area costs by type of service rendered and by type of care provider utilized (e.g. physician vs nurse clinician). This analysis will provide planning data to be used in determining the service and personnel configuration of future centers.

(2) A predictor model will be developed to determine the replicability of the primary care model in other areas in the County. This model will apply the demographic, epidemiological, health status, and economic parameters of the Northwest region [illegible] where the primary care service is contemplated. The evaluation of the predictor model will be made before subsequent centers are established. Its success will guide the County in all future primary care planning.

(3) Modifications made during the implementation phase of the project will be documented in order to determine the effects on the functioning of the organization, and the efficiency and effectiveness of services.

(4) The degree of financial self-sufficiency will be evaluated retrospectively at the end of the first, second, and third years of operation. The data collected for this purpose will help the County determine the investment required for future centers.

(5) Consumer acceptance of a primary care center run by the County Health Department will be measured by active enrollment data, including the demographic and socio-economic characteristics of the consumers. Patient utilization rates will be compared to national and regional rates as a means of determining acceptance. Acceptance by the private medical sector will be determined by documentation of the success of interaction with private physicians.

Goals of the Primary Health Center Project

1. To enable residents of the Northwest Hamilton County area to achieve and maintain the maximum physical and emotional wellbeing.
2. To demonstrate the role of adequate health services to individuals and families in a planned community services effort aimed at reducing disease, disability and dependency.
3. To cooperate with other health, welfare, education and community service organizations in order to maximize the benefits and to achieve the purposes of all other available programs in the community.
4. To make available a setting in which students, practitioners and investigators in the several related health services may acquire clinical experience, participate in the multidisiplinary provision of health services and conduct appropriate studies which will contribute to the nationwide need for knowledge about effective, efficient and economical systems of delivering health services to a medically underserved population in an urban county.

Primary Health Care Objectives

A. General Objectives

The immediate objective for the provision of primary health care by a public agency in an urban area is to have a functioning primary care nucleus in Northwest Hamilton County, Tennessee within one year after inception. The Department of Public Health will develop a contract with Hamilton County for providing manpower and services. Performance elements will be written into the contract. After the first center has been established in Northwest Hamilton County, a site will be selected for a possible second center.

B. Specific Objectives

1. To provide a private medical practice setting within a public medical system which will also serve as an entry point into sources of services such as therapeutic, preventive, promotional, rehabilitative, medical, emergency surgical, nursing, and some emergency type services primarily to those residents of the proposed project area.
2. To provide health maintenance care to the area residents including diagnosis, treatment, and follow-up of acute and chronic medical conditions with emphasis on primary care and referral.
3. To provide coordinated care, counseling, supervision, and follow-up of families and individuals with multiple health problems to assure maximum use of available resources.
4. To provide homemaker services as required.
5. To facilitate referral of elderly and/or chronically ill persons to a nursing home or other appropriate facility providing extended care.
6. To provide appropriate referrals to highly specialized diagnostic and treatment facilities in other settings when necessary.

7. To involve the care center into the total community health affairs so that through its planning facilities areas of health outside of those directly related with the in-house services can also be met.
8. To provide patient stabilization in emergencies and facilitate ambulance transportation where needed.
9. To provide a prenatal and post-partum care program and to identify potential high risk obstetrical patients and/or compromised newborns and route them to needed care through interfaces with other institutions and providers.

Site Selection

A number of factors make Northwest Hamilton County a suitable site for attempting to overcome the obstacles of establishing a care project in an urban area.

Northwest Hamilton County falls within the Standard Metropolitan Statistical Area of Chattanooga. Its 54,000 population has great diversity in socio-economic characteristics. It is a medically underserved area geographically isolated from the maldistributed medical resources of Chattanooga by distance and a secondary road system.

The need for primary care in Northwest Hamilton County was brought to the attention of the Department of Public Health by officials of the County. The Tennessee Department of Public Health and the Division of Grants Procurement and Coordination were approached with the request for assistance. As noted earlier, the Department has legislative authority to provide primary care services in urban areas, but does not have the financial support. If success in Hamilton County were demonstrated to the State Legislature, the chance of funding in other urban areas would be greatly enhanced. The elected and appointed officials of Hamilton County have expressed

their willingness to cooperate with the Department of Public Health in attempting to adapt the model developed in rural counties to their urban county.

An important question posed at the outset was, how would the medical community react to a public agency's involvement in establishing a primary care center? The Chattanooga-Hamilton County Medical Society has endorsed the concept basic to the Department's model, i.e., the use of physician extenders under preceptor supervision. The Hamilton County Health Department and the County-supported Baroness Erlanger Hospital have expressed willingness to jointly provide health manpower for the planned center. Both of these agencies are accepted and utilized by all socio-economic groups in the Northwest Hamilton County area. This experience of wide acceptance makes the area an ideal choice for this experiment. In addition, the primary care center will be located within a large Human Resource Center, which will provide a wide range of educational, recreational and social services. It is anticipated that the other components of the Human Resource Center will facilitate use of the Primary Care Center by residents of the area.

Background

The 1970 population of the Northwest Hamilton County area is 54,664. Ninety-eight percent of the population is white, approximately 37 percent of the population is under 20 years of age and 45 percent of the female population is in the child-bearing ages of 15-44 years. The age groups 65 and over comprise seven percent of the population.

Approximately 11 percent of the mothers delivering in 1973 had insufficient prenatal care. The neonatal dealth rate was 11.6 per thousand live births, the infant death rate was 12.5 per thousand and the fetal death rate was 7.7 per thousand in that year. The leading reportable disease was Gonorrhea (2.0 cases per thousand population), followed by infectious hepatitis (0.3 cases per thousand population).

More detailed information about the population, its health status, and available health resources is given in the attached appendices.

THE PRIMARY CARE CENTER MODEL

The medical staffing model to be used in the Center is the physician preceptor-nurse clinician model. The physician, who will serve as the Center's Medical Director, will be a general or family practitioner familiar with the use of nurse-clinicians. He will develop, review and amend the medical protocol of the nurse-clinicians. He will also serve as the on-site back up for the nurse-clinicians to manage cases beyond the ability of the nurse-clinician. The physician will eventually have contact with each enrolled patient in order to develop a rapport with the patient and convey confidence in the nurse-clinicians to the patient. It is anticipated that the physician will be called on to treat the small portion of the patient population with serious conditions and to serve as the decision maker for patient referral to specialists and for hospital admissions.

The nurse-clinicians are registered nurses with master's degrees in clinical science. There are two major sources of nurse-clinicians in Tennessee (Vanderbilt and University of Tennessee Medical Institution) along with other schools in the Southeast (it is anticipated that locally trained nurse-clinicians will remain longer in the Center). The nurse-clinicians will see a majority of the routine patients and will treat these patients in accordance with the protocol. The nurse-clinicians will have more time to devote to patient education.

A licensed practical nurse will be employed to expedite patient flow through the center. She will assist in taking patient histories and in performing screening tests. She will also provide some treatment service, such as immunizations, Dressing changes, etc, to allow optimum utilization

of nurse-clinician and physician time. A laboratory technologist with training in the use of x-ray equipment will collect specimens and perform laboratory tests as ordered. This person will provide an improved diagnostic capability for the clinical staff and will save clinical staff time by performing these procedures.

The model for this Primary Care Center is unique because of the following variables:

(1) The Center is an urban one administered and operated by the local county and monitored by the State Department of Public Health's Division of Primary Care.

(2) A private medical sector is available to serve as an alternative to the Center, although at greater distance.

(3) A full-time physician will remain on-site to provide service to patients and backup to [illegible]

(4) The origins of [illegible] in the primary care market. [illegible] as a physician in private practice. In fact, an emphasis will be placed on attracting patients able to pay for services.

(5) The Center will serve as a single entry point to a broad range of services in addition to primary care. The Primary Care staff will have public health, mental health, and speech and hearing services as resources. Triage will be performed by the Primary Care Component. It will also serve as the access point to continuance of care.

(6) As a result of (5), the public health services will provide greater continuity and less categorization.

(7) Most unique of all is the fact that this primary care center will be the first private medical practice incorporated into a public medical system.

RESPONSIBILITY OF THE TENNESSEE DEPARTMENT OF PUBLIC HEALTH

PROGRAM DESIGN

Role of the Tennessee Department of Public Health:

The Department of Public Health will undertake the following specific roles in this project:

(1) Develop a contract with Hamilton County for providing manpower and services in the center;

(2) Monitor the process of organization and implementation;

(3) Provide advice and assistance throughout the project.

Further, it will be the design of the monitoring system to answer the following basic questions:

(1) Is the Northwest Hamilton County Primary Care Project efficiently operated?

(2) Is the program design effective in this area of Tennessee, and does it meet stated objectives?

(3) Is this project becoming economically viable, and will it attain self-sufficiency?

(4) Is the Northwest Hamilton County Primary Care Center a feasible model for replication in other urban areas?

The monitoring function will be done by a special staff component of the Southeast Regional Office of the Tennessee Department of Public Health. This staff will document all meetings, procedures, conflicts, and successes encountered in setting up the center. To help assure efficient operation and evaluation and compliance with performance objectives, a Management Information System will be established. The monitoring system will rely on established mechanisms within the Department, where such mechanisms are adequate, in order to minimize costs. However, as computer capabilities will be necessary, the possibilities of obtaining such services from Hamilton County will be explored. Other possible sources of such assistance include

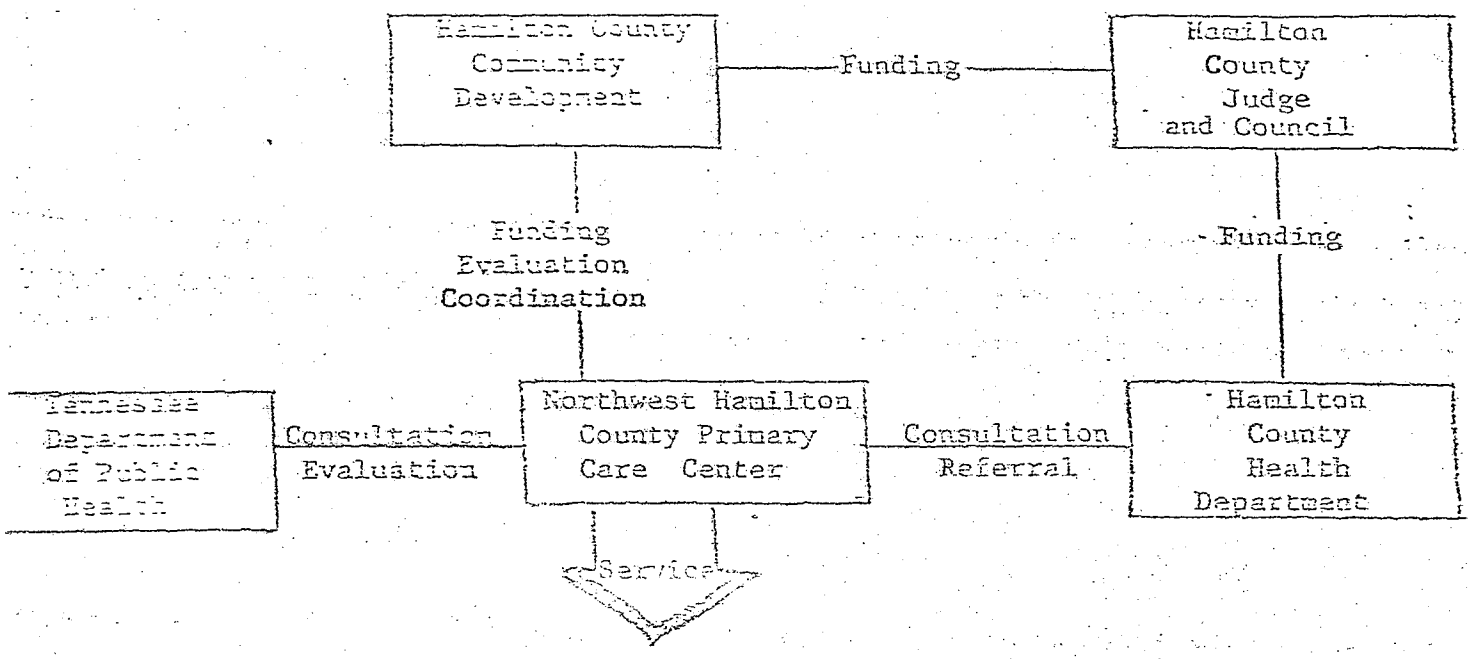
the Tennessee Valley Authority which has in place a sophisticated computerized Management Information System which provides for acquisition and retrieval of Health Care data.

The monitoring process will continue and further develop throughout the duration of the project. It will, of course, include extensive documentation of experience in start-up and operations. The Department realizes that effective monitoring is a mutable process. Therefore, the state monitoring system will become more sophisticated during the period of this project.

The contractural agreement with Hamilton County will have provisions built in to assure adequate performance by the county in providing services. Achievement of performance levels will be determined in the monitoring process. All these functions will be provided through the Southeast Regional Office of the Tennessee Department of Public Health in cooperation with the Division of Primary Care.

THE CENTER'S RELATIONSHIP TO THE COUNTY AND STATE

The following model shows the relationship between the Primary Care Center, Hamilton County, and the Tennessee Department of Public Health.



The Tennessee Department of Public Health will provide expert consultation to the Primary Care Center in such matters as: protocol development, staff recruitment, record-keeping, accounting, organization, and continuing professional education. The Department will also evaluate the Center in order to answer the questions the state has raised about establishing centers in an urban area. The Hamilton County Office of Community Development will assist the center in procuring funding for expansion, new equipment and staff, if needed. They will also coordinate the activities with other components of the Human Resource Center and those of the Primary Care Center. In addition, they will evaluate the Center in order to develop a model for future centers in the County or State.

The County Judge shall exercise ultimate control over the Human Resource Center.

RESPONSIBILITIES OF HAMILTON COUNTY

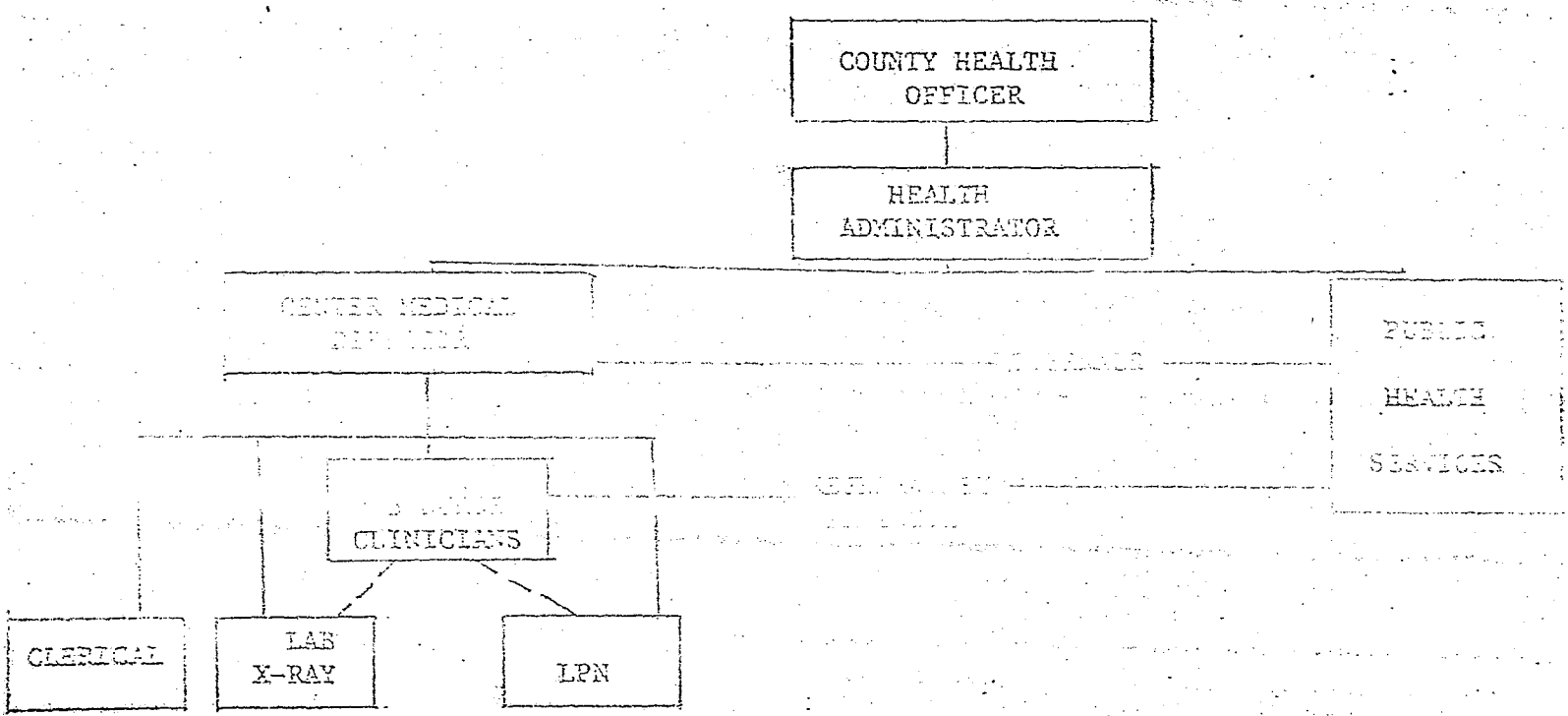
Hamilton County will develop this Primary Care Center within the Northwest Hamilton County Human Resource Center in Soddy-Daisy, Tennessee. Hamilton County will enter into a contract with the State of Tennessee for the operational funds received by the State from The Robert Wood Johnson Foundation for the operation of this Center. A mechanism for fiscal accountability will be incorporated in that contract.

The County will assume the responsibility for data collection, record keeping and accurate programmatic and fiscal information needed for reports as required by the State and the Foundation.

The Hamilton County Health Department will provide consultation and assistance to the Center in the areas of administration, records management, community organization, staff training, data collection, and preventive medicine. The Health Department will [illegible] services and staff back-up. A bilateral referral arrangement will be developed between the Center and Health Department. The Primary Care Center will provide an entry point into such public health services as: home health care, family planning services, nutrition consultation, communicable disease investigation, patient education, and environmental health services. The Health Department will refer patients contacted through outreach programs to the Primary Care Center.

THE RELATIONSHIP OF PRIMARY CARE CENTER TO THE COUNTY HEALTH DEPARTMENT

The following organization model depicts the administrative relationships between the Primary Care Center and the County Health Department.



The County Health Officer has the administrative responsibility for the Primary Care Center. The Health Administrator serves as the administrator for both - primary care and public health to optimize coordination of personnel. The primary care service staff is directly responsible to the Center Medical Director (Physician) while the public health staff is ultimately responsible to the County Health Officer.

Both staff groups will serve in the Primary Care Center. The single point of entry to all services within the Center is through the primary care intake. The public health programs will serve as resources for the primary care staff. The physicians and nurse clinicians will refer patients to the appropriate public health service.

The Health Administrator will facilitate the referral mechanism. The organization of public health services is primarily by multi-purpose nursing

teams; that is, each nursing team performs a full range of public health services (e.g., family planning, pediatric clinics, home health care, etc.) This structure will expedite the interfacing of the two types of service.

This organization pattern is designed to minimize the amount of administrative control required of the Medical Director and yet optimize the referral mechanism. In addition, it prevents accounting complications that would arise from the comingling of categorical funds with fees for service.

REVIEW PLAN

A Review Committee will be established which will develop criteria for analysis of total program needs and activities, serve as a resource for various staff groups and direct the preparation of reports - including reports concerning the performance of the Primary Care Project. Among the reports of the Committee will be one regularly informing the County Judge of the progress of the Center.

The Review Committee members will be:

1. Director of Community Development of Hamilton County Representing the County Judge.
2. County Health Officer
3. Director of the Regional Office of TDPH
4. Private Physician representing the Hamilton County Medical Society
5. One representative from TDPH Local Health
6. Two consumers enrolled in the Center and appointed by the County Judge
7. Medical Director of the Center

The County Judge in coordination with TDPH will establish the terms of office of the members. The Review Committee will establish by-laws and will meet at least quarterly. The Review Committee will be responsible for advising the County Judge in matters of policy concerning the program, fiscal management, number and type of personnel required, and the coordination of the joint evaluation effort.

Financial Support of the Center

As previously mentioned, the Primary Care Act of 1973 provides funding for primary care centers in only the non-urban counties of Tennessee. Support is sought from the Robert Wood Johnson Foundation to allow the immediate development and start-up of this urban Primary Care Project.

The Center will participate in Medicaid E S D & T Screening and will be a Medicaid-reimbursed free-standing clinic.. In addition, home health care visits will be reimbursed by Medicare. Special grant programs will include: State-sponsored General Family Planning, Supplemental Nutrition Programs for Women, Infants and Children, and State-supported dental programs. Any new sources of funding will be pursued vigorously.

The Center's Relationship with Other Provider Agencies

[illegible] preceptor has been endorsed by the Chattanooga-Hamilton County Medical Society. It is anticipated that the Northwest Hamilton County Primary Care Project will be specifically endorsed. In addition to obtaining health manpower from the Baroness Erlanger Hospital and the Health Department, interests of other Hamilton County agencies will be enlisted. These include: Moccasin Bend Mental Health Center, Inc., Team Evaluation Center, Speech and Hearing Services, Crippled Children's Services, and the Clinical Education Center of the University of Tennessee. It is planned to develop agreements with medical specialists practicing in the Southern portion of the area for referral and consultation. In

addition, arrangements will be sought with a local pharmacist to provide drugs on a cost plus basis to patients of the Center who cannot afford them.

Health Manpower Utilization and Recruitment in the Human Resource Center

Hamilton County has already planned and started a Human Resource Center in the Northwest portion of the county. A Child Development Center is in operation and a Vocational Education Building is scheduled for occupancy in February, 1976. A second Vocational Education Center will be under construction in the near future. Hamilton County is currently providing space for: Adult Basic Education, Comprehensive Employment and Training Intake Personnel, Moccasin Bend Mental Health Personnel, and a Prenatal Clinic. Programs in the Child-Bearing Unit, which plans to move them into the Human Resource Center when the appropriate building is constructed. Within the next two years, plans are to provide an even wider range of human services, including recreation, library, and social services. A Primary Health Care Component, located within this complex, would enable this Human Resource Center to offer comprehensive services to the residents utilizing the center.

Anticipated Project Start-up - January, 1976

The permanent facilities at the Human Resources Center are scheduled to be completed by October, 1976. The imminent need for the Primary Care Project dictates a phasing-in of services in temporary trailers which are presently available.

STRUCTURE AND FUNCTIONING OF THE NORTHWEST HAMILTON COUNTY COMPREHENSIVE HEALTH CARE CENTER

1. Patient Flow: A central intake will function in such a was as to eliminate any conception of traditional categorical medical services. In fact, the building was designed with this concept in mind. All patient entry into the center will include registration at the Primary Care Reception desk New patients, regardless of what they feel their needs may be, will receive a complete medical history. This history will be taken by a Nurse Clinician. Re-encounters will also be seen by [illegible] appropriate [illegible] [illegible] some of the [illegible] [illegible] will be seen [illegible] the center's physician. When specialized treatment is required, the physician will make the appropriate referral for continuation of care. Required hospitalization will be arranged through the Baroness Erlanger Hospital. All specialty services offered at the center will function through the Primary Care Center System. These specialty services will function as ancillary services to and under the direct supervisor or the Primary Care Personnel.

2. Records: A problem oriented records system will be maintained at the central reception desk (similar to that used in any doctor's office). The patient's record will follow the patient through their care program as they move from the first encounter point to additional care.

Supplies: Medical supplies will be furnished by the Hamilton County Health Department. The supplies which are drawn will be charged to the various care centers users through the use of a "Bill Back" form which will be completed for each patient so that centralized billing will be able to accurately assess [illegible] patient's medical [illegible].

[illegible] Accounting for [illegible] Maintaining Cost Accounting [illegible] will be [illegible] by the [illegible] County's E.D.P.C. computerized Cost Accounting System.

Patient Billing: Each patient will have an individual "Bill Back" form which will show not only supplies used, but also services rendered. The charges for service will be computed at the center prior to the patients leaving the center. They will be ask to pay cash as they leave. If they cannot pay, the "Billing Form" showing supplies and services, will be sent to the Hamilton County Health Department accounting section for patient billing and/or arrangements for payments.

These financial and cost aspects of the Center will be closely inter-rated between the Administrator and the Health Department.

Revenue: All income received from the collection resulting from Health Care will be retained and utilized for the continuance of this Health Care Program. This is, of course, open to all audits.

Clinic Hours: Like most private practices in Hamilton County, this clinic will initially open at 9:00 a.m. and remain open until 5:00 p.m. However, in order to adapt to the patient and community needs, at least once a week the clinic will remain open until 7:00 p.m. If the community needs dictate, these hours will be changed.

Back-up Coverage: The patients needs will, for emergency service, be covered on a 24 hour basis. This is being arranged through the use of [illegible] that cover the area and through [illegible] time for physician service. (1) [illegible] interested in [illegible] service. Although arrangements for receiving emergency patients have been worked out with Erlanger Hospital, additional arrangements will approached with the Red Bank Hospital (closer to the clinic) as soon as it is construeted.

Possible Future use of Medical Coverage: When, in the future, this group physician program becomes fully self-supportive, the option will exist, through mutual agreement, to possibly set the center free and utilize the supportive funds to establish another such clinic facility in another needed area.

(1) Dr. Wooley has indicated that he would like to do Primary Care Service.

State of Tennessee
Hamilton County

FEBRUARY TERM 1976 DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-14

TITLE A RESOLUTION TO ACCEPT THE BID OF T.H. PAYNE CO. FOR GROUPS I AND IV FOR FURNISHINGS FOR THE CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY AND TO EXERCISE AN OPTION FOR THE PURCHASE OF ADDITIONAL FURNISHINGS FOR THE NORTHGATE BRANCH LIBRARY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the opening of bids for Groups I and IV for furnishings for the Chattanooga-Hamilton County Bicentennial Library took place January 27th,1976, pursuant to public notices for same, and

WHEREAS, the Board of Directors of said Library thereafter convened and reviewed the submitted bids, deciding to recommend acceptance of the bid of T.H. Payne and Company, same meeting specifications and being in the amount of One Hundred Seventy-Four Thousand Five-Hundred Eleven and Eleven one-hundredths Dollars ($174,511.11), and

WHEREAS, at a subsequent meeting of said Board on February 17,1976, said Board decided to exercise the option specified in the above-mentioned bid specifications in order to purchase additional items of furniture and equipment for the Northgate Branch at the same unit price contained in the proposal, and

WHEREAS, the decision by said Board relating to the purchase of additional items for said Northgate Branch will increase the abovementioned price by Twenty-Nine Thousand Two-Hundred Nine and Seventy-Nine one-one-hundredths Dollars ($29,209.79), said added cost being, in the opinion of the Architect, a savings in excess of $4,500.00 if acted upon prior to March 1st,1976, and

WHEREAS, the Chattanooga City Commission has acted upon the recommendation of said Board insofar as the first abovementioned amount is concerned, and will consider action upon the additional amount thereto at its next regularly-scheduled meeting, which meeting will also be in advance of the March 1st,1976 date.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the bid of T.H. Payne Company for Groups I and IV for furnishings for the Chattanooga-Hamilton County Bicentennial Library, in the amount of $174,511.11, and the exercise of the option thereto for similar furnishings for the Northgate Branch, in the amount of $29,209.79, is hereby accepted and exercised.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting,"Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was the lowest and best bid and was the bid recommended by the Library Board and was adopted by the City of Chattanooga after a re-bidding on a correction of description.)

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

FEBRUARY TERM 1976

RESOLUTION

NO. 276-15

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO REQUEST ADDITIONAL INSURANCE COVERAGE UPON CERTAIN LICENSED VEHICLES AND TO PAY SUCH AMOUNTS AS ARE REQUIRED THEREFOR.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Hamilton County recently provided insurance coverage for liability from events or actions which may affect the County, its agencies and/or its employees; and

WHEREAS, the coverage provided does not extend to losses incurred to licensed vehicles from the causes of fire, theft, vandalism, lightning, transportation or malicious mischief; and

WHEREAS, many of the County's licensed vehicles require such protection in addition to liability coverage, it being the insurance industry's practice to have both types of coverage carried by the same company; and

WHEREAS, the agency of Killebrew-Lyman-Woodworth currently provides liability coverage upon said vehicles and therefore should provide the "All Risk" insurance mentioned above; and

WHEREAS, current insurance premiums for the desired coverage are based upon approximately, an $.80 per $100 basis, with the actual cash value of the vehicles to be covered being Eight-Hundred Fifty-Two Thousand, Four Hundred Fifty Dollars ($852,450.00), more or less; the expected premium thus being approximately Six-Thousand Eight-Hundred Nineteen Dollars ($6,819.00), more or less; and

WHEREAS, were this desired coverage included in the bid stipulations which were the basis of the bids received for the recently-provided liability coverage, the bid award would still have gone to the agency of Killebrew-Lyman-Woodworth, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to request additional coverage to the existant liability-protection policy upon licensed vehicles, and to pay such amounts as might be required in order to provide this "All-Risk" type insurance. Same to be paid out of the County Insurance Fund.

BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that when the new liability coverage for Hamilton County was instituted in accordance with the State Tort Liability Act extended coverage insurance which most people have on their property and which the County had on part of its property was not included. This particular coverage provides insurance against loss from fire, theft, vandalism, lightning, transportation or malicious mischief and covers $852,450 worth of County vehicles. The coverage will be with Killebrew, Lyman and Woodworth and the premium will be approximately $6,819.00.)

State of Tennessee
Hamilton County

FEBRUARY 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-16

TITLE ACCEPTING THE BID OF F.M. RUSSELL CO. FOR MISCELLANEOUS STEEL ITEMS TO BE USED IN THE CONSTRUCTION OF A PREFABRICATED STEEL BUILDING FOR HEALTH SERVICES IN SODDY, AMOUNTING TO $3,443.75.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR MISCELLANEOUS STEEL ITEMS FOR USE IN CONSTRUCTION OF A PREFABRICATED STEEL BUILDING FOR HEALTH SERVICES IN SODDY.

WHEREAS, THE BID OF F.M. RUSSELL COMPANY FOR $3,443.75 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF F.M. RUSSELL COMPANY IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF THE 1975 GENERAL OBLIGATION BOND FUND.

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

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these were all materials to be used in construction of the building for the Health Services in Soddy. He said that these were the lowest and best bids on the various component parts.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 23, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT:

1. 9,000 SQ. FT. - 6 MIL. P.V.C. SHEET FOR VAPOR BARRIER, SIMILIAR TO "MOISTOP" BY SISAL KRAFT OR "PLYBAR" BY GLAS-KRAFT, INC. OR EQUAL.
2. 400 L.F. - 1" X 24" PERIMETER INSULATION CONFORMING TO SECTION 07250, SECTION 01340 AND SECTION 01640 OF THE BUILDING SPECS. - SEE ATTACHED
3. 12,000 S.F. - 6" X 6" X #4 GA. WOVEN WIRE MESH REINFORCING, CONFORMING TO ASTM A-185
4. 3,200 L.F. - #3 (3/8") REINFORCING BAR CONFORMING TO ASTM A-615 GR. 40
5. 6,800 L.F. - #4 (1/2") REINFORCING BAR CONFORMING TO ASTM A-615 GR. 60
6. 1,100 L.F. - #6 (3/4") REINFORCING BAR CONFORMING TO ASTM A-615 GR. 60

DATE: FEBRUARY 2, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

(Hm)

PKR/HM

FEBRUARY TERM 1976

F. M. RUSSELL COMPANY

P. O. Box 188
Chattanooga, Tenn. 37401

January 28, 1976

Office of Purchasing Agent
Hamilton County, Tennessee
1110 Dayton Blvd.
Chattanooga, Tennessee

Re: Bid Letter dated Jan. 23

Attn: P.K. Richard

Gentlemen:

We are pleased to enter our quotation to furnish the material listed in your letter dated January 23,1976. Items No. 1 through 6 as listed will be furnished for the lump sum price of $3,443.75.

The price of these items includes delivery F. O. B. jobsite but does not include sales tax, unloading of material, or erection of material.

Very truly yours,

Howard Sanders

F. M. Russell Company

FMR:kr

State of Tennessee
Hamilton County

FEBRUARY 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-17

TITLE ACCEPTING THE BID OF JOHN MARTIN CO., INC. FOR ONE (1) PREFABRICATED STEEL BUILDING AMOUNTING TO $30,977.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE PREFABRICATED STEEL BUILDING FOR THE HEALTH SERVICES IN SODDY.

WHEREAS, THE BID OF JOHN MARTIN COMPANY, INC. FOR $30,977.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF JOHN MARTIN COMPANY, INC. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF THE 1975 GENERAL OBLIGATION BOND FUND.

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

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 21, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 1 EA. PREFABRICATED STEEL BUILDING IN ACCORDANCE WITH ATTACHED DRAWING AND SPECIFICATIONS

DATE: FEBRUARY 2, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

FEBRUARY TERM 1976

JOHN MARTIN COMPANY, INC.
General Contractor
PHONE (615) 266-4143
610 WEST MANNING STREET • P. O. BOX 6278 • CHATTANOOGA, TENNESSEE 37401

February 2, 1976

Mr. P. K. Richard
Director of Purchasing
Hamilton County Purchasing Dept.
1111 Dayton Blvd.
Chattanooga, Tennessee 37405

Gentlemen:

In response to your invitation to bid dated January 21, 1976 we will furnish a Star Building consisting of the framing, roof panels, unitherm wall panels, anchor bolts, insulated skylights panels, and insulation for a 90 x 96'-4 building with a 14' eave height. All F.O.B. jobsite for the sum of Thirty thousand nine hundred and seventy-seven dollars ($30,977.00).

This quotation excludes all doors and frames as the openings are a non-standard for Star Buildings.

We appreciate this opportunity to quote you on this work.

Very truly yours,

JOHN MARTIN COMPANY, INC.

John Martin, Jr.
Metal Building Manager

JM:mc

February 2, 1976

Hamilton County Purchasing Dept.
1110 Dayton Blvd.
Chattanooga, Tenn. 37405
Attn: Mr. P.K. Richard

Re: Bid on Health Services Component Building

Name of work included in bid	Base Bid
Building & accessories	$ 33,761.00

Note: 1. The price quoted herein includes all amounts which the Bidder estimates will be payable by the Bidder or the Owner except for taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the Project. The Owner will pay all such taxes and will furnish to appropriate taxing authorities any required information and reports pertaining thereto. For these bid purposes; should taxes need be included in our above bid price, they would be an add of $ 1,642.00.
2. All material to be unloaded by owner at the job site.
3. All foundation work by owner.
4. The above price does not include any canopy roof structures attached to the main building.
5. Our price is firm until February 15, 1976.

Very truly yours,
Ledco, Inc.
Ramsey Dethero
Ramsey Dethero

J. C. PARKER CONSTRUCTION AND ENGINEERING CO.

3449 HALL ST., CHATTANOOGA, TENN. 37415
OFFICE: 867-5838
RES.: 877-1080

February 2, 1976

GENERAL CONTRACTOR LICENSE NO.: 14963
TENNESSEE PROFESSIONAL ENGINEER LICENSE NO.: 8956
GEORGIA PROFESSIONAL ENGINEER LICENSE NO.: 9574
ALABAMA PROFESSIONAL ENGINEER LICENSE NO.: 10247

Mr. P. K. Richard
Director of Purchasing
Hamilton County, Tennessee
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Re: North West Hamilton County Resource Health Center Services Component Building.
Architects: James Franklin Architects and Planners- Date of Plans, November 3, 1975.

Gentlemen:

We propose to furnish 90 feet by 97 feet, 4 inch prefabricated metal building manufactured by Varco-Pruden, F. O. B. job site for $ 31,436.00. PLUS TAXES IF APPLICABLE

The Varco Building meets the requirements of the architects' specifications and drawings. As per Mr. Ward Proctor's instructions, we did prequalify the material and pursuant to his request, we are enclosing the technical data on the Varco Building.

We wish to thank you for your consideration of this proposal.

Sincerely,

John C. Parker

John C. Parker, Pres.

JCP:gc

American Society of Civil Engineers

FEBRUARY TERM 1976

State of Tennessee
Hamilton County

FEBRUARY 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-18

TITLE ACCEPTING THE BID OF E.L. BURNS COMPANY, INC. FOR ALUMINUM CANOPIES AMOUNTING TO $5615.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ALUMINUM CANOPIES FOR PREFABRICATED STEEL BUILDING TO USED BY HEALTH SERVICES IN SODDY, TN.

WHEREAS, THE BID OF E.L. BURNS COMPANY, INC. FOR $5615.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF E.L. BURNS COMPANY, INC. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF THE 1975 GENERAL OBLIGATION BOND FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

FEBRUARY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 23, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1) - WALK CANOPY AT ENTRANCE VESTIBULE (NORTH ELEVATION)
ONE (1) - WALK CANOPY AT PATIENT DROP-OFF (SOUTH ELEVATION)
ONE (1) - EMERGENCY & AMBULANCE ENTRANCE CANOPY (EAST ELEVATION)

ALL CANOPIES TO BE IN ACCORDANCE WITH DRAWINGS A-5, A-6, A-7, A-8, A-9 AND SECTIONS 10533, METAL WALKWAY COVERS, B-10, 01340, 01649 - COPIES ATTACHED.

DATE: FEBRUARY 2, 1976

TIME: 11:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

(hm)

PKR/HM

FEBRUARY TERM 1976

PROPOSAL

ALCO COMPANY

2207 VINE STREET • CHATTANOOGA, TENNESSEE 37404 • PHONE 698-3396

PROPOSAL SUBMITTED TO:	DESCRIPTION OF JOB:
HAMILTON COUNTY, TN	JOB N.W.H.C.H.R.C.
COUNTY PURCHASING AGENT	ADDRESS PROJ. 75-07, J. FRANKLIN, ARCH.
1110 DAYTON BLVD.	CITY JAN. 30, 1976 STATE
ATTN: JUNE DEMOORE & P.K. RICHARD	DATE FEB. 2. (BID DATE) PAGE NO. 1 OF 1 PAGES

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: N.W.H.C.H.R.C., CANOPIES, ALUMINUM ACCORDING TO ENCLOSED SPECIFICATIONS:

(1) ROLL-FORMED FASCIA AS ON PAGE #4. (ALSO ACTS AS GUTTER).
(2) PANELS .030 AS ON PAGE #5.
(3) SQUARE (3" x 3") POSTS AS REQUIRED 30# MIN. UPLIFT AND DOWNDRAFT). (PAGES 2 + 8)

4. BID INCLUDES:
   (1) WALK CANOPY AT ENTRANCE VESTIBULE (NORTH ELEVATION).
   (2) WALK CANOPY AT PATIENT DROP-OFF (SOUTH ELEVATION).
   (3) EMERGENCY + AMBULANCE ENTRANCE (EAST ELEVATION).

5. COLORS AVAILABLE: WHITE, GOLD (BRONZE), + BLACK.

LICENSED GENERAL CONTRACTOR # 7609, STATE OF TENN. 1961

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF $ 9400.00 WITH PAYMENT TO BE MADE AS FOLLOWS

UPON COMPLETION

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 45 DAYS.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE V.C. Kelley

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____

DATE ACCEPTED _____ SIGNATURE _____

FEBRUARY TERM 1976

E. L. BURNS COMPANY, INC.
P. O. BOX 9166, SHREVEPORT, LOUISIANA 71109
PHONE 318/636-2722

December 15, 1975
Re: Proposal #B-12541
Hamilton County Health Center
Chattanooga, Tennessee
Arch: James Franklin

We propose to furnish and install Burns Extruded Anodized Aluminum Walkway Cover as per the following description: approximately 696 square feet of 2 3/4" rigid deck with 4 5/8" F-16 fascia, supported by ten(10) type "A" bents having 4" x 3" beams and columns

for the sum of - - - - - - -$7.433.00

if installed by others deduct - - - - - - -$1,818.00

materials only $5615.00

This price does not include flashing at adjacent construction.
This price is based on Burns Standard Construction and standard satin etched and clear anodized finish.

THIS IS A PRELIMINARY PRICE

Addenda received and noted: none.
(1) We do not include any lighting fixtures.
(2) We do not include any bonds.
(3) We include column sleeves and/or anchor bolts to be set by others.
(4) We do not include flashing at adjacent construction.
(5) Erection to proceed after completion of sidewalks, masonry, concrete and roofing in the vicinity.
(6) General Contractor to verify and/or hold dimensions and elevation on approved shop drawings.
(7) Shipments and performance are at all times subject to credit approval.
(8) All materials are offered subject to the approval of the architect.
(9) This proposal is for immediate acceptance and shall constitute a contract of sale after acceptance by the buyer and written acknowledgement by the seller.
(10) Terms of sale - interest on delinquent accounts is charged at the rate of 1½% per month.

ESCALATION CLAUSE -

"This project has been quoted using current prices. This is a firm price for material shipments made no later than 6-15-76. After this date, should there be increased costs, we expressly reserve the right to increase the selling price to cover these costs. However, such increase may not exceed 1% per month from above date to date of shipment. Any such increase will be billed to you when materials are shipped and will be payable at the same time as the original contract amount. Your acceptance of this proposal is also acceptance of this escalation clause."

Accepted: Date_____

E. L. BURNS COMPANY, INC.

BY: William J. Piazza, Sales Manager

FEBRUARY TERM 1976

State of Tennessee
Hamilton County

February 18, 1976

A RESOLUTION

NO. 276-19

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO THE J. C. PENNEY CO., 600 MARKET STREET, CHATTANOOGA, TENNESSEE, FOR OVERPAYMENT OF GROSS RECEIPTS TAX FOR 1974 IN THE AMOUNT OF $366.43.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on February 28, 1975, J. C. Penney Company filed the application of Business Tax License and Report to the County Court Clerk and paid tax of $852.17, and

WHEREAS, the taxpayer had applicable tax credits of $825.43 and used only $469.00 which was the 1974 Personalty and minimum tax, and

WHEREAS, the taxpayer filed an amended return on February 10, 1976, and made claim for refund in the amount of $366.43,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to J.C. Penney Company.

BE IT FURTHER RESOLVED: This this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

FEBRUARY TERM 1976

A RESOLUTION

No. 276-20

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO LIN'S RESTAURANT, INC., 1090 McCALLIE AVENUE, CHATTANOOGA, TENNESSEE, FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $29.13.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on January 21, 1975, Lin's Resturant, Inc., filed the application for Business Tax License and Report to the County Court Clerk and paid $47.63, and

WHEREAS, the taxpayer had applicable tax credits of $103.00 and used only the $15.00 minimum tax, and

WHEREAS the taxpayer filed an amended return on January 30, 1976, making claim for a refund of $29.13,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Lin's Restaurant, Inc.

BE IT FURTHER RESOLVED: This this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing two (2) Resolutions were unanimously Adopted on a Roll Call vote, with the following members of the County Counil being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was in accordance with standard practice for reimbursement of overpayment on gross receipts.)

State of Tennessee
Hamilton County

FEBRUARY 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-21

TITLE ACCEPTING THE BID OF EASTMAN KODAK COMPANY FOR ONE (1) MICROFILMER: AN AUTOMATIC EXPOSURE CONTROL AND TWO (2) FILM UNITS AMOUNTING TO $6,382.60.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE (1) MICROFILMER: AN AUTOMATIC EXPOSURE CONTROL AND TWO (2) FILM UNITS FOR THE CRIMINAL COURT CLERK'S OFFICE.

WHEREAS, THE BID OF EASTMAN KODAK COMPANY FOR $6,382.60 WAS CONSIDERED TO BE THE BEST BID RECEIVED, TO MATCH PRESENT EQUIPMENT.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF EASTMAN KODAK COMPANY IS HEREBY ACCEPTED, SAID BID BEING THE BEST. SAME TO BE PAID OUT OF CAPITAL OUTLAY.

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

Member of the County Council

Action taken Adopted

F E B R U A R Y T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this equipment was for the Criminal Court Clerk's office. He also said that this bid was $80 higher than Bell and Howell's bid but the Criminal Court Clerk's office has Kodak equipment and this particular equipment would complement and make the total system compatible.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 16, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1) EACH - MICROFILMER

SPECIFICATIONS ATTACHED

DATE: JANUARY 29, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

F E B R U A R Y T E R M 1 9 7 6

EASTMAN KODAK CO. - ATLANTA, GA. - LARRY BRIDGEMAN

SUBMITTING BID ON MICROFILMER FOR CRIMINAL COURT CLERK'S OFFICE:

OPENING DATE: 1-29-76
10:00 A.M.

ONE (1) MICROFILMER	$3,783.00
AUTOMATIC EXPOSURE CONTROL	1,178.55
TWO (2) FILM UNITS	1,421.05
	$6,382.60
FEEDER - MODEL A - CAN BE ADDED	805.10
OPTIONAL: EXTRA COUNTER	78.00

EXTRA CAMERA CAN BE ADDED AT ANYTIME

ALTERNATE BID:

ONE (1) MICROFILMER	$3,783.00
AUTOMATIC EXPOSURE CONTROL	1,178.55
TWO (2) FILM UNITS	2,842.10
ONE (1) FEEDER - MODEL A	805.10
	$8,608.75
OPTIONAL: EXTRA COUNTER	78.00

EXTRA CAMERA CAN BE ADDED AT ANYTIME

EASTMAN KODAK HAS THREE (3) SERVICE REPRESENTATIVES IN THE HAMILTON COUNTY AREA.

THANK YOU FOR THE OPPORTUNITY TO BID ON THESE ITEM,

LARRY BRIDGEMAN

BUSINESS EQUIPMENT GROUP

318 Erin Drive Suite 2C Knoxville, Tennessee 37919 (615) 584-8671

BELL & HOWELL

Mr. P.K. Richard (Director of Purchasing)
Hamilton County
1110 Dayton Blvd.
Chattanooga, Tn.

BID FOR HAMILTON COUNTY TENNESSEE

Item

One (1) Bell & Howell S.R.M. Microfilm Recorder unit. Unit has automatic exposure control (Selectron), Item counter, Document Thikness controll (Micromiter). Unit has interchangeable film camera units with reduction ratios of 24:1, 34:1, 44:1, and 51:1, also blip encodeing cameras at ratios of 24:1, 44:1, and 51:1. This unit is quoted with blip encodeing camera Dual-Lens, Dual-Roll. Camera units can be changed at operators choseing. Unit has (Fully) automatic film cycling, which does away with unnessary fim wasage when loading and unloading film into unit. Unit can produce single and/or dual rolls simultaneously at operators choice. Units physical demensions are 34½"L. X 25" W. X 12" H. Unit will film Front, Back, or both Front and Back sides of documents simutaneously at operators descrection. Unit has (Fully) automatic patented reverse roller feeder system.

If a non-blip camera is desired for this unit in one of the above mentioned reduction ratios you may deduct $846.00 from the following total cost price shown.

Total unit cost: $ 6,265.00

Bell & Howell has one local serviceman currently liveing in the metro Chattanooga, Tn. area.

The following, although not requested in the bid specifications, is the total annual cost for a Bell &howell Preventive Maintenance Agreement:cost for S.R.M. unit $ 491.00

FEBRUARY TERM 1976

BUSINESS EQUIPMENT GROUP

318 Erin Drive Suite 2C Knoxville, Tennessee 37919 (615) 584-8671

BELL & HOWELL

Bell & Howell will demonstrate the equipment specified herein at any time that is convenient to your personnel. Should Bell & Howell be the sucessful bidder, we will train your personnel in the use of our equipment and work with you in setting up a system that will most fully utilize the equipment at the lowest possible cost to the county. We will also furnish a Bid Bond Guatantee, which will assure our performance for both equipment and support aid.

Bell & Howell customers using this equipment will be furnished upon request.

L.A. "Pete" Tucker, Jr.
Regional Sales Consultant
B & H Microimagery Div.

GARY WRIGHT
Sales Representative
Microfilm Systems

3M Business Products Sales Inc.
SUBSIDIARY OF 3M COMPANY

P. O. Box 1582
Chattanooga, Tennessee 37401

Tel. (615) 894-8811

3M BRAND BUSINESS PRODUCTS CENTER

OFFICE OF THE COUNTY JUDGE
COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

JANUARY 16, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1) EACH - MICROFILMER

SPECIFICATIONS ATTACHED

DATE: JANUARY 29, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

Dear Sir,

Thank you for considering 3M co. on this invitation to bid.

Due to the specifications requested I must submit a no bid at this time. However please consider us for all future microfilm needs.

As your local 3M microfilm D.V. Representative I am looking forward to meeting you.

Sincerely,

Gary R. Wright

FEBRUARY TERM 1976

One (1) Microfilmer with the following specifications:

Automatic Exposure Control.

Interchangeable film unit with reduction ratios of 24:1, 32:1, optional at a later date 40:1 or 50:1.

Semiautomatic manual threading.

Automatic counter with extra plug in counter to be interchangable.

Film duplicate rolls simultaneously.

Approximately base size 30" deep 26" wide.

Bidder to state number of service representatives in Hamilton County.

Selection of filming one or both sides simultaneously.

Indexing system capable of placing index on film for fast retrival.

State of Tennessee
Hamilton County

FEBRUARY 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-22

TITLE ACCEPTING THE BIDS OF CHATTANOOGA OFFICE SUPPLY; IVAN ALLEN; OFFICE COORDINATORS; AND T H PAYNE COMPANY FOR ADDITIONAL FURNITURE FOR THE JUSTICE BUILDING. AMOUNTING TO A TOTAL OF $18,263.32.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:

WHEREAS BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ADDITIONAL FURNITURE FOR THE JUSTICE BUILDING.

WHEREAS THE BID OF CHATTANOOGA OFFICE SUPPLY FOR $3,373.72: IVAN ALLEN FOR $2,200.25 OFFICE COORDINATORS FOR $412.50 AND T. H. PAYNE FOR $12,276.85 WERE CONSIDERED THE BEST BIDS AS TO QUALITY AND MATCHING OF EXISTING FURNITURE. SAME TO BE PAID OUT OF THE GENERAL OBLIGATION BOND FUND.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE ABOVE MENTIONED BIDS ARE HEREBY ACCEPTED; SAID BIDS BEING THE BEST AS TO QUALITY AND MATCHING OF EXISTING FURNITURE.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these were the lowest and best bids based on quality comparison.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 2, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: BALANCE OF FURNITURE FOR JUSTICE BUILDING
SEE ATTACHED LIST

DATE: FEBRUARY 12, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

F E B R U A R Y T E R M 1 9 7 6

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP	_____	_____
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT	_____	_____
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST	_____	_____
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST	_____	_____
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP	_____	_____
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30	_____	_____
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST	_____	_____
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	_____	_____
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	_____	_____
JAIL MAINTENANCE CONTROL UNIT			
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	_____	_____
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST	_____	_____
SECURITY AREA			
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	_____	_____
~~4 EA.~~	~~BENCHES - NO BACKS~~	_____	_____
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET	_____	_____
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	_____	_____
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	_____	_____

COMPANY NAME: _____

	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL		
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS		
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS		
STAFF DINING ROOM		
4 EA. #48-28-504B COMTEMPORARY SHELL TABLE - WHITE		
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR		
MAINTENANCE		
1 EA. #C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS		
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS		
CRIMINAL COURT		
3 EA. #1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT		
20½ FT. SOLID WORK WALL PARTITION - TEAK		
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL		
4 FT. PARTITION W/BROADLITE GLASS		
EOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT		
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT		
18 EA. CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE		
15 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP		
75 EA. FOLDING CHAIRS		

FEBRUARY TERM 1976

		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS		
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS		
7 EA.	#124 WEIS OR EQUAL, LEGAL DESK TRAYS		
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES		
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN		
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE		
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"		
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45		
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"		
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"		
1 EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK		
1 EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK		
1 EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION		
11 EA.	6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS)		

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP STEELCASE 520600-33	299.86	299.86
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT STEELCASE 520600-3L / 52945	455.98	911.96
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST HARVARD 29-0017	54.00	108.00
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST HARVARD 29-001	60.00	60.00
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP STEELCASE 520600-3L / 52945	455.98	455.98
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30 STEELCASE 520600-33	299.86	599.72
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST HARVARD 29-001	60.00	60.00
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS HARVARD 29-0017	54.00	108.00
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS STEELCASE 472-4410	26.45	52.90
JAIL MAINTENANCE CONTROL UNIT			
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS HARVARD 29-0017	54.00	162.00
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST HARVARD 81945R	37.80	37.80
SECURITY AREA			
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS HARVARD 29-0017	54.00	54.00
4 EA.	BENCHES - BO BACKS ~~HARVARD~~ (double bench)	87.60	350.40
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET YORK 54YDF W/ GROUP I COMB LOCK	513.00	513.00
2 EA	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS HARVARD 29-0017	54.00	108.00
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS STEELCASE 472-4410	26.45	52.90

COMPANY NAME: CHATTANOOGA OFFICE SUPPLY CO.
903 CREEKSIDE ROAD
CHATTANOOGA, TENNESSEE 37406

2-12-76

N. H. Ireland

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	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL HARVARD B 1945P	37.80	151.20
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS STEELCASE 472-410	26.45	52.90
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS HARVARD 29-0017	54.00	54.00
STAFF DINING ROOM		
4 EA. #48-28-504B COMTEMPORARY SHELL TABLE - WHITE HARVARD 48	60.00	240.00
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR STEELCASE 472-410	26.45	423.20
MAINTENANCE		
1 EA. #C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS HARVARD 29-001	60.00	60.00
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS HARVARD 29-0017	54.00	54.00
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS STEELCASE 472-410	26.45	52.90
CRIMINAL COURT		
3 EA. #1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT	NO BID	
20½ FT. SOLID WORK WALL PARTITION - TEAK	NO BID	
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC., OR EQUAL	NO BID	
4 FT. PARTITION W/BROADLITE GLASS	NO BID	
EOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT BEVIS RT4296	198.00	198.00
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT BEVIS RT3672	178.80	178.80
18 EA. CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE HARVARD 29-006	40.80	734.40
1 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP	54.12	54.12
75 EA. FOLDING CHAIRS	5.60	420.00

CHATTANOOGA OFFICE SUPPLY CO.
903 CREEKSIDE ROAD
CHATTANOOGA, TENNESSEE 37406

		UNIT	TOTAL
COMMUNICATIONS			
23 EA.	#40/4 GR OR EQUAL STACKING CHAIRS STEELCASE 472-410	28.75	661.25
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS	7.07	49.49
7 EA.	#124 WEIS OR EQUAL, LEGAL DESK TRAYS	3.04	21.28
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES	73.30	293.20
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN STEELCASE 320-350	138.58	1,524.38
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE STEELCASE 320-350	128.23	512.92
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"	60.00	60.00
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE, 30" X 45	92.63	92.63
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"	109.98	109.98
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"	74.49	74.49
1 EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK	NO BID	—
1 EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK	NO BID	—
1 EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION	NO BID	—
11 EA.	6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS) STEELCASE 1747	161.52	1,777.72

CHATTANOOGA OFFICE SUPPLY CO.
903 CREEKSIDE ROAD
CHATTANOOGA, TENNESSEE 37406

F E B R U A R Y T E R M 1 9 7 6

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP #520600-42Steelcase	370.27	370.27
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT #520600-3RSteelcase	348.61	697.22
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST #T410-310 Steelcase	127.80	255.60
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST #T415-312 Steelcase	137.39	137.39
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP #520600-3R/52E45L Steelcase	558.06	558.06
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30 #520600-42	370.27	740.54
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST #T415-312 Steelcase	137.39	137.39
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS #T410-310 Steelcase	127.80	255.60
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS #472-410 Steelcase	30.89	61.78
JAIL MAINTENANCE CONTROL UNIT			
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS #410-310 Steelcase	127.80	383.40
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST #668T InterRoyal	48.96	48.96
SECURITY AREA			
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS #T410-310 Steelcase	127.80	127.80
4 EA.	BENCHES - BO BACKS	No Bid	No Bid
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET #D724C Herring Hall Marvin	549.54	549.54
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS #T410-310 Steelcase	127.80	255.60
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS #472-410 Steelcase	30.89	61.78

COMPANY NAME: Ivan Allen Company

Barbara Sirley

	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL #668T InterRoyal	48.96	195.84
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS #472-410 Steelcase	30.89	61.78
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS T410-310 Steelcase	127.80	127.80
STAFF DINING ROOM		
4 EA. #48-28-504B COMTEMPORARY SHELL TABLE - WHITE Fixtures TT36000/TS98432	85.09	340.36
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR 472-410 Steelcase	30.89	494.24
MAINTENANCE		
1 EA. #C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS T415-312 Steelcase	137.39	137.39
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS T410-310 Steelcase	127.80	127.80
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS 472-410 Steelcase	30.89	61.78
CRIMINAL COURT		
3 EA. #1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT 3221SIR w/32342TUL Steelcase	520.43	1,561.29
20½ FT. SOLID WORK WALL PARTITION - TEAK	NO BID	NO BID
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL	NO BID	NO BID
4 FT. PARTITION W/BROADLITE GLASS	NO BID	NO BID
EOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT 196DT Myrtle	~~338.84~~	338.84
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT 172DT Myrtle	212.82	212.82
18 EA. CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE 881615 Haskell	50.13	~~902.34~~
15 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP Fort Smith	71.00	1,065.00
75 EA. FOLDING CHAIRS #210 Meca	6.86	~~514.50~~

Ivan Allen

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		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS 472-410 Steelcase	30.89	772.25
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS	8.43	59.01
7 EA.	#124 WEIS OR EQUAL, LEGAL DESK TRAYS	2.87	20.09
(1) 4 EA.	#140 Art Steel BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES	90.00	90.00
	3 EA. Furnished to gang	80.00	240.00
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN #1757 Steelcase	152.78	1,680.58
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE #1757 Steelcase	139.23	556.92
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"	65.53	65.53
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45	101.18	101.18
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"	120.13	120.13
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"	111.61	111.61
1 EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK	NO BID	NO BID
1 EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK	NO BID	NO BID
1 EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION	NO BID	NO BID
11 EA.	6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS) #1747 Steelcase	288.25	3,170.75

Ivan Allen

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP *Comparable to above by All Steel*	478.00	478.00
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT *Comparable to above by All Steel*	714.00	1428.00
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST *Same as above #1502 InterRoyal*	109.50	219.00
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST *Same as above #1501 InterRoyal*	116.25	116.25
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP *Comparable to above by All Steel*	714.00	714.00
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30 *Comparable to above by All Steel*	478.00	956.00
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST *Same as above #1501 InterRoyal*	116.25	116.25
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS *Same as above #1502 InterRoyal*	109.50	219.00
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS *#94-L Stacking chair by Cosco-Globe*	48.00	96.00
JAIL MAINTENANCE CONTROL UNIT			
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS *Same as above #1502 InterRoyal*	109.50	328.50
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST *Same as above by Eck-Adams #301DH*	67.00	67.00
SECURITY AREA			
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS *Same as above #1502 InterRoyal*	109.50	109.50
4 EA.	BENCHES - BO BACKS	NO BID	
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET *Comparable to above by Meilink*	756.00	756.00
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR NO ARMS *Same as above by InterRoyal #1502*	109.50	219.00
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS *#94-L Stacking chair by Cosco-Globe*	48.00	96.00

COMPANY NAME: *Office Co-Ordinators, Inc.*

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		UNIT	TOTAL
JAILOR STATION			
4 EA.	#D41L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL *Same as above by Eck-Adams #30LDH*	67.00	268.00
KITCHEN			
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS *#94-L Stacking chair by Cosco-Globe*	48.00	96.00
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS *Same as above #1502 InterRoyal*	109.50	109.50
STAFF DINING ROOM			
4 EA.	#48-28-5043 COMTEMPORARY SHELL TABLE - WHITE	NO BID	
16 EA.	#40/4 GF OR EQUAL - STACKING CHAIR *#94-L Stacking chair by Cosco-Globe*	48.00	768.00
MAINTENANCE			
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS *Same as above #1501 InterRoyal*	116.25	116.25
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS *Same as above #1502 InterRoyal*	109.50	109.50
4 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS *#94-L Stacking chair by Cosco-Globe*	48.00	192.00
CRIMINAL COURT			
3 EA.	#1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT *Comparable to above by All Steel*	469.50	1408.50
20 FT.	SOLID WORK WALL PARTITION - TEAK	NO BID	
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL		NO BID	
4 FT.	PARTITION W/BROADLITE GLASS	NO BID	
EXEC CONFERENCE ROOM			
1 EA.	96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT	211.00	211.00
1 EA.	74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT	NO BID	
1 EA.	CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE *Cosco-Globe #77LA*	53.75	967.50
15 EA.	#366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP *Virco #6049*	77.00	1155.00
75 EA.	FOLDING CHAIRS	5.50	412.50

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		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS #94-L Stacking chair by Cosco-Globe	48.00	1200.00
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS	NO BID	
7 EA.	#124 WEIS OR EQUAL, LEGAL DESK TRAYS	NO BID	
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES	86.00	344.00
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN Comparable to above by All Steel	142.50	1567.50
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE Comparable to above by All Steel	142.50	570.00
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"	69.00	69.00
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45	107.00	107.00
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"	127.00	127.00
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"	99.50	99.50
1 EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK	NO BID	
1 EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK	NO BID	
1 EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION	NO BID	
11 EA.	6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS)	198.50	2183.50

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SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

Principle

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP	377.40	377.40
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT	561.00	1122.00
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST	89.21	178.42
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST	95.80	95.80
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP	561.00	561.00
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30	377.40	754.80
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST	95.80	95.80
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	89.21	178.42
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
CIVIL MAINTENANCE CONTROL UNIT			
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	89.21	267.63
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST	60.56	60.56
SECURITY AREA			
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	89.21	89.21
4 EA.	BENCHES - BO BACKS	44.20	176.80
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET	641.75	641.75
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	89.21	178.42
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00

COMPANY NAME: T. H. PAYNE COMPANY

Circle 1 Equal

	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL	61.58	246.32
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	89.21	89.21
STAFF DINING ROOM		
4 EA. #48-28-504B CONTEMPORARY SHELL TABLE - WHITE	151.30	605.20
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR	42.50	680.00
MAINTENANCE		
1 EA. #C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS	95.80	95.80
1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	89.21	89.21
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
CRIMINAL COURT		
3 EA. #1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT	526.40	1579.20
20 FT. SOLID WORK WALL PARTITION - TEAK	608.13	608.13
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL	604.18	604.18
4 FT. PARTITION W/BROADLITE GLASS	126.98	126.98
BOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT	320.00	320.00 NET
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT	290.00	290.00 NET
18 EA. CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE	52.06	937.08
15 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP	76.67	1150.05
75 EA. FOLDING CHAIRS	8.92	669.00

P.H. Cooper
Principal

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		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS	42.50	1062.50
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS	10.54	3.78
7 EA.	#1.4 WEIS OR EQUAL, LEGAL DESK TRAYS	4.33	30.31
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES	97.73	390.92
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN	164.90	1813.90
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE	164.90	659.60
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"	73.18	73.18
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45	121.12	121.12
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"	143.82	143.82
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK GRAY - 18" X 36" X 78"	112.00	112.00 NET
EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK	92.82	92.82
EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK	69.70	69.70
EA.	WORKWALL 36" DOOR GATE CLEAR GLASS TO MATCH PETITION	199.07	199.07
11 EA.	V-6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS)	220.15	2421.65
		TOTAL	20,472.74
	Less 5% - 30 days - Net		1,023.64
			19,449.10

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

(ALTERNATE BID)

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	PF-3060 ~~#60/74x30x3MAXWALKER~~ OR EQUAL - DESK - DARK WALNUT TOP	180.45	180.45
2 EA.	PFM-311L ~~#60/74x30x3MAXWALKER~~ OR EQUAL - DESK - DARK WALNUT	260.98	521.96
2 EA.	L5001 w/Arms ~~#3203x3UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST	67.96	135.92
1 EA.	L5001 w/Arms ~~#3203x3UNITED~~ CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST	67.96	67.96
FIRE CHIE			
1 EA.	PFM 311L ~~#60/74x30x3MAXWALKER~~ OR EQUAL - DESK - DARK WALNUT TOP	260.98	260.98
2 EA.	PF 3060 ~~#60x74x30x3MAXWALKER~~ OR EQUAL - DESK 60 X 30	180.45	360.90
1 EA.	L5001 ~~#3203x3UNITED~~ OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST	67.96	67.96
2 EA.	L5001 ~~#3203x3UNITED~~ OR EQUAL - SWIVEL CHAIRS NO ARMS	67.96	135.92
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
JAIL MAINTENANCE CONTROL UNIT			
3 EA.	L5001 ~~#3203x3UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	67.96	203.88
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST	60.56	60.56
SECURITY AREA			
1 EA.	L5001 ~~#3203x3UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	67.96	67.96
4 EA.	BENCHES - BO BACKS	44.20	176.80
FINGER PRINT OFFICE			
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET	641.75	641.75
2 EA.	L5001 ~~#3203x3UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	67.96	135.92
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00

COMPANY NAME: T. H. PAYNE COMPANY

Archie Howell

F E B R U A R Y T E R M 1 9 7 6

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	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL	60.56	242.24
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
1 EA. L5001 ~~#C213 UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	67.36	67.36
STAFF DINING ROOM		
4 EA. #48-28-504B CONTEMPORARY SHELL TABLE - WHITE	151.30	605.20
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR	42.50	680.00
MAINTENANCE		
1 EA. L5003 ~~#C211 UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - ARMS	42.46	42.46
1 EA. L5001 ~~#C213 UNITED~~ CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	67.36	67.36
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS	42.50	85.00
CRIMINAL COURT		
3 EA. PFM 311L ~~#PM15EDAKGR~~ OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT	260.98	782.94
20½ FT. SOLID WORK WALL PARTITION - TEAK	374.00	374.00
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL	561.00	561.00
4 FT. PARTITION W/BROADLITE GLASS	82.28	82.28
EOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT	315.00	315.00 NET
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT	290.00	290.00 NET
18 EA. L5003 CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE	42.46	764.28
15 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP	76.67	1150.05
75 EA. FOLDING CHAIRS	8.92	669.00

T.H. Rupe
(Walter)

		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS	42.50	1062.50
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS	10.54	73.78
7 EA.	#1.4 WEIS OR EQUAL, LEGAL DESK TRAYS	4.33	30.31
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES	97.73	390.92
CRIMINAL COURT			
11 EA.	1732TL Anderson Hickey ~~SHAW WALKER~~ OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN	124.44	1368.84
4 EA.	1732TL Anderson Hickey ~~CV1071F SHAW WALKER~~ OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE	124.44	497.76
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"	73.18	73.18
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45	121.12	121.12
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"	143.82	143.82
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"	95.20	95.20
EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK	92.82	92.82
EA.	WORKWALL 36" DOOR HEALER PANEL - TEAK	69.70	69.70
EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION	199.07	199.07
11 EA.	1752TL Anderson Hickey ~~SHAW WALKER~~ OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS)	182.39	2006.29
			16,277.40
	Less 5% - 30 days - NET		813.87
			15,463.53

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(alter)

FEBRUARY TERM 1976

Specifications - Balance of Furniture for Justice Building

		Unit	Total
Civil Defence			
1 ea.	7401A 60x30 Hon desk with dark walnut top	199.03	199.03
2 ea.	7421A/7045N Hon right return desk -walnut top	281.28	562.56
2 ea.	C4276 Hon swivel chair black	70.92	141.84
1 ea.	C4226 Hon swivel chair with walnut arms	91.36	91.36
Fire Chief			
1 ea.	7422A/7046N 60x30 Hon left return desk-walnut top	281.28	281.28
2 ea.	7401A Hon desk with dark walnut top	199.03	199.03
1 ea.	C4226 Hon swivel chair with walnut arms	91.36	91.36
2 ea.	C4276 Hon swivel chair black	70.92	141.84
2 ea.	1418 Eck-Adams stackable chairs	20.33	40.66
Security Area			
1 ea.	C4276 Hon swivel chair black	70.92	70.92
Finger Print Office			
1 ea.	94P Hon fireproof file with lock (not combination)	374.80	374.80
2 ea.	C4276 Hon swivel chair black	70.92	141.84
2 ea.	1418 Eck-Adams stackable chairs	20.33	40.66

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		Unit	Total
Jailor Station			
4 ea.	4298 Hon adjustable stools	50.31	201.24
Kitchen			
2 ea.	1418 Eck-Adams stackable chairs	20.33	40.66
1 ea.	C4276 Hon swivel chair black	70.92	70.92
Staff Dining Room			
4 ea.	Contemporary Shell Tables - white	---	---
16 ea.	1418 Eck-Adams stackable chairs	20.33	325.28
Maintenence			
1 ea.	C4226 Hon swivel chair with walnut arms	91.36	91.36
1 ea.	C4276 Hon swivel chair black	70.92	70.92
2 ea.	1418 Eck-Adams stackable chairs	20.33	40.66
Criminal Court			
3 ea.	7421A/7090N Hon typist desks color-tropical sand	216.37	649.11
20½ ft partition		---	---
30 ft partition		---	---
4 ft partition		---	---
EOC Conference Room			
1 ea.	96x42 Conference table 8857A Hon panel legs wt top	357.83	357.83
1 ea.	72x36 Hon 8785A " " "	213.77	213.77
18 ea.	C4246 Hon chairs with walnut arms	58.84	1059.12
15 ea.	140 folding tables 96x36	57.53	862.95
75 ea.	1531 Cosco folding chairs	6.18	463.50

Kerzon

F E B R U A R Y T E R M 1 9 7 6

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	Unit	Total
Communications		
25 ea. 1418 Eck-Adams stackable chairs	20.33	508.25
7 ea. 2900 Lawson waste baskets	9.20	64.40
7 ea. 124 Globe-Weis legal desk trays	3.63	25.41
4 ea. High Point walnut bookcases W-7060,4 adjustable shelves	99.82	399.28
Criminal Court		
11 ea. Hon legal filing cabinets 213C Aztec Brown 3 drawer	103.22	1135.42
4 ea. Hon legal filing cabinets 213C Gray 3 drawer	103.22	412.88
1 ea. 18x30 Haskell	---	---
1 ea. 30x45 Haskell	---	---
1 ea. 30x60 Haskell	---	---
1 ea. 1870TNWT Tennsco coat locker	145.95	145.95
1 ea. Workwall petition	---	---
1 ea. Workwall panel	---	---
1 ea. Workwall glass	---	---
11 ea. 215C legal 5 drawer filing cabinet Aztec Brown	136.20	1498.20

Items that have not been priced on this bid were omitted for lack of adequate information.

All items are quoted F.O.B. Justice Building. They will be delivered in cartons to the first floor wher ever desired. Further carrying or unpacking and plac ing of furniture is not included in price.

Kenrow

SPECIFICATIONS - BALANCE OF FURNITURE FOR JUSTICE BLDG.

		UNIT	TOTAL
EMERGENCY OPERATING CENTER:			
CIVIL DEFENSE - 1ST FLOOR B			
1 EA.	#CD74-6030 SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP		
2 EA.	#CD7460-8R SHAW WALKER OR EQUAL - DESK - DARK WALNUT		
	Global #2505		
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS - CHAIR BASE ONLY - BLACK METAL BACK REST	46.01	92.02
	Global #2501		
1 EA.	#C211 UNITED CHAIR OR EQUAL - SWIVEL ARM CHAIR - WALNUT ARMS BLACK METAL BACK REST	42.97	42.97
FIRE CHIEF			
1 EA.	#CD-746030-8L SHAW WALKER OR EQUAL - DESK - DARK WALNUT TOP		
2 EA.	#CD-746030 - SHAW WALKER OR EQUAL - DESK 60 X 30		
	Global #2501		
1 EA.	#C211 UNITED CHAIR OR EQUAL- WALNUT ARMS - CHAIR BASE - BLACK METAL BACK REST	42.97	42.97
	Global #2505		
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	46.01	92.02
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS		
JAIL MAINTENANCE CONTROL UNIT			
	Global 2505		
3 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIRS NO ARMS	46.01	138.03
	Interoyal 1290M		
1 EA.	#D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL - BACK REST	51.38	51.38
SECURITY AREA			
	Global #2505		
1 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	46.01	46.01
4 EA.	BENCHES - BO BACKS		
FINGER PRINT OFFICE			
	Global #2505		
1 EA.	#4071MP SHAW WALKER OR EQUAL - FIRE FILE CABINET	[illegible]	
	Global #2505		
2 EA.	#C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	46.01	92.02
2 EA.	#40/4 GF OR EQUAL - STACKING CHAIRS		

COMPANY NAME: Arrow Blue Print Co.

FEBRUARY TERM 1976

	UNIT	TOTAL
JAILOR STATION		
4 EA. #D42L UNITED CHAIR OR EQUAL - ADJUSTABLE STOOL		
KITCHEN		
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS		
Global #2505 1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	46.01	46.01
STAFF DINING ROOM		
4 EA. #48-28-504B COMTEMPORARY SHELL TABLE - WHITE		
16 EA. #40/4 GF OR EQUAL - STACKING CHAIR		
MAINTENANCE		
Global #2501 1 EA. #C211 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - ARMS	42.97	42.97
Global #2505 1 EA. #C213 UNITED CHAIR OR EQUAL - SWIVEL CHAIR - NO ARMS	46.01	46.01
2 EA. #40/4 GF OR EQUAL - STACKING CHAIRS		
CRIMINAL COURT		
3 EA. #1015EDA GF OR EQUAL - TYPIST DESKS - 40 INCH - COLOR TO MATCH PRESENT EQUIPMENT		
20½ FT. SOLID WORK WALL PARTITION - TEAK		
30 LINEAL FOOT PARTITION - BANK RAIL, OPEN BASE, - TO BE 66" HIGH - MOUNTED TO FLOOR - PANELS TO BE CONSTRUCTED OF VINYL COVERED HARDBOARD WITH HONEY COMB CORE - AS MANUFACTURED BY CORED PANELS, INC. OR EQUAL		
4 FT. PARTITION W/BROADLITE GLASS		
EOC CONFERENCE ROOM		
1 EA. 96 X 42 CONFERENCE TABLE - FORMICA - PANEL LEGS & TOP - WALNUT		
1 EA. 74 X 36 CONFERENCE TABLE - PANEL LEGS - PLASTIC TOP WALNUT		
18 EA. CHAIRS W/WALNUT ARMS - FABRIC SEAT - PAINTED METAL FRAMES TO USE AT CONFERENCE TABLE		
15 EA. #366P (OR EQUAL) - 96 X 36 FOLDING TABLES - PLASTIC TOP		
75 EA. FOLDING CHAIRS		

Arrow Blue Print

		UNIT	TOTAL
COMMUNICATIONS			
25 EA.	#40/4 GR OR EQUAL STACKING CHAIRS		
7 EA.	#2900 - SQUARE LAWSON OR EQUAL WASTE BASKETS		
7 EA.	#124 WEIS OR EQUAL, LEGAL DESK TRAYS		
4 EA.	BOOKCASES, BORROUGHS OR EQUAL - 60 X 12 W/END PANELS 4 ADJUSTABLE SHELVES		
CRIMINAL COURT			
11 EA.	SHAW WALKER OR EQUAL - LEGAL FILING CABINETS THREE (3) DRAWER - CV1071F - PUEBLO BROWN		
4 EA.	CV1071F SHAW WALKER OR EQUAL - LEGAL FILING CABINETS - THREE (3) DRAWER - SILVERTONE		
1 EA.	HTP-0330 HASKELL OR EQUAL - FORMICA TOP TABLE 18" X 30"		
1 EA.	HTP-0240 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 45		
1 EA.	HTP-0160 HASKELL OR EQUAL - FORMICA TOP TABLE 30" X 60"		
1 EA.	7818W TENNSCO OR EQUAL - METAL DOUBLE DOOR COAT LOCKER W/LOCK - GRAY - 18" X 36" X 78"		
1 EA.	WORKWALL PETITION 3 LINEAL FEET - 84" SOLID COLOR: TEAK		
1 EA.	WORKWALL 36" DOOR HEADER PANEL - TEAK		
1 EA.	WORKWALL 36" DOOR GLAZED CLEAR GLASS TO MATCH PETITION		
11 EA.	6071F SHAW WALKER OR EQUAL - 5-DRAWER LEGAL SIZE FILING CABINETS - COLOR: BROWN (MUST MATCH THE ABOVE MENTIONED CABINETS)		

Arrow Blue Print

		Blue Print		Kenzie		Office		Allen		T.H. Payne		T.H. Payne		OCI		LAMCO
		Unit	Total	Unit	Total											
	Civil Defense															
1	1 ea. HCD74-6030 Desk	—	—	199.03	199.03	299.86	299.86	370.27	370.27	377.40	377.40	180.45	180.45	478.00	478.00	
2	2 ea CD7460-8K Desk	—	—	281.28	281.28	455.98	911.96	348.61	697.22	561.00	1122.00	260.98	521.96	714.00	1428.00	
3	2 ea C213 Chair	46.01	92.02	70.92	141.84	54.00	108.00	127.80	255.60	89.21	178.42	67.96	135.92	109.50	219.00	
4	1 ea C211 Chair	42.97	42.97	91.36	91.36	60.00	60.00	137.39	137.39	95.80	95.80	67.96	67.96	116.25	116.25	
	Fire Chief															
6	1 ea CD-746030-8L Desk	—	—	281.28	281.28	455.98	455.98	558.06	558.06	561.00	561.00	260.98	260.98	714.00	714.00	
7	2 ea CD-746030 Desk	—	—	199.03	199.03	299.86	599.72	370.27	740.54	377.40	754.80	180.45	360.90	478.00	956.00	
8	1 ea C211 Chair	42.97	42.97	91.36	91.36	60.00	60.00	137.39	137.39	95.80	95.80	67.96	67.96	116.25	116.25	
9	2 ea C213 Chair	46.01	92.02	70.92	141.84	54.00	108.00	127.80	255.60	89.21	178.42	67.96	135.92	109.50	219.00	
10	2 ea 40/4 Chair	—	—	20.33	40.66	26.45	52.90	30.89	61.78	42.50	85.00	42.50	85.00	48.00	96.00	
	Jail Maint. Control Unit															
12	3 ea C213 Chair	46.01	138.03	—	—	54.00	162.00	127.80	383.40	89.21	267.63	67.96	203.88	109.50	328.50	
13	1 ea D42L Chair	51.38	51.38	—	—	37.80	37.80	48.96	48.96	60.56	60.56	60.56	60.56	67.00	67.00	
	Security Area															
15	1 ea C213 Chair	46.01	46.01	70.92	70.92	54.00	54.00	127.80	127.80	89.21	89.21	67.96	67.96	109.50	109.50	
16	4 ea Bench	—	—	—	—	87.60	350.40	—	—	44.20	176.80	44.20	176.80	TO BE MADE		
	Finger Print Office															
18	1 ea 4071MP File Cab.	—	—	374.80	374.80	513.00	513.00	549.54	549.54	641.75	641.75	641.75	641.75	756.00	756.00	
19	2 ea C213 Chair	46.01	92.02	70.92	141.84	54.00	108.00	127.80	255.60	89.21	178.42	67.96	135.92	109.50	219.00	
20	2 ea 40/4 Chair	—	—	20.33	40.66	26.45	52.90	30.89	61.78	42.50	85.00	42.50	85.00	48.00	96.00	
	Jailer Station															
22	4 ea D42L Chair	—	—	50.71	201.24	37.80	151.20	48.96	195.84	61.58	246.32	60.56	242.24	67.00	268.00	
	Kitchen															
24	2 ea 40/4 Chair	—	—	20.33	40.66	26.45	52.90	30.89	61.78	42.50	85.00	42.50	85.00	48.00	96.00	
25	1 ea C213 Chair	46.01	46.01	70.92	70.92	54.00	54.00	127.80	127.80	89.21	89.21	67.96	67.96	109.50	109.50	
	Staff Dining Room															
27	4 ea 48-28-504B Table	—	—	—	—	160.00	240.00	85.09	340.36	151.30	605.20	151.30	605.20	—	—	
28	16 ea 40/4 Chairs	—	—	20.33	325.28	26.45	423.20	30.89	494.24	42.50	680.00	42.50	680.00	48.00	768.00	
	Maint.															
30	1 ea C211 Chair	42.97	42.97	91.36	91.36	60.00	60.00	137.39	137.39	95.80	95.80	42.46	42.46	116.25	116.25	
31	1 ea C213 Chair	46.01	46.01	70.92	70.92	54.00	54.00	127.80	127.80	89.21	89.21	67.96	67.96	109.50	109.50	
32	2 ea 40/4 Chair	—	—	20.33	40.66	26.45	52.90	30.89	61.78	42.50	85.00	42.50	85.00	48.00	96.00	
	Criminal Court															
34	3 ea 1015EDP Desk	—	—	216.37	649.11	—	—	522.43	1566.29	526.40	1579.20	260.98	782.94	469.50	1408.50	
35	20½ ft Partition	—	—	—	—	—	—	—	—	608.13	608.13	374.00	374.00	—	—	
36	30 LF Partition	—	—	—	—	—	—	—	—	604.18	604.18	561.00	561.00	—	—	
37	4 ft Partition	—	—	—	—	—	—	—	—	126.98	126.98	82.28	82.28	—	—	

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16

		1	2		3		4		5		6		7		8		9
			Arrow Blue Print		Kenroad		Chatlas Office		Ivan Allen		Principle T.H. Payne		After T.H. Payne		GCI		LAMCO
			Unit	Total	Unit	Total	Unit	Total									
1	EOC Room																
	1 ea 96 X 42 Table		—	—	357.83	357.83	198.00	198.00	338.84	338.84	320.00	320.00	315.00	315.00	211.00	211.00	
	1 ea 74 X 36 "		—	—	213.77	213.77	178.00	178.00	212.82	212.82	290.00	290.00	290.00	290.00	—	—	
	18 ea Chairs		—	—	58.84	1059.12	40.80	734.40	50.13	902.34	52.06	937.08	42.46	764.28	53.75	967.50	
5	15 ea 30 x 60" - Tables		—	—	57.53	862.95	54.12	54.12	71.00	1065.00	76.67	1150.05	76.67	1150.05	77.00	1155.00	
6	75 ea Chairs - folding		—	—	6.18	463.50	5.60	420.00	6.86	514.50	8.92	669.00	8.92	669.00	5.50	412.50	
7																	
8	Communications																
9	25 ea 40/4 Chairs		—	—	20.33	508.25	24.45	661.25	30.89	772.25	42.50	1062.50	42.50	1062.50	48.00	1200.00	
10	7 ea 2900 Waste Baskets		—	—	9.20	64.40	7.07	49.49	8.43	59.01	10.54	73.78	10.54	73.78	—	—	
11	7 ea 124 Desk trays		—	—	3.63	25.41	3.04	21.28	2.87	20.09	4.33	30.31	4.33	30.31	—	—	
12	4 ea Bookcases		—	—	99.82	399.28	73.30	293.20	90.00	360.00	97.73	390.92	97.73	390.92	86.00	344.00	
13	Criminal Court																
14	11 ea Cabinets		—	—	103.72	1135.42	138.58	1524.38	152.78	1680.58	164.70	1812.90	124.44	1368.84	142.50	1567.50	
	4 ea Lt. Cab.		—	—	103.22	412.88	128.23	512.92	139.23	556.92	164.90	659.60	124.44	497.76	142.50	570.00	
	1 ea Formica Top table		—	—	—	—	60.00	60.00	65.53	65.53	73.18	73.18	73.18	73.18	69.00	69.00	
17	1 ea " " "		—	—	—	—	92.63	92.63	101.18	101.18	121.12	121.12	121.12	121.12	109.00	109.00	
18	1 ea " " "		—	—	—	—	109.98	109.98	120.13	120.13	143.82	143.82	143.82	143.82	127.00	127.00	
19	1 ea Metal Double Dr. Locker		—	—	145.95	145.95	74.49	74.49	111.61	111.61	112.00	112.00	95.20	95.20	99.50	99.50	
20	1 ea Partition - 3 L F		—	—	—	—	—	—	—	—	92.82	92.82	92.82	92.82	—	—	
21	1 ea Wardrobe 36"		—	—	—	—	—	—	—	—	69.70	69.70	69.70	69.70	—	—	
22	1 ea " " Hay-Has		—	—	—	—	—	—	—	—	199.07	199.07	199.07	199.07	—	—	
23	1 ea 5 drawer Cab.		—	—	136.20	1498.20	161.52	1777.82	288.25	3170.75	220.15	2421.65	182.39	2006.29	198.50	2183.50	
24																	
25																	
26				732.41		10,733.01		11,784.68		17,800.76		20,472.74		16,277.46		17,902.75	
											Less 5% 30 days	1023.64		814.87			
29												19,449.10		15,462.59			
30																	
31																	
32																	
33				19,786.67		13,882.20		15,064.76		19,678.44						20,780.22	

State of Tennessee
Hamilton County

February 18, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 276-23

TITLE A RESOLUTION TO APPOINT TWO NEW MEMBERS OF THE CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY BOARD.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, there exists two vacancies on the Chattanooga-Hamilton County Bicentennial Library Board due to the expiration of the terms of Vernon H. Miller and James Williamson; and

WHEREAS, Jean Logan and Roy Ashley have shown by their personal efforts to improve the quality of life for all our citizens that they are deserving to serve upon said Board and will benefit all Hamilton Countians thereby.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That Jean Logan and Roy Ashley are hereby appointed as a member of the Chattanooga-Hamilton County Bicentennial Library Board, to serve thereon until July 1st, 1978.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Floyd L. Teller Jr.
Member of the County Council

Action taken.....

ON MOTION of Councilman Fuller, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that these two members were being appointed to replace two members whose terms are expiring. The two new members appointed are Roy Ashley and Jean Logan, who will serve until July 1, 1978.

Councilman Fuller stated that this was the first appointment that he had been able to make and he was very happy and pleased to appoint Mr. Ashley, that Mr. Ashley will be a credit to the Library Board.)

Judge Moore stated that the trial of Mobile Homes vs. Hamilton County is set for March 3, 196, at 9:30 A.M.

Judge Moore asked if there were any delegations to appear before the Council.

Mr. and Mrs. Jack Peck of Savannah Bay were present.

ON MOTION of Judge Moore, seconded by Councilman Long to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

CHAIRMAN

COUNTY COURT CLERK

M A R C H T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, MARCH 3, 1976

BE IT REMEMBERED, That on this the 3rd day of March, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Marshall M. Vaughn, Brainerd Hills Baptist Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5 Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, March 3, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
Hamilton County Council

THE CHATTANOOGA TIMES, THURSDAY, FEBRUARY 26, 1976.

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session Wednesday, March 3, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
Hamilton County Council

State of Tennessee

Hamilton County

Before me personally appeared Nancy J. Cole

who, being duly sworn, says that (he) (she) is the Manager, Classified Advertising of the CHATTANOOGA TIMES: and that the notice of which the following is a true copy,

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session Wednesday, March 3, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10.00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge and Chairman of the Hamilton County Council

has been published in the above said Newspaper on the following dates, to-wit:

February 26, 1976

the full number of times required by law, and that there is due the TIMES PRINTING COMPANY, Publisher of the CHATTANOOGA TIMES, for publication of such notice the sum of $6.44

Nancy J. Cole

Nancy J. Cole, Manager, Classified Advertising

Sworn to and subscribed before me, this 1 day of March, 1976

Jere Eubanks

Jere Eubanks, Legal Clerk

My Commission expires January 7, 1979

My Commission Expires Jan. 7, 1979

Form No. 573

State of Tennessee
Hamilton County

MARCH TERM 1976

Appl. #180

March 3, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-1

TITLE REZONING FROM AGRICULTURAL DISTRICT TO GENERAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT 8911 DALLAS HOLLOW ROAD, BEING AT THE NW CORNER OF DALLAS HOLLOW ROAD AND DALLAS LAKE ROAD. THIS TRACT BEINGS AT THE NW RIGHT-OF-WAY OF DALLAS LAKE ROAD, FRONTS 440' ON THE WEST LINE OF DALLAS HOLLOW ROAD AND EXTENDS WEST 85', THENCE SW 315' TO DALLAS LAKE ROAD, THENCE SE, ALONG THE NORTH LINE OF DALLAS LAKE ROAD, 300', THENCE NE, ALONG THE RIGHT-OF-WAY, 120' TO DALLAS HOLLOW ROAD, THE POINT OF BEGINNING, BEING LOTS 1 AND 2, W. N. SMITH SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN DEED BOOK 976, PAGE 436, R.O.H.C. AND AN UNRECORDED AREA SOUTH OF THE ABOVE LOTS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, W. O. Nelson petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 8911 Dallas Hollow Road, being at the NW corner of Dallas Hollow Road and Dallas Lake Road, and said Planning Commission after hearing recommended that said petition be denied and the site be approved as Office District; and

WHEREAS, W. O. Nelson requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on March 3, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the request of Mr. W. O. Nelson to rezone from Agricultural District to General Business District be denied and that the recommendation of the Planning Commission to rezone to Office District be approved.

BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it.

Deferred until 3-24-76

Member of the County Council

Action taken

(Judge Moore stated that the Planning Commission had recommended denial of this petition and approval as rezoning to office district. Judge Moore said that the Planning Commission had already recommended amending the office district resolution to permit the business which Mr. Nelson wishes to operate on his tract of land. That particular Resolution will come up on March 24th. It had been advertised for today but there was confusion in the resolutions and a resolution that was not supposed to be on the agenda was put on in the place of this one. The office district amendment will be considered at the next Council meeting (March 24th) and in order to consider Mr. Nelson's application it is necessary to wait until that amendment is voted on.)

ON MOTION of Judge Moore, seconded by Councilman Mayfield, to defer action on Resolution No. 376-1 until March 24th. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

#182

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-2

TITLE REZONING FROM RURAL RESIDENTIAL DISTRICT TO LOCAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT 7607 HIXSON PIKE, BEING ON THE WEST LINE OF HIXSON PIKE NORTH OF THRASHER PIKE. THIS TRACT BEGINS AT A POINT IN THE WEST LINE OF HIXSON PIKE, SAID POINT BEING SOME 1375' NORTH OF THRASHER PIKE, AND EXTENDS NE, ALONG THE WEST LINE OF HIXSON PIKE, 364.28', THENCE NW 200', THENCE SW 315', THENCE SE 175' TO THE LOCAL BUSINESS ZONING LINE, THENCE NE, ALONG THE LOCAL BUSINESS ZONING LINE, 100' TO HIXSON PIKE, THE POINT OF BEGINNING, BEING A PART OF THE FORMER G. O. HOLCOMB TRACT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lawrence C. and Pauline Day petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 7607 Hixson Pike, being on the West line of Hixson Pike North of Thrasher Pike, and said Planning Commission after hearing recommended that said petition be denied; and

WHEREAS, Lawrence C. and Pauline Day requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on February 4, 1976, concerning the passage of this Resolution as required by law, and said hearing having been held. Due to the absence of the petitioner at the February 4, 1976 hearing the motion failed for lack of a second. The petitioner has asked that his request for rezoning be reheard and is now before the County Council on March 3, 1976.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the request of Lawrence C. and Pauline Day to rezone from Rural Residential District to Local Business District a tract of land located at 7607 Hixson Pike, being on the west line of Hixson Pike north of Thrasher Pike. This tract begins at a point in the west line of Hixson Pike, said point being some 1375' north of Thrasher Pike, and extends NE, along the west line of Hixson Pike, 364.28', thence NW 200', thence SW 315' thence SE 175' to the Local Business Zoning line, thence NE, along the Local Business Zoning Line, 100' to Hixson Pike, the point of beginning, being a part of the former G. O. Holcomb tract, be denied.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Long
Member of the County Council

Action taken Adopted

(Judge Moore stated that this application came up at a previous Council meeting but Mr. Day mistakenly thought the Council met at 1:30 and arrived too late for the meeting; therefore he had requested that this be considered again. Judge Moore said that the Planning Commission had originally recommended that the petition be denied. Mr. Day was present and Judge Moore asked if anyone was present in opposition. Judge Moore stated that the Planning Commission had originally disapproved the rezoning because they are trying to get new businesses at intersections. This particular tract of land is several hundred feet from an intersection but there are already businesses near this property.)

ON MOTION of Councilman Long, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

(Judge Moore reminded the Council that since this would be overturning the Planning Commission's recommendation, four votes would be necessary for approving this.)

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-3

TITLE A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS AND THE RELATED ORDINANCES OF CERTAIN MUNICIPALITIES CONCERNING THE LOCATION OF ACCESSORY BUILDINGS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, it has been determined that there is a need to amend Article V, Section 103.79 of the Hamilton County Zoning Regulations and the related Ordinances of East Ridge, Collegedale, Soddy-Daisy, and Lakesite, in order to provide for regulations governing the location of accessory buildings; and

WHEREAS, the Chattanooga-Hamilton County Regional Planning Commission, on December 8, 1975, following a public hearing, duly advertised, reviewed and approved an amendment thereto, as follows:

> "Small storage buildings, not larger than 12' x 12' and with a maximum height to the low point of the eaves of 6', may be located in the side and rear yards provided that:
>
> (1) The buildings shall be set back at least five (5) feet from the side and rear lot lines, and
>
> (2) In the case of a corner lot, the accessory building may not project into the side yard adjacent to the street."

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the aforementioned amendment be adopted.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that under the present zoning regulations of the County, depending upon zoning, the set-back can be as much as 25'. This new resolution will permit locating accessory buildings within 5' of the property line (accessory buildings being defined as metal storage sheds, etc.).

State of Tennessee
Hamilton County

March 3, 1976

MARCH TERM 1976

A RESOLUTION

NO. 376-4

TITLE A RESOLUTION TO ADOPT AN AMENDMENT TO THE HAMILTON COUNTY ZONING REGULATIONS AND THE RELATED ORDINANCES OF CERTAIN MUNICIPALITIES CONCERNING DWELLINGS ON A SINGLE LOT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Article V, Section 104.4 of the Hamilton County Zoning Regulations and the related Ordinances of the Municipalities of East Ridge, Collegedale, Soddy-Daisy and Lakesite has been misinterpreted on occasion in regards to the number of dwellings allowable on one lot, thus requiring clarification; and

WHEREAS, the Chattanooga-Hamilton County Regional Planning Commission, on November 10, 1975, following a public hearing, duly advertised, reviewed and approved a proposed amendment thereto, as follows:

The Chattanooga-Hamilton County Regional Planning Commission recommends that Article V, Section 104.4, be amended so that it reads as follows:

104.4 Dwellings in Rear of Building on the Same Lot

No building in the rear of a principal building on the same lot shall be used for permanent residence purposes, except for domestic employees of the owner or tenants of the principal building. Such rear building shall conform to the lot size requirements for the principal building (in addition to the minimum lot size for the principal building) and shall have on the same lot an easement of access at least 12 feet wide, unoccupied, to a street. The rear line of the rear yard required for the principal building shall be considered the front line for the building in the rear.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the aforementioned amendment be adopted.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that this Resolution clarifies the existing Resolution having to do with dwellings on a single lot and will remove some areas of doubt for those who have made applications to put two buildings on a signle lot.)

State of Tennessee
County

March 3 6
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-5

TITLE A RESOLUTION TO ADOPT AN AMENDMENT TO THE HAMILTON COUNTY ZONING REGULATIONS AND THE RELATED ORDINANCES OF CERTAIN MUNICIPALITIES CONCERNING FRONT YARD SETBACK DEPTHS ON SUBDIVISION LOTS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, front yard setback-depths in subdivisions are required on various lots due to drainage ditches, soil types, steep slopes, etc., such requirements set forth in the Hamilton County Zoning Regulations and the Zoning Ordinances for the Cities of East Ridge, Collegedale, Soddy-Daisy and Lakesite, and

WHEREAS, due to recent litigation, said requirements (as set forth in Article V, Section 103.2 of said Regulations and Ordinances) require amending; and

WHEREAS, the Chattanooga-Hamilton County Regional Planning Commission, on November 10, 1975, reviewed and approved a proposed amendment thereto, as follows:

> "103.2 Front Yard Depths Determined by Adjoining Development
> If 40% or more of the frontage on a street or road between two intersecting streets or roads 1320 feet or less apart, or within 600 feet of either side of the building site of any proposed building, has been occupied by buildings having an average depth of front yard, measured to the front line of the building, either greater or less than that required by the regulations for any given district, the front yard depth shall be the distance of the average front yard depth so determined, except where a greater front yard depth is required by a recorded subdivision plat."

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the aforementioned amendment be adopted.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

no action needed
B. Kyle

Member of the County Council

Action taken.....

MARCH TERM 1976

(Judge Moore stated that this had already been adopted in 1973 but had not been carried into a printed resolution to be added to the zoning regulations. Judge Moore said this resolution was put on the agenda instead of the one to amend office districts and no action was needed on this.)

State of Tennessee
Hamilton County

March 3, 1976

MARCH TERM 1976

A RESOLUTION

NO. 376-6

TITLE A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS TO PERMIT THE OPERATION OF OPEN AIR MARKETS SUBJECT TO CONDITIONAL PERMIT PROVISIONS BY THE BOARD OF ZONING APPEALS AND TO AMEND PERMITTED USES IN WHOLESALE AND LIGHT INDUSTRY DISTRICTS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Hamilton County Zoning Regulations require amending in order to provide for the operation of Open Air Markets and also for permitted uses in Wholesale and Light Industry Districts; and

WHEREAS, the Chattanooga-Hamilton County Regional Planning Commission, on September 8, 1975, following a public hearing, duly advertised, recommended for approval the proposed amendments to the Hamilton County Council as follows:

To amend Article II. Definitions, adding a new section:

129.1 Open Air Market -- A retail market or sale operated outdoors or beneath unenclosed shelters and doing business on a continuing basis, or for as many as six (6) days during a sixty (60) day period, where inexpensive and/or second hand items and/or foodstuffs are offered for sale by more than a single vendor and including all fruit or vegetable markets, flea markets, rummage sales, garage or attic sales, and similar undertakings when operated in such a manner as to fall within the limits of this definition.

To amend Article IV. Schedule of District Regulations, as follows: Adding to Section 800, General Business District Regulations, a new Section 801.4 as follows:

801.4 Open Air Markets provided that a special permit is secured from the Board of Zoning Appeals as specified in Article VII, Subsection 106.4612.

And by amending Section 1000, Industrial District Regulations, rewording Subsection 1001.1 as follows:

1001.1 Uses Permitted: Any use not otherwise prohibited by law, except as provided in Article IV, Sections 1001.2 and 1001.3; and except that the operation of open air markets shall be permitted subject to a conditional permit by the Board of Zoning Appeals as specified in Article VII, Subsection 106.4612.

To amend Article VII, adding a new subsection 106.4612 as follows:

106.4612 Open Air Markets -- A Revocable conditional permit may be granted for operation of an open air market, as defined in Article II of this ordinance, provided that the following conditions are met:

Don Moore
Member of the County Council

Action taken Adopted

M A R C H T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(This resolution would basically regulate open air markets by definition and would permit residents to have garage sales, flea markets, etc., provided they did not occure more than six times in 60 days, without meeting the requirements of open air markets and large gatherings as to sanitation facilities, etc.)

(a) Parking shall be provided at a rate of two spaces for every stall, booth, or vendors lot; or (alternatively) at least two-thirds of the entire site shall be set aside as usable customer parking space.

(b) Access and egress to public streets shall be established and maintained in a manner approved by the County Engineer.

(c) Public sanitary facilities shall be provided as follows:

1. Whenever business is conducted on undeveloped property zoned for open air markets, sanitary facilities including but not limited to toilets, water and trash containers will be made available at the start of each business day.

2. Either permanent toilet fixtures or portable facilities approved for public use by the Chattanooga-Hamilton County Health Dept. shall be made available in the following ratio:

a. Property less than one acre--Two (2) toilet units shall be provided.

b. One (1) - Three (3) acres--Four (4) toilet units shall be provided.

c. More than three (3) acres--Six (6) toilet units shall be provided.

3. All portable toilets will be emptied, sanitized and serviced not less than two times a week or more frequently if needed, and the contents emptied in an approved waste water treatment facility.

4. Potable drinking water either under pressure or furnished in an approved dispenser will be made available so there will be a drinking fixture or dispenser for each acre of used property or fraction thereof. Single service cups, in an approved dispenser, will be made available.

5. A covered trash receptable, capable of holding not less than ten (10) gallons will be made available by each vendor who leases, rents or is furnished space to barter or sell merchandise. All trash and debris must be picked up and removed from the area, curb or street by close of the business day.

(d) A board or chain link fence at least four (4) feet high shall be erected along any property boundary adjacent to a school, church, or residential land use.

(c) Alteration or deletion of any parking space or sanitary facility, or abridgement of any condition agreed to at the time of issuance of the conditional permit shall constitute grounds for revocation of

the permit. Upon verification by the County Building Inspector that such alteration, deletion, or abridgement has occurred, the operator of the open air market shall be summoned before the Board of Zoning Appeals to show cause why the special permit should not be permanently revoked. Failure to appear, or failure to correct deficiencies found by the Board within ten (10) days following the hearing shall result in automatic revocation of the special permit and the operator shall cease to use the property as an open air market until such time as a new conditional permit is applied for and received.

To amend Article IV, Subsection 901.1 by changing the period at the end of said subsection to a comma and adding the following:

"and AGRICULTURAL DISTRICT."

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the aforementioned amendments are hereby adopted.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-7

TITLE A RESOLUTION TO APPOINT MR. ED FITCH, MR. TERRELL FUGATE AND MRS. JACK MARTIN TO THE JUVENILE COURT COMMISSION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Juvenile Court Commision has three (3) vacancies which require filling in order for the essential work of the Commission to be carried forward, and

WHEREAS, said Commission and its nominating Committee have recommended the appointment to the Commission of three outstanding citizens from our community, each of which has demonstrated the leadership and foresight so highly valued by all Hamilton Countians, and,

WHEREAS, these recommended appointees are, in alphabetical order:

Mr. Ed Fitch
Mr. Terrell Fugate
Mrs. Jack Martin

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the abovenamed citizens are hereby appointed to the Juvenile Court Commission, each to serve thereon for terms of three (3) years, said service commencing March 9th, 1976.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Bob Long
Member of the County Council

Action taken.....

ON MOTION of Councilman Long, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that the Juvenile Court Commission, in accordance with the law, had recommended the appointment of these three people.)

M A R C H T E R M 1 9 7 6

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-8

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY FOR THE PURPOSE OF PROVIDING RESIDENTIAL TREATMENT FOR YOUTHFUL DRUG ABUSERS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the effective treatment of drug abusers, requiring Juvenile Court attention, necessitates proper residential treatment in addition to other preventive and conselling programs, and

WHEREAS, pursuant to the provisions of the Crime Control Act of 1973 (Codified at 42 U.S.C. 3701), grant applications may be made to the Tennessee Law Enforcement Planning Agency for total grant funds of $20,075.00 for such a residential treatment program, the County buy-in share being $1,003.75.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to submit a grant application for the hereinabove stated purposes, a copy of same attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that application was made last year for a grant of $40,000, which would have been on the basis of 90% federal, 5% state and 5% local funds. $2000 in local money was projected for this. The grant was not approved, so the County is making application this year and dividing it into 3 areas. Because of a difference in matching formula, the $2000 will be raised to $7,000 to be provided locally. This will have to be considered when Juvenile Court makes application for their budget to the Council. The application for the grants must be made now so that Hamilton County will be considered.)

MARCH TERM 1976

2)

STATE OF TENNESSEE

LAW ENFORCEMENT PLANNING AGENCY

Application is hereby made for a grant under the provisions of the Crime Control Act of 1973 (42 USC 3701) in the amount and for the purpose set forth in this application.

TLEPA USE ONLY
Date Stamp

1. State Program Under Which Application is Made:

Number: _____ Title: _____

2. (a) System Component:
( )General ( ) Police ( )Judicial (X) Correctional
( ) Juvenile Delinquency
(b) Functional Area:

(c) Type of Application:
(X)Original ( )Continuation
(d) Has Application been submitted for A-95 review?
( ) Yes ( ) No

GRANT NUMBER

PROGRAM DESCRIPTER

Approved ( )
Disapproved ( )
Special Cond. ( )

3. Short Title of Project: (do not exceed one line)

Juvenile Rehabilitation (Drugs and Narcotics - Residential Treatment for Hamilton County)

4. Applicant (Name, address and telephone number)
Hamilton County Juvenile Court
Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
615-698-4465

5. Project Director (Name, title address and telephone number)

Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, TN. 37404
615-698-4465

6. Project Summary: Summarize, *in the space provided*, the most important parts of the project, including goals, impact, scope, and evaluation.

Under the present operation, the Juvenile Court is now providing casework and counseling services, referrals to and interaction with other community agencie in an attempt to combat the growing drug problem. In addition to these services, there seems to be a growing need for residential treatment of drug abusers and potential drug abusers.

It is the goal of this Court to provide residential treatment for the drug abuser and potential abuser through the availibility of in-patient services. These services are available on a local level.

It is predicted that approximately 36 youthful offenders are in need of residential treatment for drug abuse or potential drug abuse resulting from conditions of their environment and/or adjustment problems.

The availability of residential treatment will greatly increase the effectiveness of the existing program. The Juvenile Court drug abuse program will then consist of counseling and casework services, referral services and interaction with community agencies, residential treatment services on a contractual basis as well as a follow-up program.

It is projected that evaluation of the residential treatment services will contribute to the overall effectiveness of this program in its attempt to reduce the recedivism of youthful drug offenders. The residential treatment services per se will be evaluated through an extensive follow-up program.

7. Grant Funds	8. Local Cont.	Buy-in	9. Total Funds:	10. Duration of Project:
$18,067.50	$1003.75	$1003.75	$20,075.00	From 7-1-76 To 6-30-77

TLEPA 1976 Grant Application

An additional 60 days will b allowed for [illegible]

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APPENDIX A

COUNCIL for ALCOHOL and DRUG ABUSE SERVICES, INC.

2436 Glass Street

Chattanooga, Tenn. 37406

Phone 698-8571

CONSOLIDATED PROGRAMS

DeWitt Hall

Hillandale

S.T.A.R. House

Alcohol and Drug Council

Foreword

On February 25, 1975, the Chattanooga Area Council on Alcoholism and Other Drug Abuse, Inc., Alcoholic Rehabilitation, Inc., and the Hillandale Center merged to become the Council for Alcohol and Drug Abuse Services, Inc. The consolidation was the result of a growing community interest in the umbrella concept of related community services, the need for close coordination of the services provided by the three Agencies, the encouragement of the Tennessee Department of Mental Health, the United Fund of Greater Chattanooga and the extensive study of an Ad Hoc Committee, composed of the representatives of the three organizations and of the public at-large.

The new Agency is intended to continue and expand the services of the existing organizations to provide an effective base for extending treatment, preventive, educational, and other community services to other geographical areas and, or developing services in the future.

The new organization plans to develop an individual membership base of a number of concerned individuals who would actively participate in the affairs of the Agency, assisting in securing financial support as well as to promote the general purposes and activities of the Agency.

The Central Offices of the new Corporation are located at 2436 Glass Street, near the intersection of Glass and North Chamberlain.

M A R C H T E R M 1 9 7 6

Advantages of Consolidation

The consolidation provides a single effective organization with the capacity to offer, under voluntary, non-profit auspices, a variety of services to assist the chemically dependent population, their families, their employers, and others concerned about the individual and community problems arising out of alcoholism and other drug addiction.

Some of the specific advantages of the consolidation are:

1. Reduce duplication in use of informed and concerned volunteer leadership.

2. Reduce fragmentation of services.

3. Offers future economics through single administration, central purchasing, and qualifying for third-party payments, etc.

4. A single Board of Directors can determine program and financial priorities and be in a stronger position to seek proper funding from various sources.

5. Employees can function inter-changeably between programs or facilities on an assigned basis or during emergencies.

Lastly, the range and quality of services to be offered by the Consolidated Agency enhance its ability to generate client fees for service, third-party purchase of services, government grants, federal campaign support and special assistance from foundations, groups or individuals.

The consolidation has received the endorsement of State and National Organizations as well as local groups, individuals and organizations.

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Synopsis

of

Facilities and Programs

M A R C H T E R M 1 9 7 6

CENTRAL PROGRAM

The Central Office is located in East Chattanooga in an area which is easily accessible to all parts of the city and surrounding areas. The facility contains nineteen offices, four of which are used for Group Counseling Rooms. Contained in the Office is a complete Reference Library including audio-visual aids. A Conference Room is available for Board Meetings, workshops, and educational programs. Ample parking space is available to accomodate clients and visitors.

The program is divided into two distinct program service areas--community services and out-patient and follow-up services.

I. Community Services

This program is geared to serve the general public and is aimed primarily at information, referral, education, prevention, training and coordination. It offers the following services:

a. Pre-treatment Consultation and Referral
b. Public Information
c. Book and Film Library
d. Seminars and Workshops
e. Industry Program
f. Education and Training
g. Agency coordination and planning
h. Statistical collection and reporting
i. D.W.I. Re-education Program

II. Out-patient and Follow-up Services

This program serves non-resident clients with alcohol and drug problems and their families, families of resident clients and post-discharge follow-up of resident clients. It provides the following services:

a. Individual counseling
b. Supportive services for family members
c. Group counseling
d. Vocational Assistance
e. Follow-up Services

DE WITT HALL

This facility is located in the residential center of inner Chattanooga on a large well-landscaped lot which provides a maximum of privacy and pleasant surroundings for outside activities. Twelve females can be accomodated in the open and luxurious house which has been completely redecorated to provide a cheerful, home-like atmosphere. Included in the eighteen-room-facility is a fully-stocked library and a private chapel.

This program offers a long-term transitional program for the late-stage female alcoholic and a short-term intensive program for the female alcoholic desirous of returning to her family after four weeks of residency. A program is currently being developed to serve four young drug abusers. Program activities include: (1) Individual and group counseling, (2) non-verbal communication, (3) transactional analysis, (4) art appreciation classes, (5) serving skills, (6) tours, (7) alcohol and drug education, (8) social activities, (9) nutrition, (10) physical activities, and (11) post-discharge follow-up.

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HILLANDALE

Seven buildings make up this facility which is located in an eighty-acre secluded mountain retreat located on Signal Mountain, fourteen miles from Chattanooga. The spacious, modern dormitory facilities can accomodate thirty male residents. In addition, there is a separate cottage which is to be remodeled to accomodate ten youth drug abusers. A mountain lake is available for swimming, boating and fishing and miles of serene mountain trails make hiking a popular pastime.

A variety of rehabilitative activities are offered in this multi-disciplinary and multi-phasic program. Residents are encouraged to remain in the program a minimum of twenty-eight days. Program activities include: (1) Group and individual counseling, (2) psychological testing, (3) lectures and films, (4) arts and crafts, (5) social activities, (6) family counseling, (7) A.A. orientation and attendance, (8) recreation therapy, and (9) medical services referral.

Upon discharge, the program participant is referred to the Central Program for out-patient counseling.

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S.T.A.R. HOUSE

This facility is privately located on five acres of land within the city limits of Chattanooga, at the foot of Lookout Mountain. Twenty men are accomodated in six large bedrooms. In addition, the facility has seven other large rooms and a basement which provides laundry facilities and storage space. Spacious, wooded grounds provide ample room for outdoor activities.

This program provides a semi-protective home for the alcoholic who appears to need a long-range residential program. This program is classified as a transitional program which allows the alcoholic to seek day employment after three weeks of residency and remain in the evening program for three to six months. Program activities include: (1) Individual and group counseling, (2) Lectures and films, (3) medical services referral, (4) A. A. orientation and attendance, (5) vocational counseling and job placement, (6) recreational activities, and (7) out-patient follow-up.

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Occupational Services Program

It is estimated that in the United States eight percent of any employee group is having a serious problem with alcohol that is directly affecting their job performance. It is further estimated that another two percent are experiencing job performance difficulties due to problems such as drug abuse, marital conflict, family problems, and other emotional and behavioral disorders. Billions of dollars are lost annually due to these personal problems that adversely affect job performance and therefore, productivity. Chattanooga's estimated annual loss alone is approximately half a million dollars. Chances are that you are experiencing some of these losses in your organization.

This Council provides the following services to all employers in the Chattanooga area:

1. Consultation with top-level management and labor officials for determination of the need for a troubled employee program.

2. Assistance in developing a troubled employee program which utilizes fully the comprehensive services within the Council for Alcohol and Drug Abuse Services.

3. Orientation of all levels of management and supervision.

4. Development of a close working relationship with the designated coordinator of the troubled employee program.

5. Consultation with all levels of management and supervision and labor officials, when necessary.

6. Assistance in the development of printed materials for the distribution to employees and their family members.

7. Continuation of training or orientation for new supervisors and managers.

8. Maintenance of close liaison with labor and management officials concerning the problem employee program and to work in conjunction with these people when changes or adjustments might be necessary in the program.

9. Consultation on group health insurance coverage.

M A R C H T E R M 1 9 7 6

Delivery of Services

from January 1, 1974 through December 31, 1974

Combined Programs

Number of Individuals - 1,668

Number of Families - 65

Number of talks, lectures in schools - 45

Number of radio, t.v. appearances - 14

Number of meetings--Community, schools, City Government - 53

Number of Evening meetings, family groups - 104

Number of referrals from Industry, commercial installations - 48

Number of self-referrals via radio spots, telephone directory, lectures, workshops, newsletter, and t.v. appearances - 1,329

Number of referrals from Council for Alcohol & Drug Abuse Services to Clinics, Hospitals, treatment and rehabilitation agencies, Alcoholic Anonymous, Ala-non, and Ala-teen - 576

Number of Industrial and commercial companies with whom the Council is working formally and informally on the Occupational Program outlined herein - 18

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Financing the Consolidated Programs

Based upon the experience of the three Agencies now consolidated, the Board of Directors faces challenging financial problems. These include:

1. The operating budget proposed for the Consolidated Agency calls for increased United Fund support, continued, and greater, if possible, financing by the State of Tennessee, and an extraordinary effort to earn income from privately paying residents, third-party reimbursements, counseling fees and other sources.

2. The establishment of adequately funded county branches in a nine-county area adjacent to Hamilton County. These branches will not only provide services in the counties in which they are located, but will establish cooperative relationships with physicians, clergy and other sources of referral of individuals to be served in the residential and transitional care programs.

3. Securing funds for operation at an essential level, capital improvement and the retirement of pressing outstanding liabilities together with the problem of protecting and conserving the Hillandale property until it is fully staffed and re-opened.

4. Soliciting capital gifts and/or contributions in labor or other kind for the general renovation of the Council's properties, especially Hillandale and its unit for the rehabilitation of young, male drug abusers.

The Council's program outlined herein is a challenging and ambitious one, and in many respects unique and innovative. It has the endorsement of the United Fund of Greater Chattanooga, the Tennessee Department of Mental Health, Hamilton County, the Department of Vocational Rehabilitation, and certain foundations. The potential of its over-all program for a comprehensive and superior plan of serving individuals in desperate need of help, to the community of greater Chattanooga, and its outlying areas is great. The critical financial need, in order to establish soundly a promising beginning is outlined on the following page. Generous support now will make the difference.

Funding Sources

United Fund of Greater Chattanooga

Tennessee Department of Mental Health

Hamilton County

Department of Vocational Rehabilitation

Resident Fees

Program Service Fees

Individual Contributions

Foundations

Membership Dues

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Statement of Funds

The following is a statement of funds received, disbursed, and needed to establish the Consolidated Program:

Received and Disbursed	$62,750
Committed for 1975	5,000
Committed for 1976	5,000
Total	$72,750
Needed Now for Capital Improvement and Outstanding Liabilities	39,000
Needed for Supplementary Operating Costs Phasing-in Period:	
1975	$20,000
1976	24,000
1977	16,000
	$99,000
NEEDED 1975	$59,000
NEXT TWO YEARS	40,000
TOTAL	$99,000

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Board of Directors

Rev. Morgan C. Nichols
Thomas E. Geraghty
Felix Miller, Jr.
George Key, Sr.
Mrs. David Telford
Roy D. Brookshire
Mrs. Garrison Elder
Jerry W. Harper
Dennis R. Mahoney
James P. Anderson, Jr.
Rev. Leon C. Balch
Mrs. James Bentley
John Bobo
Llewellyn Boyd
Mrs. L. Hardwick Caldwell, Jr.
John Fitzpatrick
Leland Fussell
Lowell Greene
Mrs. Joseph H. Lane, Jr.
Roy C. Noel
L. Brunson Orgain
G. Z. Patten
James W. Patton
Mrs. Larry Pendergrass
Gene Powers
Mrs. Gregg Quick
William G. Raoul
Arvin Reingold
John R. Seymour
Albert Scruggs, Jr.
John E. Smartt
Mrs. Mary Underwood
Herman Waller, Sr.
Dr. Frances Webster

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LAW ENFORCEMENT PLANNING AGENCY

APPLICATION FOR ACTION GRANT

11. IDENTIFICATION OF PROBLEM: Describe nature, scope, and degree of the problem. This description explains your justification for submitting the grant application. Use meaningful facts and data to support need. (If additional space needed, attach additional sheets and number them 2a, 2b, etc.)

In Hamilton County there are approximately 40,000 potential adolescent drug abusers. This designated population includes males and females of various racial, social, and cultural backgrounds. Their minimum education level is sixth grade and their maximum education is some high school. These adolescents comprise drug abusers, potential drug abusers, and juvenile offenders. This population also includes the youth's families need of services for drug-related problems.

In the population described above, there are environmental influences conducive to drug abuse. These influences, and the youth's learned responses to them, potentiate the probability of drug abuse. In such cases a logical interventive reaction would be the removal of the abuser or potential abuser from the environment for a short period of time to provide him with personal and social tools necessary to cope with those stressful elements of his environment.

In counseling with the drug offender and his family on an out-patient basis, it is felt by the caseworkers in the program that removal from the existing environment for a short period of time would be beneficial in providing the necessary tools for responsible interaction within the environment. It is estimated that approximately three (3) youthful offenders a month can benefit from resident treatment. An important consideration, however, is the lack of necessary funds by the family to provide the professional in-patient services offered by private agencies.

12. PROJECT OBJECTIVES: This is a statement of needs to solve the problem. Give a concise statement of each of the objectives of the proposed project which are precise statements of the kinds of improvements sought. (If additional space is needed, attach additional sheets and number them 3a, 3b, etc.)

It is the objective of this proposal to provide residential treatment for drug abusers and potential drug abusers who have come to the attention of the Court by either a petition or referral by an interested person. Where possible, an attempt will be made to divert the youth to this program without a formal petition being filed. Youths will be referred to the program for the purpose of adjusting the individual to his environment both personally and socially.

There is a need for a residential treatment component on a contractual basis of the Court's drug program to provide comprehensive services for an average of three (3) youthful drug offenders per month.

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13. MEANS OF ACHIEVING THE OBJECTIVES: Describe the general method, procedure, or strategy for obtaining the objectives of the project and describe the operation of the project. (If additional space is needed, attach additional sheets and number them 4a, 4b, etc)

In order to provide comprehensive services to youthful drug offenders, the Juvenile Court sees two (2) possible courses of action to provide in-patient services to drug abusers and potential drug abusers.

The first of these alternatives is the least desirable. This proposal consists of the creation of a juvenile court drug treatment and rehabilitation center requiring facilities, professional staff, training maintenance, etc. with an approximate cost of $250,000 for a six (6) bed facility.

The second alternative is a more feasible approach to the problem. This proposal consists of the allocation of funds on a contractual basis for three (3) beds at an existing residential drug treatment center. The beds contracted for will be used exclusively for juvenile court referrals. Approximately two (2) of these beds will be used for male offenders and the remaining one (1) will be for female offenders. The availability of these beds to treatment component of this Court's comprehensive approach to drug abuse.

The Juvenile Court would enter into an agreement with the Council for Alcohol and Drug Abuse services whereby the Court would cover cost to house and treat cases referred by the Court. The procedure for dealing with a case follows:

A case in need of possible residential treatment would be staffed by the Juvenile Court Drug Department and the Council for Alcohol and Drug Abuse. This process shall be a pre-treatment consultation. Once a case has been deemed a possible candidate, he/she shall be processed by the intake staff of the Council services. A plan for residential treatment of twenty-eight(28) days will be formulated which will include professional services of the Center including a resident psychologist, Registered Nurse, counselor and Unit manager.

At the conclusion of the treatment plan a written evaluation and recommendation will be formulated. If it is felt that further treatment is necessary, provisions can be made for longer residential treatment.

Once the case is terminated from the treatment center it shall be referred back to the Juvenile Court Drug Department for necessary follow-up.

14. PROJECT EVALUATION: Describe the procedure of measuring the degree to which each objective of the project will be achieved. (If additional space is needed, attach additional sheets and number them 5a, 5b, etc.) Be sure to include the following:

TO BE COMPLETED BY: Mr. Glenn Hughes, Drug Counselor
224 N. Highland Park Avenue, Chattanooga, TN. 37404
Phone: 615-698-4465

A.) Evaluation objectives: 1.)To determine the effects of residential treatment in comparison with out-patient counseling; 2.)To cause a decrease by at least 10% of drug abuser arrests in Hamilton County; 3.) To show a 50% rate of rehabilitation from the Residential Treatment Program.

B.) Date Sources: 1.) From case records available through this Juvenile Court and the residential treatment program; 2.) from records of the Intake Department of this Court concerning drug arrests; 3.) follow-up contacts will be made with persons who have completed residential treatment program to obtain data concerning their present drug usage.

C.) Method of obtaining Data: 1.) The majority of the data will be compiled by the caseworkers and presented in a statistical report; 2.) data will be completed from clients by either personal contact or telephone and questions will be asked concerning their present drug usage.

D.) Analysis of Data:

A statistical analysis of the data will be done to show correlations, deviations and effectiveness rates of persons that have completed the residential treatment program.

15. PROJECTED PROGRESS: Project the progress you expect to make on this project. The space provided is divided into 90 day periods and you are to indicate what percentage of the project should be completed during each three month period and in the narrative you are to describe specific accomplishments you expect to complete during each period. (If the project will be completed in less than one year, so indicate when it will be completed.)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
First 3 mos.	25%	Residential treatment contracted for and began; quarterly report
Second 3 mos.	25%	Residential treatment ; quarterly report

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15. (Continued)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
THIRD 3 mos.	25%	Residential treatment; quarterly report
Fourth 3 mos	25%	Residential treatment and evaluation; yearly report

16. APPENDIX: Material not actually a part of the proposal is to be placed in the appendix. Such material will include brochures, letters in support of the program, literature, personnel specifications and statement of duties for all positions requested, etc. (Label each piece of additional material separately, i.e. Appendix A, Appendix B, etc., and indicate the number and title of each in the space below.)

APPENDIX NO.	TITLE
A	Consolidated Program of theCouncil of Alcohol and Drug Abuse Services
B	
C	
D	

(IF ADDITIONAL SPACE NEEDED, ADD AN ADDITIONAL PAGE NUMBERED 6a, 6b, etc)

17. BUDGET SUMMARY FOR GRANT PROJECTS: Enter totals by category as detailed on pages 8 and 9 of this application. This budget should be based on a grant year, (12 months or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
Personnel			
Travel			
Consultant Services			
Supplies & Operating Expenses	20,075.00	18,067.50	2,007.50
Equipment			
Other (specify)			
TOTAL	20,075.00	18,067.50	2,007.50
Percentage	100%	90 %	10 %
State Buy-in-50% of Matching Funds or $ 1,003.75			

NOTE: Grant fund total cannot exceed 90% of the total project cost, and matching funds total must be at least 10%. Buy-in is 5% of the total project cost.

18. DETAILED PROJECT BUDGET: The budget must be completed in detail with amounts rounded to the nearest whole dollar. The budget should cover the entire project period or twelve months, whichever is less.

The budget has separate columns to show which costs or budget elements will be supported from grant funds and which from grantee matching (cash) contributions. Only matching funds expended after the date of the grant award date can be counted as matching contributions.

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18. (continued) whenever the space for any budget category is inadequate to permit listing of all items, the notation, "See Continuation Sheet" should be entered, category totals should be inserted and all items in the category should be listed on a continuation page numbered 8a, 8b, or 9a, 9b, etc.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

A. PERSONNEL: List each position by title, show the annual salary rate and the percentage of time devoted to the project by the employee. (List position specifications in appropriate Appendix-see item 16)

i. Salaries ii. Employee Benefits			
TOTALS			

B. TRAVEL: Itemize travel expenses of project personnel by purpose (i.e. mileage, room and board). In training projects, where travel and subsistance of trainees is included, this should be separately listed indicating the number of trainees and unit costs involved.

TOTALS			

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

C. CONSULTANT SERVICES: List each type of consultant or service, the proposed fee rates, and the amount of time to be devoted to such services.

TOTALS			

D. SUPPLIES & OPERATING EXPENSES: List items within this category by major type (i.e. office supplies, telephone and postage, equipment rental, etc.) and show basis for computation ("x" dollars per month for office supplies, "y" dollars per month for telephone, etc.).

Bed space contracted for at $15 per day for boys and $10 per day for girls	$20,075.00	$18,067.50	$2,007.50
TOTALS	$20,075.00	$18,067.50	$2,007.50

E. EQUIPMENT: Each type of item to be purchased should be separately listed with unit cost.

TOTALS			

F. OTHER (specify): List each item and the cost.

TOTALS			

TOTAL PROJECT COST	$20,075.00	$18,067.50	$2,007.50

(Sum of the above category totals or all individually listed budget items)

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19. BUDGET ITEMS FOR CONSTRUCTION GRANTS: This section will be completed ONLY when grant applications includes CONSTRUCTION. In such cases grant funds will be awarded for up to 50% of the construction cost and NO FUNDS WILL BE UTILIZED FOR THE PURPOSE OF PURCHASING LAND.

ITEM	TOTAL	GRANT FUNDS	MATCHING FUNDS
Contractor's Cost			
Materials Cost (if not in contract)			
Other (specify)			
TOTAL			
	100%	50%	50%

NOTE: All applications for construction grants will be required to have the SUPPLEMENTAL CONSTRUCTION FORM attached to this application.

Obtain the SUPPLEMENTAL CONSTRUCTION FORM from the Tennessee Law Enforcement Planning Agency, Capitol Hill Building, 201 Seventh Avenue South, Nashville, Tennessee 37219.

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20. STANDARD GRANT CONDITIONS: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the Tennessee Law Enforcement Planning Agency.

A. REPORTS: Each grantee shall submit such reports as the Tennessee Law Enforcement Planning Agency shall reasonably request.

B. COPYRIGHTS: Where grantee programs produce original books, manuals, films, or other copyrightable material, the grantee may copyright such, but the Tennessee Law Enforcement Planning Agency reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to publish and use such materials.

C. PATENTS: If any discovery or invention arises or is developed in the course of or as a result of work performed in a grantee program, the grantee shall refer the discovery or invention to the TLEPA which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with Federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

D. DISCRIMINATION PROHIBITED: No person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 93-83 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518)b) of PL 93-83, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

E. USE OF FUNDS: Any funds awarded are to be expended only for the purposes and activities covered by the applicant's approved application and budget.

F. TERMINATION OF AID: This grant may be terminated in whole or in part by the Tennessee Law Enforcement Planning Commission at any time the Commission finds a substantial failure to comply with the provisions of PL 93-83, or regulations promulgated thereunder, including these grant conditions or plan, application or contract obligations, but only after notice and hearing pursuant to Commission regulations and all procedures set forth in 510 and 511 of PL 93-83.

G. INSPECTION AND AUDIT: The Tennessee Law Enforcement Planning Commission or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, which pertain to the project funded under this grant.

H. MAINTENANCE OF RECORDS: All appropriate grant records and accounts will be maintained and made available for audit as prescribed by the Commission.

I. USE OF OTHER FEDERAL FUNDS PROHIBITED: This project will not be financed in whole or in part by other federal funds.

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J. SUPPLANTING PROHIBITED: The federal funds herein awarded are not to supplant local funds, but are to be used to increase the amount of funds that would otherwise be available for this project.

K. ALLOWABLE COSTS: The allowability of charges made to funds granted under Part C and Part E of Title I of the Act, as amended, shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Bureau of the Budget Circular No. A-87 entitled "Principles for Determining Cost Applicable to Grants and Contracts with State and Local Government" (May 9, 1968) and interpreted and amplified in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

L. WRITTEN APPROVAL OF CHANGES: Grantees must obtain prior written approval from Tennessee Law Enforcement Planning Agency for major project changes. These include (a) changes of substance in project activities, designs or research plans, set forth in the approved application, (b) changes in the project director or key professional personnel identified in the approved application, and (c) changes in the approved budget.

M. FISCAL REGULATIONS: The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Tennessee Law Enforcement Planning Commission, consistent with the purposes and authorizations of PL 93-83 including those set forth in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

N. CRIMINAL PENALTIES: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration shall be subject to the provisions of Section 371 of Title 18, United States Code.

O. CLEAR AIR ACT VIOLATIONS: In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seg., as amended by PL 91-604; and Executive Order 11602, subgrants or contracts will not be made to parties convicted of any offense under the Clear Air Act.

P. RELOCATION PROVISIONS: The grantee shall assure that any program under which LEAA financial assistance must be used to pay all or part of the cost of any program or project which will result in displacement of any person shall provide that;

(a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General of the United States.

(b) Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General of the United States.

(c) Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General of the United States.

The authority for this provision is found in the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970", PL 91-646; 84 Stat 1894.

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S. RECORDING AND DOCUMENTATION OF RECEIPTS AND EXPENDITURES: Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

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U. CONTROL OF FUNDS AND TITLE TO PROPERTY: The title and control of Part E funds and title to property may not be transferred to private agencies, profit-making or otherwise, even though these may be utilized in the implementation of Part E efforts including the purchase of services and Part E funds and property will not be diverted to other than correctional uses.

V. CONSTRUCTION GRANTS: All construction grants will also include all additional conditions set forth in the Supplemental Construction Form which must be attached to this application.

21. SPECIAL GRANT CONDITIONS: Special Conditions may be added to this grant application at the discretion of the TLEPA. Notice of such Special Conditions will be given at the time the Grant Agreement is delivered to the grantee, and such Special Conditions and Grant Agreement become a binding contractual commitment and are made an inseparable part of the approved application.

22. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964: The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, creed, sex, or national origin be excluded from praticipation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

23. PROJECT IMPLEMENTATION:

(a) Within 60 days after the acceptance of the subgrant award, the subgrantee will submit a project implementation report specifying the steps taken to initiate the project and, if the project has not commenced, the reasons for delay and the expected starting date.

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24. ASSUMPTION OF COST: The applicant hereby agrees that should the project described herein prove to be valuable in reducing crime or improving the Criminal Justice System, the cost of such improvements will be assumed by the applicant after a "reasonable period of Federal Assistance." Minimum assumption of cost as established by the TLEPC reflects the following funding ratios:

First year of funding at 90/10 - Second year of funding at 80/20 - Third year of funding at 75/25 - Fourth and final year of funding at 50/50.

Applications of training, technical assistance and educational programs are exempt from the assumption of cost schedule as the TLEPC will make a determination on any annual basis regarding cost assumption for these projects.

MARCH TERM 1976

AFFIRMATION AND SIGNATURE OF AUTHORIZED OFFICIAL

I hereby affirm that the information contained in this application is, to the best of my knowledge and ability, a true and accurate statement.

DATE

SIGNATURE

TITLE

FOR TLEPA USE ONLY

This grant application has been reviewed by the staff of the Tennessee Law Enforcement Planning Agency, and I recommend

[] Approval of the application as submitted

[] Approval of the application with Special Conditions attached

[] Disapproval

DATE

Director, TLEPA

MARCH TERM 1976

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-9

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY FOR THE PURPOSE OF COUNTERACTING DRUG ABUSE TRENDS AMONG YOUTH.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, drug abuse continues to be a major factor in the impairment and/or destruction of otherwise opportunity-filled lives for the youth of our community, as well as being a cause for other social-related harms inflicted upon families and other citizens; and

WHEREAS, in order to counteract the drug abuse trend among our youthful citizenry, the Juvenile Court seeks a grant from the Tennessee Law Enforcement Planning Agency pursuant to the provisions of the Crime Control Act of 1973 (codified in 42 U.S.C. 3701); and

WHEREAS, a grant application, attached hereto and made a part hereof, if approved, would provide $26,590.00 in total funds for a county buy-in share of $1,329.50, towards the ends abovementioned.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to submit the attached grant application for the purposes hereinabove stated.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

MARCH TERM 1976

(1)

STATE OF TENNESSEE

LAW ENFORCEMENT PLANNING AGENCY

Application is hereby made for a grant under the provisions of the Crime Control Act of 1973 (42 USC 3701) in the amount and for the purpose set forth in this application.

TLEPA USE ONLY
Date Stamp

1. State Program Under Which Application is Made:

Number: _____ Title: _____

2. (a) System Component:
( )General ( ) Police ( )Judicial (X) Correctional

(b) Functional Area:

(c) Type of Application:
(X)Original ( )Continuation

(d) Has Application been submitted for A-95 review?

GRANT NUMBER

Approved ( )
Disapproved ( )
Special Cond. ( )

3. Short Title of Project: (do not exceed one line)

Hamilton County Juvenile Drug Rehabilitation Program

4. Applicant (Name, address and telephone number)

Hamilton County Juvenile Court
Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
615-698-4465

5. Project Director (Name, title address and telephone number)

Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
615-698-4465

6. Project Summary: Summarize, *in the space provided*, the most important parts of the project, including goals, impact, scope, and evaluation.

Drug abuse continues to be a major problem facing our Juvenile Justice System. Increasingly, young people are brought before the Juvenile Court to answer these charges and the rate of recidivism is extremely high.

To combat this trend the Hamilton County Drug Rehabilitation Program is in operation. Two (2) specially trained caseworkers, acting as probation officers of the Juvenile Court, deal exclusively with drug offenders through counseling and casework services, referral services, interaction with community agencies and implementation of a drug abuse prevention program in the public schools. It is also a goal of this court to provide residential treatment for the drug abuser and potential abuser through the availability of in-patien services. These services are available on a local level and referrals will begin when confirmation is received from LEAA concerning funds requested for this service.

Evaluation is predicted upon the belief that through an intensive education effort, "one to one" counseling, and the availability of residential treatment a reduction in offenses and recidivism will be achieved. Statistics will be maintained on number of offenders and repeaters and compared with previous year's trends.

7. Grant Funds	8. Local Cont.	Buy-in	9. Total Funds:	10. Duration of Project:
$19,942.50	$5,318.00	$1,329.50	$26,590.00	From 11-1-76 To 10-31-77

TLEPA 1976 Grant Application

An additional 60 days will b allowed for reimbursement

MARCH TERM 1976

LAW ENFORCEMENT PLANNING AGENCY

APPLICATION FOR ACTION GRANT

11. IDENTIFICATION OF PROBLEM: Describe nature, scope, and degree of the problem. This description explains your justification for submitting the grant application. Use meaningful facts and data to support need. (If additional space needed, attach additional sheets and number them 2a, 2b, etc.)

A major problem facing our Juvenile Justice System today is drug abuse. Increasingly, juveniles come before the court on drug related offenses. The reasons for their involvement are as varied as the young people themselves. Some use drugs to escape problems in the home. Still others, who wouldn't normally experiment with drugs, are pressured into it by their peers or are tricked into their use.

Whatever the reasons, the results are almost invariably the same: shocked parents, a ruined reputation, a criminal record, a damaged brain or a loss of life. And what of the young person who comes before the Juvenile Court? Are our efforts meeting his needs? A sentence of probation followed by the hit-and-miss services of overburdened caseworkers or a stint in a treatment center or institution; all seem to result in the same end: repeat juvenile offenses until they are old enough to be classed as adult offenders.

Three (3) of the most prominent areas where we are lagging are in drug abuse prevention education, individualized counseling of offenders and residential treatment for juvenile drug abusers.

Another trend noted is that most young people make their first acquaintance with the drug culture in junior and senior high school. Previously they attended neighborhood schools with economically and ethnically homogeneous young people of widely varied backgrounds. In overcoming feelings of inferiority or identity loss in the large institution, the new student is likely to be swayed by the more "sophisticated" groups who tour drug use as a means of gaining maturity. Adults tend to forget the tremendous pressures teenagers undergo during such periods. Presently there is little being done to counter this trend.

12. PROJECT OBJECTIVES: This is a statement of needs to solve the problem. Give a concise statement of each of the objectives of the proposed project which are precise statements of the kinds of improvements sought. (If additional space is needed, attach additional sheets and number them 3a, 3b, etc.)

During the third year of operation, the program has as its goal the continuation of reduction of both the number of juvenile drug offenders in Hamilton County and the rate of recidivism among adjudicated youths on probation for such offenses by ten per cent (10%). No reduction in the enforcement effort is envisioned.

Improved juvenile drug abuse prevention services are being provided through a program of public education with efforts being made by the Juvenile Court to isolate problems which lead to drug abuse.

An additional objective of the JuvenileCourt is to provide residential treatment for thejuvenile drug abuser. In counseling with the drug offender and his family on an out-patient basis, it is felt by the caseworkers in the program that removal from the existing environment for a short period of time would be beneficial in providing the personal and social tools necessary to cope with those stressful elements of his environment.

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13. MEANS OF ACHIEVING THE OBJECTIVES: Describe the general method, procedure, or strategy for obtaining the objectives of the project and describe the operation of the project.(If additional space is needed, attach additional sheets and number them 4a, 4b, etc)

The Hamilton County Juvenile Drug Rehabilitation Program is dealing exclusively with counseling juvenile drug offenders on a "one-to-one" basis as well as dealing with drug abuse educationand prevention. Also, the caseworkers are acting as central referral agents for all walk-in and call-in cases. Workers are also responsible for implementation of an on-going county-wide drug abuse prevention-education program. The program will be geared primarily for junior and senior high school students since it appears that this is where the young are coming into contact with drugs. Efforts are being co-ordinated between the Juvenile Court, schools, police, parent and teacher organizations and social welfare agencies to combat this problem.

Additionally, the Juvenile Court has entered into an agreement with the Council for Alcohol and Drug Abuse Services, Inc. (CADAS) whereby the Court would cover cost to house and treat cases referred by the Court to an existing residential treatment center. The Juvenile Court Drug Department and CADAS will staff each referral for residential treatment in the process of pre-treatment consultation. Upon termination from the treatment center, the two (2) juvenile court caseworkers will provide follow-up services.

The program is presently in the second year of operation and many improvements were made over the first year. We have reached or surpassed each goal we had set. Upon successful completion of the third year we hope to complete with our present funding source, LEAA.

14. PROJECT EVALUATION: Describe the procedure of measuring the degree to which each objective of the project will be achieved. (If additional space is needed, attach additional sheets and number them 5a, 5b, etc.) Be sure to include the following:

A.) Evaluation objectives: To determine effectiveness of specialized drug abuse counseling and drug abuse prevention education in reducing drug abuse among juveniles.

B.) Date Sources: General statistics from computer print-outs, Court docket books, supervisor assignment sheets, caseworker records and Court files.

C.) Method of obtaining Data: By reviewing statistical reports of the various departments of the Court and individual case files.

D.) Analysis of Data: A statistical assessment for thepresent year will be compared with previous year(s) to indicate differences in number of drug offenders appearing before the Court and to determine the rate of recedivism.

15. PROJECTED PROGRESS: Project the progress you expect to make on this project. The space provided is divided into 90 day periods and you are to indicate what percentage of the project should be completed during each three month period and in the narrative you are to describe specific accomplishments you expect to complete during each period. (If the project will be completed in less than one year, so indicate when it will be completed.)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
First 3 mos.	25%	Implementation of drug program and quarterly report
Second 3 mos.	25%	Implementation of drug program and quarterly report

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15. (Continued)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
THIRD 3 mos.	75%	Implementation of drug program and quarterly report
Fourth 3 mos	75%	Implementation of drug program, evaluation and yearly report.

16. APPENDIX: Material not actually a part of the proposal is to be placed in the appendix. Such material will include brochures, letters in support of the program, literature, personnel specifications and statement of duties for all positions requested, etc. (Label each piece of additional material separately, i.e. Appendix A, Appendix B, etc., and indicate the number and title of each in the space below.)

APPENDIX NO.	TITLE
A	
B	
C	
D	

(IF ADDITIONAL SPACE NEEDED, ADD AN ADDITIONAL PAGE NUMBERED 6a, 6b, etc)

17. BUDGET SUMMARY FOR GRANT PROJECTS: Enter totals by category as detailed on pages 8 and 9 of this application. This budget should be based on a grant year, (12 months or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
Personnel	$23,890.00	$19,944.50	$3,945.50
Travel	1,200.00		1,200.00
Consultant Services			
Supplies & Operating Expenses	1,500.00		1,500.00
Equipment			
Other (specify)			
TOTAL	$26,590.00	$19,942.50	$6,647.50
Percentage	100%	75 %	25%
State Buy-in-50% of Matching Funds or $ 1,329.50			

NOTE: Grant fund total cannot exceed 90% of the total project cost, and matching funds total must be at least 10%. Buy-in is 5% of the total project cost.

18. DETAILED PROJECT BUDGET: The budget must be completed in detail with amounts rounded to the nearest whole dollar. The budget should cover the entire project period or twelve months, whichever is less.

The budget has separate columns to show which costs or budget elements will be supported from grant funds and which from grantee matching (cash) contributions. Only matching funds expended after the date of the grant award date can be counted as matching contributions.

18. (continued) whenever the space for any budget category is inadequate to permit listing of all items, the notation, "See Continuation Sheet" should be entered, category totals should be inserted and all items in the the category should be listed on a continuation page numbered 8a, 8b, or 9a, 9b, etc.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
A. PERSONNEL: List each position by title, show the annual salary rate and the percentage of time devoted to the project by the employee. (List position specifications in appropriate Appendix-see item 16)			
i. Salaries			
1 Senior Counselor	$11,900.00	$11,598.50	$301.50
1 Counselor	8,346.00	8,346.00	
ii. Employee Benefits 18%	3,644.00		$3,644.00
TOTALS	$23,890.00	$19,944.50	$3,945.50

B. TRAVEL: Itemize travel expenses of project personnel by purpose (i.e. mileage, room and board). In training projects, where travel and subsistance of trainees is included, this should be separately listed indicating the number of trainees and unit costs involved.

Auto expense @ 12¢ per mile	$1,200.00		$1,200.00
TOTALS	$1,200.00		$1,200.00

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

C. CONSULTANT SERVICES: List each type of consultant or service, the proposed fee rates, and the amount of time to be devoted to such services.

TOTALS			

D. SUPPLIES & OPERATING EXPENSES: List items within this category by major type (i.e. office supplies, telephone and postage, equipment rental, etc.) and show basis for computation ("x" dollars per month for office supplies, "y" dollars per month for telephone, etc.).

Office Supplies and Expendable Items	$1,500.00		$1,500.00
TOTALS	$1,500.00		$1,500.00

E. EQUIPMENT: Each type of item to be purchased should be separately listed with unit cost.

TOTALS			

F. OTHER (specify): List each item and the cost.

TOTALS			

TOTAL PROJECT COST	$26,590.00	$19,942.50	$6,647.50

(Sum of the above category totals or all individually listed budget items)

19. BUDGET ITEMS FOR CONSTRUCTION GRANTS: This section will be completed ONLY when grant applications includes CONSTRUCTION. In such cases grant funds will be awarded for up to 50% of the construction cost and NO FUNDS WILL BE UTILIZED FOR THE PURPOSE OF PURCHASING LAND.

ITEM	TOTAL	GRANT FUNDS	MATCHING FUNDS
Contractor's Cost			
Materials Cost (if not in contract)			
Other (specify)			
TOTAL			
	100%	50%	50%

NOTE: All applications for construction grants will be required to have the SUPPLEMENTAL CONSTRUCTION FORM attached to this application.

Obtain the SUPPLEMENTAL CONSTRUCTION FORM from the Tennessee Law Enforcement Planning Agency, Capitol Hill Building, 201 Seventh Avenue South, Nashville, Tennessee 37219.

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20. STANDARD GRANT CONDITIONS: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the Tennessee Law Enforcement Planning Agency.

A. REPORTS: Each grantee shall submit such reports as the Tennessee Law Enforcement Planning Agency shall reasonably request.

B. COPYRIGHTS: Where grantee programs produce original books, manuals, films, or other copyrightable material, the grantee may copyright such, but the Tennessee Law Enforcement Planning Agency reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to publish and use such materials.

C. PATENTS: If any discovery or invention arises or is developed in the course of or as a result of work performed in a grantee program, the grantee shall refer the discovery or invention to the TLEPA which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with Federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

D. DISCRIMINATION PROHIBITED: No person shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 93-83 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518)b) of PL 93-83, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

E. USE OF FUNDS: Any funds awarded are to be expended only for the purposes and activities covered by the applicant's approved application and budget.

F. TERMINATION OF AID: This grant may be terminated in whole or in part by the Tennessee Law Enforcement Planning Commission at any time the Commission finds a substantial failure to comply with the provisions of PL 93-83, or regulations promulgated thereunder, including these grant conditions or plan, application or contract obligations, but only after notice and hearing pursuant to Commission regulations and all procedures set forth in §§ 510 and 511 of PL 93-83.

G. INSPECTION AND AUDIT: The Tennessee Law Enforcement Planning Commission or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, which pertain to the project funded under this grant.

H. MAINTENANCE OF RECORDS: All appropriate grant records and accounts will be maintained and made available for audit as prescribed by the Commission.

I. USE OF OTHER FEDERAL FUNDS PROHIBITED: This project will not be financed in whole or in part by other federal funds.

MARCH TERM 1976

J. SUPPLANTING PROHIBITED: The federal funds herein awarded are not to supplant local funds, but are to be used to increase the amount of funds that would otherwise be available for this project.

K. ALLOWABLE COSTS: The allowability of charges made to funds granted under Part C and Part E of Title I of the Act, as amended, shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Bureau of the Budget Circular No. A-87 entitled "Principles for Determining Cost Applicable to Grants and Contracts with State and Local Government" (May 9, 1968) and interpreted and amplified in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

L. WRITTEN APPROVAL OF CHANGES: Grantees must obtain prior written approval from Tennessee Law Enforcement Planning Agency for major project changes. These include (a) changes of substance in project activities, designs or research plans, set forth in the approved application, (b) changes in the project director or key professional personnel identified in the approved application, and (c) changes in the approved budget.

M. FISCAL REGULATIONS: The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Tennessee Law Enforcement Planning Commission, consistent with the purposes and authorizations of PL 93-83 including those set forth in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

N. CRIMINAL PENALTIES: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration shall be subject to the provisions of Section 371 of Title 18, United States Code.

O. CLEAR AIR ACT VIOLATIONS: In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seg., as amended by PL 91-604; and Executive Order 11602, subgrants or contracts will not be made to parties convicted of any offense under the Clear Air Act.

P. RELOCATION PROVISIONS: The grantee shall assure that any program under which LEAA financial assistance must be used to pay all or part of the cost of any program or project which will result in displacement of any person shall provide that;

(a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General of the United States.

(b) Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General of the United States.

(c) Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General of the United States.

The authority for this provision is found in the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970", PL 91-646; 84 Stat 1894.

Q. ENVIRONMENTAL IMPACT: Any application for subgrants, subcontracts, etc., involving; (i) the construction, purchase, lease or alteration of facilities; (ii) the implementation of programs involving the use of herbicides and pesticides; (iii) other actions determined by the Regional Administrators to possibly have a significant effect on the quality of the environment, must include either a draft environmental statement as required by Section 102(s)(c) of the National Environmental Policy Act or a declaration that the proposed action will not have a significant impact on the environment. Before accepting a negative declaration, Tennessee Law Enforcement Planning Agency will refer the application to the Law Enforcement Assistance Administration Regional Administrator who shall review the subgrant application and verify that an environmental statement is not necessary.

R. HISTORIC SITES: Before approving subgrant programs involving construction, renovation, purchasing or leasing of facilities the State Planning Agency shall consult with the State Liaison Officer for historic preservation to determine if the undertaking may have an effect on properties listed in the National Register of Historic Places. If the undertaking may have an adverse effect on the listed program properties the State Planning Agency must notify LEAA before proceeding with the Program.

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(a) Within 60 days after the acceptance of the subgrant award, the subgrantee will submit a project implementation report specifying the steps taken to initiate the project and, if the project has not commenced, the reasons for delay and the expected starting date.

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Applications of training, technical assistance and educational programs are exempt from the assumption of cost schedule as the TLEPC will make a determination on any annual basis regarding cost assumption for these projects.

MARCH TERM 1976

AFFIRMATION AND SIGNATURE OF AUTHORIZED OFFICIAL

I hereby affirm that the information contained in this application is, to the best of my knowledge and ability, a true and accurate statement.

DATE

SIGNATURE

TITLE

FOR TLEPA USE ONLY

This grant application has been reviewed by the staff of the Tennessee Law Enforcement Planning Agency, and I recommend

[] Approval of the application as submitted

[] Approval of the application with Special Conditions attached

[] Disapproval

DATE

Director, TLEPA

MARCH TERM 1976

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-10

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY FOR THE PURPOSE OF PROVIDING JUVENILE COURT LIASON COUNSELLORS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Juvenile Justice System has been recognized as a vital part of American jurisprudence in that it compliments the traditional methods of probation - supervision - counselling with a four-stage process of diversion - investigation - diagnosis - treatment implementation; and

WHEREAS, due to inherent structural limitations, the Juvenile Court is required to utilize local and state resources in order to provide treatment to those requiring such; and

WHEREAS, to better utilize said resources, liason counsellors are required and can be provided by way of grant funding available through the Tennessee Law Enforcement Planning Agency pursuant to provisions of the Crime Control Act of 1973 (codified at 42 U.S.C. 370), total funding being $19,509.00, the local County buy-in share being $975.00.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is authorized to submit a grant application, a copy of which is attached hereto and made a part hereof, for the purposes hereinabove stated.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

MARCH TERM 1976

STATE OF TENNESSEE

LAW ENFORCEMENT PLANNING AGENCY

Application is hereby made for a grant under the provisions of the Crime Control Act of 1973 (42 USC 3701) in the amount and for the purpose set forth in this application.

TLEPA USE ONLY

Date Stamp

GRANT NUMBER

PROGRAM DESCRIPTER

Approved ( )
Disapproved ( )
Special Cond. ( )

1. State Program Under Which Application is Made:

Number: _____ Title: Juvenile Deliquency Prevention

2. (a) System Component:
( )General ( ) Police ( )Judicial (X) Correctional
( ) Juvenile Delinquency
(b) Functional Area:

(c) Type of Application:
(X)Original ( )Continuation
(d) Has Application been submitted for A-95 review?
( ) Yes ( ) No

3. Short Title of Project: (do not exceed one line)
Hamilton County Juvenile Court Community Liaison Program

4. Applicant (Name, address and telephone number)
Hamilton County JuvenileCourt
Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
615-698-4465

5. Project Director (Name, title address and telephone number)

Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
615-698-4465

6. Project Summary: Summarize, *in the space provided*, the most important parts of the project, including goals, impact, scope, and evaluation.
It is becoming necessary that new service modalities be investigated and, where appropriate, implemented within the Juvenile Justice System. The Nelvs Heyne decision (1974) states that juveniles have a "right to treatment". The treatment process, as applicable to the Juvenile Justice System, can be codified into a four stage procedure: (1)Diversion; (2) Investigation; (3) Diagnosis; (4) Treatment implementation. This process is an objective oriented approach complimentary to traditional probation, supervision and limited counseling. Due to the limitation within the Juvenile Court structure, treatment has to be made accessible through utilization of community and state resouces. This required a continual awareness and liaison with said resources.

It is being proposed that two community liaison counselors be provided to implement this , in lieu of normal probation and intake procedures. Their objectives will be: (1) to reduce recedivism by determining and making available appropriate treatment; (2) where appropriate, to divert youth from the Court system by providing community resources in resolution of diagnosed problems; (3) that they explore and develop local community resources for the provision of identified needs; (4) to see that all court orders are implemented, for those cases which are assigned to them; (5) intervention with youth and families at the intake level to refer to appropriate agencies, where deemed appropriate.

CONTINUED ON ATTACHED PAGE

7. Grant Funds	8. Local Cont.	Buy-in	9. Total Funds:	10. Duration of Project:
$17,558.00	$ 975.50	$975.50	$19,509.00	From 7-1-76 To 6-30-77

TLEPA 1976 Grant Application

An additional 60 days will be allowed for [illegible]

PAGE 1a

Evaluation will be conducted by group comparison. A random sampling of cases selected from the probation officers will be compared with the case load of the community liaison workers.

LAW ENFORCEMENT PLANNING AGENCY

APPLICATION FOR ACTION GRANT

11. IDENTIFICATION OF PROBLEM: Describe nature, scope, and degree of the problem. This description explains your justification for submitting the grant application. Use meaningful facts and data to support need. (If additional space needed, attach additional sheets and number them 2a, 2b, etc.)

Juvenile Court has become a focal point focal point for referrals from the community dealing with any and all youth behavior non-acceptable to the parent or community. Many such referrals do not fit within the traditional or legal framework of the juvenile court nor are their personnel trained in specific treatment methods with the expertise to deal with the wide scope of individual problems. It is, therefore, becoming necessary that the Court begin looking for referral resources outside of the juvenile justice system to provide treatment for juvenile offenders. Referrals are more efficiently identified by professional screening at the intake level, and by diagnosis and proper community resource channeling at the probation level.

By referring youth to community resources a more varied intensive work will be accomplished for specifically identified problems. This not only will discourage recidivism but will make it possible to divert youth from the juvenile justice system.

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12. PROJECT OBJECTIVES: This is a statement of needs to solve the problem. Give a concise statement of each of the objectives of the proposed project which are precise statements of the kinds of improvements sought. (If additional space is needed, attach additional sheets and number them 3a, 3b, etc.)

Objectives for this program are:

1. To reduce, by 10%, status offense recidivism the first year of implementation; by insuring concentrated screening to channel such cases to resources whose speciality is the individual status offenders.

2. Where appropriate, to divert youth from the court system by providing community resources in resolution of diagnosed problems.

3. To explore and develop local community resources for the provision of identified needs.

4. To see that all court orders are implemented, for those cases which are assigned to them.

5. To intefvene with youth and families at the intake level to refer to appropriate agencies, where deemed appropriate.

13. MEANS OF ACHIEVING THE OBJECTIVES: Describe the general method, procedure, or strategy for obtaining the objectives of the project and describe the operation of the project.(If additional space is needed, attach additional sheets and number them 4a, 4b, etc)

It is proposed that the objectives will be best met by two (2) community liaison counselors. One counselor shall work within the scope of the Intake Department to divert youth from the Court system by making referrals to appropriate agencies, to more appropriately deal with the youth's and/or family's problem. One counselor shall work within the Probation Department to provide services for those cases referred by the judge, or those cases needing investigation and diagnosis to determine the nature of specific problems and develop a realistic prognosis for such cases.

For further explanation of job duties and qualifications, see appendix.

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14. PROJECT EVALUATION: Describe the procedure of measuring the degree to which each objective of the project will be achieved. (If additional space is needed, attach additional sheets and number them 5a, 5b, etc.) Be sure to include the following:

A.) Evaluation objectives: To rate effectiveness of project in terms of youth diverted from court system to community resources; establishment of alternate resources, intervention in family crises and development of diagnostic models.

B.) Date Sources: Official juvenile court records; intake information, legal transcripts, probationformats, diagnostic reports and community resources statistics.

C.) Method of obtaining Data: A random sampling of comparable size will be selected from the probation officers and the intake department.

D.) Analysis of Data: A random sampling of cases in the traditional method will be compared with those cases worked by the liaison counselors and an analysis of the two will be made to determine effectiveness of the program.

15. PROJECTED PROGRESS: Project the progress you expect to make on this project. The space provided is divided into 90 day periods and you are to indicate what percentage of the project should be completed during each three month period and in the narrative you are to describe specific accomplishments you expect to complete during each period. (If the project will be completed in less than one year, so indicate when it will be completed.)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
First 3 mos.	25%	Hire and train employees and begin operations as written in the project. Qaurterly report
Second 3 mos.	25%	Continue operations. Quarterly report

15. (Continued)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
THIRD 3 mos.	25%	Continue operations; quarterly report.
Fourth 3 mos	25%	Continue operations and evaluation; yearly report.

16. APPENDIX: Material not actually a part of the proposal is to be placed in the appendix. Such material will include brochures, letters in support of the program, literature, personnel specifications and statement of duties for all positions requested, etc. (Label each piece of additional material separately, i.e. Appendix A, Appendix B, etc., and indicate the number and title of each in the space below.)

APPENDIX NO.	TITLE
A	List of Qualifications for Project Employees
B	List of Duties for Project Employees
C	
D	

(IF ADDITIONAL SPACE NEEDED, ADD AN ADDITIONAL PAGE NUMBERED 6a, 6b, etc)

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Appendix No. A — Qualifications for Project Employees

I. Position Requirements for Counselors:

Should have a B.S. in psychology or a related field or related experience. Be familiar with the Tennessee Code on Juveniles, be familiar with court legal proceedings and be familiar with all available resource agencies, both local and on a state level. Should also be personable and have a working knowledge of composition and rules of English grammar.

Appendix No. B

Duties for Project Employees

I. The duties of the Intake Liaison Counselor are:

a. To interview petitioners with the primary object of determining anappropriate mode of service.

b. When a petition is deemed necessary, he or she has the responsibility of filing the petition according to TCAC.

c. When it has been determined that a petition is inappropriate, he or she has the responsibibility of directing the client to an appropriate unofficial resource.

d. He or she has the responsibility of preparation of official cases for court hearings.

e. He or she has the responsibility of working in coordination with the community service liaison counselors.

f. He or she has the responsibility of being aware of community resources and functioning as liaison between client and agency.

g. Additional duties as prescribed by the project director.

II. The duties of the Community Liaison Counselor are:

a. Interviewing clients to determine needs and method of meeting needs.

b. Counseling with youth and/or their family, where it is determined they can benefit from traditional methods of probation.

c. Gathering data and writing social investigations.

d. Making diagnosis and development of plans to provide services for treatment.

e. Referring clients to appropriate, pre-determined agencies.

f. Public relations with local agencies to promote good relations with the Court and to provide referral resources for youth and families.

g. To see that all court orders are acted on under the direction of the Supervisor of Probation Services.

h. To do personal service on all cases which they find it necessary to take before the Court, and then to introduce the case in the Court hearing.

i. Additional duties as prescribed by the project director.

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17. BUDGET SUMMARY FOR GRANT PROJECTS: Enter totals by category as detailed on pages 8 and 9 of this application. This budget should be based on a grant year, (12 months or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
Personnel	$18,408.00	$16,457.00	$1,951.00
Travel	576.00	576.00	
Consultant Services			
Supplies & Operating Expenses			
Equipment	525.00	525.00	
Other (specify)			
TOTAL	$19,509.00	$17,558.00	$1,951.00
Percentage	100%	90 %	10 %
State Buy-in-50% of Matching Funds or $ 975.50			

NOTE: Grant fund total cannot exceed 90% of the total project cost, and matching funds total must be at least 10%. Buy-in is 5% of the total project cost.

18. DETAILED PROJECT BUDGET: The budget must be completed in detail with amounts rounded to the nearest whole dollar. The budget should cover the entire project period or twelve months, whichever is less.

The budget has separate columns to show which costs or budget elements will be supported from grant funds and which from grantee matching (cash) contributions. Only matching funds expended after the date of the grant award date can be counted as matching contributions.

18. (continued) whenever the space for any budget category is inadequate to permit listing of all items, the notation, "See Continuation Sheet" should be entered, category totals should be inserted and all items in the the category should be listed on a continuation page numbered 8a, 8b, or 9a, 9b, etc.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
A. PERSONNEL: List each position by title, show the annual salary rate and the percentage of time devoted to the project by the employee. (List position specifications in appropriate Appendix-see item 16)			
i. Salaries 2 - Community Liaison Counselors @ $7800 per year	$15,600.00	$15,600.00	
ii. Employee Benefits @ 18%	2,808.00	857.00	$1,951.00
TOTALS	$18,408.00	$16,457.00	$1,951.00

B. TRAVEL: Itemize travel expenses of project personnel by purpose (i.e. mileage, room and board). In training projects, where travel and subsistance of trainees is included, this should be separately listed indicating the number of trainees and unit costs involved.

12¢ a miles @ 200 miles per month per person	$576.00	$576.00	
TOTALS	$576.00	$576.00	

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BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

C. CONSULTANT SERVICES: List each type of consultant or service, the proposed fee rates, and the amount of time to be devoted to such services.

TOTALS			

D. SUPPLIES & OPERATING EXPENSES: List items within this category by major type (i.e. office supplies, telephone and postage, equipment rental, etc.) and show basis for computation ("x" dollars per month for office supplies, "y" dollars per month for telephone, etc.).

TOTALS			

E. EQUIPMENT: Each type of item to be purchased should be separately listed with unit cost.

TOTALS			

F. OTHER (specify): List each item and the cost.

TOTALS			

TOTAL PROJECT COST	$19,509.00	$17,558.00	$1,951.00

(Sum of the above category totals or all individually listed budget items)

19. BUDGET ITEMS FOR CONSTRUCTION GRANTS: This section will be completed ONLY when grant applications includes CONSTRUCTION. In such cases grant funds will be awarded for up to 50% of the construction cost and NO FUNDS WILL BE UTILIZED FOR THE PURPOSE OF PURCHASING LAND.

ITEM	TOTAL	GRANT FUNDS	MATCHING FUNDS
Contractor's Cost			
Materials Cost (if not in contract)			
Other (specify)			
TOTAL			
	100%	50%	50%

NOTE: All applications for construction grants will be required to have the SUPPLEMENTAL CONSTRUCTION FORM attached to this application.

Obtain the SUPPLEMENTAL CONSTRUCTION FORM from the Tennessee Law Enforcement Planning Agency, Capitol Hill Building, 201 Seventh Avenue South, Nashville, Tennessee 37219.

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20. STANDARD GRANT CONDITIONS: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the Tennessee Law Enforcement Planning Agency.

A. REPORTS: Each grantee shall submit such reports as the Tennessee Law Enforcement Planning Agency shall reasonably request.

B. COPYRIGHTS: Where grantee programs produce original books, manuals, films, or other copyrightable material, the grantee may copyright such, but the Tennessee Law Enforcement Planning Agency reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to publish and use such materials.

C. PATENTS: If any discovery or invention arises or is developed in the course of or as a result of work performed in a grantee program, the grantee shall refer the discovery or invention to the TLEPA which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with Federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

D. DISCRIMINATION PROHIBITED: No person shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 93-83 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518)b) of PL 93-83, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

E. USE OF FUNDS: Any funds awarded are to be expended only for the purposes and activities covered by the applicant's approved application and budget.

F. TERMINATION OF AID: This grant may be terminated in whole or in part by the Tennessee Law Enforcement Planning Commission at any time the Commission finds a substantial failure to comply with the provisions of PL 93-83, or regulations promulgated thereunder, including these grant conditions or plan, application or contract obligations, but only after notice and hearing pursuant to Commission regulations and all procedures set forth in §§ 510 and 511 of PL 93-83.

G. INSPECTION AND AUDIT: The Tennessee Law Enforcement Planning Commission or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, which pertain to the project funded under this grant.

H. MAINTENANCE OF RECORDS: All appropriate grant records and accounts will be maintained and made available for audit as prescribed by the Commission.

I. USE OF OTHER FEDERAL FUNDS PROHIBITED: This project will not be financed in whole or in part by other federal funds.

J. SUPPLANTING PROHIBITED: The federal funds herein awarded are not to supplant local funds, but are to be used to increase the amount of funds that would otherwise be available for this project.

K. ALLOWABLE COSTS: The allowability of charges made to funds granted under Part C and Part E of Title I of the Act, as amended, shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Bureau of the Budget Circular No. A-87 entitled "Principles for Determining Cost Applicable to Grants and Contracts with State and Local Government" (May 9, 1968) and interpreted and amplified in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

L. WRITTEN APPROVAL OF CHANGES: Grantees must obtain prior written approval from Tennessee Law Enforcement Planning Agency for major project changes. These include (a) changes of substance in project activities, designs or research plans, set forth in the approved application, (b) changes in the project director or key professional personnel identified in the approved application, and (c) changes in the approved budget.

M. FISCAL REGULATIONS: The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Tennessee Law Enforcement Planning Commission, consistent with the purposes and authorizations of PL 93-83 including those set forth in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

N. CRIMINAL PENALTIES: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration shall be subject to the provisions of Section 371 of Title 18, United States Code.

O. CLEAR AIR ACT VIOLATIONS: In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seg., as amended by PL 91-604; and Executive Order 11602, subgrants or contracts will not be made to parties convicted of any offense under the Clear Air Act.

P. RELOCATION PROVISIONS: The grantee shall assure that any program under which LEAA financial assistance must be used to pay all or part of the cost of any program or project which will result in displacement of any person shall provide that;

(a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General of the United States.

(b) Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General of the United States.

(c) Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General of the United States.

The authority for this provision is found in the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970", PL 91-646; 84 Stat 1894.

Q. ENVIRONMENTAL IMPACT: Any application for subgrants, subcontracts, etc., involving; (i) the construction, purchase, lease or alteration of facilities; (ii) the implementation of programs involving the use of herbicides and pesticides; (iii) other actions determined by the Regional Administrators to possibly have a significant effect on the quality of the environment, must include either a draft environmental statement as required by Section 102(s)(c) of the National Environmental Policy Act or a declaration that the proposed action will not have a significant impact on the environment. Before accepting a negative declaration, Tennessee Law Enforcement Planning Agency will refer the application to the Law Enforcement Assistance Administration Regional Administrator who shall review the subgrant application and verify that an environmental statement is not necessary.

R. HISTORIC SITES: Before approving subgrant programs involving construction, renovation, purchasing or leasing of facilities the State Planning Agency shall consult with the State Liaison Officer for historic preservation to determine if the undertaking may have an effect on properties listed in the National Register of Historic Places. If the undertaking may have an adverse effect on the listed program properties the State Planning Agency must notify LEAA before proceeding with the Program.

S. RECORDING AND DOCUMENTATION OF RECEIPTS AND EXPENDITURES: Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

T. APPLICABILITY OF STATE AND LOCAL PRACTICES: Except where inconsistent with federal requirements, State procedures and practices will apply to funds disbursed by the TLEPA and local procedures and practices to funds disbursed by such units. Bureau of the Budget Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Government," must be complied with by grantees with respect to the treatment of specific items and their cost allowability.

U. CONTROL OF FUNDS AND TITLE TO PROPERTY: The title and control of Part E funds and title to property may not be transferred to private agencies, profit-making or otherwise, even though these may be utilized in the implementation of Part E efforts including the purchase of services and Part E funds and property will not be diverted to other than correctional uses.

V. CONSTRUCTION GRANTS: All construction grants will also include all additional conditions set forth in the Supplemental Construction Form which must be attached to this application.

21. SPECIAL GRANT CONDITIONS: Special Conditions may be added to this grant application at the discretion of the TLEPA. Notice of such Special Conditions will be given at the time the Grant Agreement is delivered to the grantee, and such Special Conditions and Grant Agreement become a binding contractual commitment and are made an inseparable part of the approved application.

22. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964: The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, creed, sex, or national origin be excluded from praticipation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

23. PROJECT IMPLEMENTATION:

(a) Within 60 days after the acceptance of the subgrant award, the subgrantee will submit a project implementation report specifying the steps taken to initiate the project and, if the project has not commenced, the reasons for delay and the expected starting date.

(b) If a project is not operational within 90 days after date of award or scheduled project starting date, further special statement explaining delay in implementation must be submitted to the Tennessee Law Enforcement Planning Agency. TLEPA may either cancel the project, deobligating the awarded funds, or where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90 day period.

24. ASSUMPTION OF COST: The applicant hereby agrees that should the project described herein prove to be valuable in reducing crime or improving the Criminal Justice System, the cost of such improvements will be assumed by the applicant after a "reasonable period of Federal Assistance." Minimum assumption of cost as established by the TLEPC reflects the following funding ratios:

First year of funding at 90/10 - Second year of funding at 80/20 - Third year of funding at 75/25 - Fourth and final year of funding at 50/50.

Applications of training, technical assistance and educational programs are exempt from the assumption of cost schedule as the TLEPC will make a determination on any annual basis regarding cost assumption for these projects.

AFFIRMATION AND SIGNATURE OF AUTHORIZED OFFICIAL

I hereby affirm that the information contained in this application is, to the best of my knowledge and ability, a true and accurate statement.

DATE

SIGNATURE

TITLE

FOR TLEPA USE ONLY

This grant application has been reviewed by the staff of the Tennessee Law Enforcement Planning Agency, and I recommend

[] Approval of the application as submitted

[] Approval of the application with Special Conditions attached

[] Disapproval

DATE

Director, TLEPA

MARCH TERM 1976

JURISDICTION

PROJECT TITLE

List the grant
previously awa

GRANT NUMBER

In this space
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fund

NOTE: All conti
Enforcement

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-11

TITLE A RESOLUTION TO ACCEPT THE BID OF SILBERMAN AND COMPANY, INC., AS AGENTS FOR THE ST. PAUL INSURANCE COMPANY, FOR CERTAIN INSURANCE COVERAGE UPON CERTAIN UNLICENSED VEHICLES AND EQUIPMENT UPON CERTAIN TERMS AND CONDITIONS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, pursuant to public notice and individual mailing, Hamilton County requested bids upon certain unlicensed vehicles and equipment for the provision of "All Risk" (Inland Marine) insurance coverage on same; and

WHEREAS, in response to said notice, bids were received by the Purchasing Agent and opened in public on March 1, 1976, at 10:00 a. m. in the office of said Agent; and

WHEREAS, bids were asked, based upon specifications that are attached hereto and made a part hereof, for one (1) and two (2) years coverage, with a flat deductible and also with a varying deductible; and

WHEREAS, it has been determined that the most economical coverage for said insured items is available through a varying deductible for two (2) years, the lowest and best bid for same being submitted by the Silberman and Company, Inc. as agents for the St. Paul Insurance Company, the amount therefor being $4,080.00.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the bid of Silverman and Company, Inc., as agents for the St. Paul Insurance Company, is hereby accepted in the amount above stated upon the terms and conditions as set forth in the aforementioned specifications, same to be paid out of the County Insurance Fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

M A R C H T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

(Judge Moore stated that this was insurance providing "All Risk" coverage in the amount of $4,080 on county vehicles. This was the lowest and best bid.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

Hamilton County hereby requests bids for insurance coverage upon certain types of unlicensed vehicles and equipment, the coverage solicited being "ALL RISK", so as to include losses from fire, theft, vandalism, etc.

1. Limits of coverage:

   a. $72,000.00 on any one covered vehicle or piece of equipment;

   b. $527,500.00 on all covered vehicles and/or pieces of equipment;

   c. $527,500.00 on all covered vehicles and/or pieces of equipment at any one location.

2. Insured vehicles and equipment, appropriately identified, are listed in a schedule which is available and can be obtained from the Purchasing Agent of Hamilton County, said schedule being current and accurate to the best of the knowledge of said County; further, said schedule is subject to addition and/or deletion from time to time, which changes, if any, will be made known to the Insuror within a reasonable time.

3. Actual Cash Valuation is provided for each item within the abovementioned schedule, said valuation determination procedure being as follows:

   a. Each Division took a physical inventory of all automobiles, trucks, or heavy equipment assigned to them.

   b. As the summaries were returned to and reviewed by the Audit Department of Hamilton County, all unusual or questionable items were investgated by contacting the proper officials.

c. Asset valuations were based upon August, 1975, average retail sales figure as per the N.A.D.A book. In questionable areas such as high mileage cars, heavy equipment, etc. dealers having knowledge in the area were consulted.

4. Bids are requested as follows:

a. Annual premium to be based upon actual cash value coverage of all items with a flat three hundred Dollars ($300.00) deductible,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

b. Annual premium to be based upon actual cash value coverage of all items with a one per cent (1%) of ACV deductible subject to a two hundred fifty Dollars ($250.00) minimum and a two thousand five hundred Dollars ($2,500.00) maximum,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

5. Hamilton County reserves the right to cancel any accepted bid at any time during the policy period without penalty and upon a pro-rata basis.

6. Hamilton County reserves the right to accept or reject any bid, in whole or in part.

7. Sample policy forms should be provided with each submitted bid.

8. Attached hereto is the Hamilton County "loss experience" as complied by the agency of Caldwell and Associates, Chattanooga, Tennessee, which agency heretofore provided similar coverage (excluding vandalism and malicious mischief).

9. Bids will be opened at the Hamilton County Purchasing Department, 1110 Dayton Blvd., Chattanooga, Tennessee, in the Offices of the Purchasing Agent, at 10 A.M., March 1, 1976.

Hamilton County "Loss Experience", excluding losses due to or caused by equipment, and only including losses due to fire, theft, lightning or transportation.

LOSS DATE	AMOUNT	NATURE OF LOSS
1973	$ 0.00	
11-25-74	21.00	Stolen battery
1-28-75	500.00	Fire loss on Atchley-type belt-loader
6-4-75	300.00	Fire loss on Cub 154 "low-boy"
11-13-75	28.00	Stolen battery
11-18-75	185.00	Stolen batteries (4), cables

This information was provided by Agent John Thompkins, Caldwell and Associates, Inc., insurance carrier during the years shown above, and is true and accurate to the best of our knowledge.

Michael J. Mahn

Michael J. Mahn, J.D.
Administrative Assistant
to the County Judge

MJM/ch

BONNY OAKS SCHOOL

	Corn Planter-Burch		100.00
	Lime Spreader - Ezee Flow		150.00
	Cutting Harrow John Deere		100.00
1975	IH Model 185 Lo Boy Tractor 3 Spindle	Ser. 39702 Engine V309814X	3,500.00
1970	N/F 165 DSL Tractor	9A-40682	3,000.00
1953	Super M. Farmall Tractor	L-50454J	500.00
	Massey Ferguson #12 Hay Balor	996-52884	500.00
1	#100 International Mower		100.00
	Cork Picker		100.00
	Post Hole Digger		100.00
	1 Row Cultivator (Ford)		100.00
	Seed Drill-John Deere		200.00
	Manure Spreader-International		350.00
	Combine-McCormick		1,000.00
	Elevator Smoker		750.00
	Feed Grinder-McCormick		250.00
	Grader-Dearborn		100.00
	Drag Harrow-Burch		100.00
	Corn Wagon		100.00
	Plow		100.00
	Cultivator Dearborn		100.00

WILLIAM L BORK MEMORIAL HOSPITAL

1973	Ford 2000 Eight Speed Tractor		3,500.00
1974	EZ GO ELECTRIC CART	354X2592	2,000.00

COUNTY PARK

1970	Ford Tractor	F1080380	2,000.00
1965	Ford Tractor	91387	1,200.00
1974	Ford Back Hoe	42561	16,000.00

GEORGIA-TENNESSEE REGIONAL HEALTH

1974	International Model 175-C-PS 429000IU2046		35,000.00
1972	D-7F Dozier Cat with Small Blade	SN#94N-4522	33.000.00
1972	D-7F Dozier Cat with Big Blade	SN#94N-4595	35,000.00
1951	Grader Cat	SN#3U-2836	1,500.00
	Series F Model 435 Pan		5,000.00

HIGHWAY DEPARTMENT

EQUIPMENT

1953	Caterpillar Grader	8T11904	1,750.00
1954	Caterpillar Grader w/Rome Brush Cutters	8T15521	3,500.00
1957	Caterpillar Grader 12W w/Rome Brush Cutters	80C-935	7,500.00
1958	Caterpillar Grader 12W	70D-240	12,500.00
1973	WABCO Grader - Model 444	855C160	22,000.00
1955	Bucyrus Erie Shovel	113930	2,750.00
	205 Koehring Shovel	C-0603	2,750.00
	35M Marion Shovel	22555	5,000.00
1973	John Deere Model 450B Crawler Tractor W/Front End Loader	159580	16,000.00
1974	Barber-Greene Model SB-140 Asphalt Finisher		40,000.00
	Barber-Greene Model SB-110 Asphalt Finisher		40,000.00
1964	Galion Grader	118-H06239	3,500.00
1969	Huber Motor Grader	DG-231053	6,000.00
	Caterpillar D-6C Dozer	74A1051	22,000.00
	Caterpillar D-6 Dozer	9U-20452	5,000.00
1967	Ford 4500 Diesel Tractor & Backhoe	53BHW	5,500.00
1973	Long Backhoe	1400	16,000.00
	202M Ferguson Loader & Backhoe	54BHW	2,500.00
1957	HAH Payloader (Hugh)	4A1094	1,900.00
1960	HAH Payloader (Hugh)	4BB-1942	1,900.00
1963	Trojan Front-end Loader	11864	1,900.00

EQUIPMENT CONTINUED

	933 Caterpillar Track Loader	42A2076	3,900.00
1963	55T Galion Roller		1,500.00
	Galion 9 Wheel Selfpropelled Pneumatic Tired Roller		7,000.00
	Galion Steel Wheel Roller 8 to 10 Ton 5485		7,500.00
1963	Galion Roller		750.00
	Little Ford Roller 160	32RW	500.00
	Kelley-Creswell Line Striper WV4		2,200.00
1973	Etnyre Blacktopper Distributor Model J-4777		15,000.00
1961	Athey Belt Loader	1748	1,700.00
1961	Athey Belt Loader	1699	1,700.00
1961	Athey Belt Loader	1749	1,700.00
1954	Case Mower		300.00
1957	International Mower		400.00
1964	International Mower 140	26353J	800.00
1964	International Mower 140	26351J	800.00
1964	International Mower 140	26354J	800.00
1968	International Mower 140	38700J	1,000.00
1968	International Mower 140	38704J	1,000.00
1960	Ford Tractor with Bush Hog		1,000.00
1960	Ford Tractor Post Hole Digger	117172	1,000.00
1957	Gardner Denver Air Compressor	194924	400.00
1970	Pull Type Sweeper		750.00
	Portable Air Compressor Westinghouse 11599		400.00
	Asplundle Chipper		1,000.00
	Asplundle Chipper		1,000.00
	Asplundle Brush Chipper	JEX	1,000.00

Equipment Continued

International Farm Tractor		400.00
Thrifty Plow		100.00
Massey Ferguson Baler #12	966520911	1,000.00
Massey Ferguson Tractor 150	9A183919	2,700.00
Massey Ferguson #43 Plow	1379010667	1,200.00
Atkin Mower Model TH	0045695	500.00
J50 Air Hammer	66J50R2290	500.00
Air Hammer	1J50607718	500.00
Trailer Flat Bed		400.00
Low Boy Trailer Phelan	1140	800.00
Low Boy Trailer	G25664	800.00
Clark Lift	CE4435	200.00
Ford Tractor W/Mower		3,500.00
Ford Tractor W/Snower		3,500.00
75 Galion 12T Asphalt Roller		19,000.00
75 Warren Swasey Grade All		71,800.00

Silverman and Company, Inc.
Since 1888

500 LINDSAY STREET / P.O. BOX 11264 / CHATTANOOGA, TN. 37401 / TELEPHONE 756-5222

February 6, 1976

Mr. Michael J. Mahn, J.D.
Administrative Assistant to the County Judge
Hamilton County Courthouse
Chattanooga, TN 37402

Dear Mr. Mahn:

As agents for the St. Paul Insurance Company, we are quoting for insurance coverages under certain types of unlicensed vehicles and equipment as follows.

A. One Year Premium - $3,376
Two Year Premium - $6,246

B. One Year Premium - $2,648
Two Year Premium - $4,080

Standard Forms of Policy will be used which will be the same as those sent to you in our quote of February 5 in the American Insurance Company.

I trust that we may be favored with this business.

Cordially yours,

C. L. Alexander

CLA:gw

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

Hamilton County hereby requests bids for insurance coverage upon certain types of unlicensed vehicles and equipment, the coverage solicited being "ALL RISK", so as to include losses from fire, theft, vandalism, etc.

1. Limits of coverage:

   a. $72,000.00 on any one covered vehicle or piece of equipment;

   b. $527,500.00 on all covered vehicles and/or pieces of equipment;

   c. $527,500.00 on all covered vehicles and/or pieces of equipment at any one location.

2. Insured vehicles and equipment, appropriately identified, are listed in a schedule which is available and can be obtained from the Purchasing Agent of Hamilton County, said schedule being current and accurate to the best of the knowledge of said County; further, said schedule is subject to addition and/or deletion from time to time, which changes, if any, will be made known to the Insuror within a reasonable time.

3. Actual Cash Valuation is provided for each item within the abovementioned schedule, said valuation determination procedure being as follows:

   a. Each Division took a physical inventory of all automobiles, trucks, or heavy equipment assigned to them.

   b. As the summaries were returned to and reviewed by the Audit Department of Hamilton County, all unusual or questionable items were investigated by contacting the proper officials.

c. Asset valuations were based upon August, 1975, average retail sales figure as per the N.A.D.A book. In questionable areas such as high mileage cars, heavy equipment, etc. dealers having knowledge in the area were consulted.

4. Bids are requested as follows:

a. Annual premium to be based upon actual cash value coverage of all items with a flat three hundred Dollars ($300.00) deductible,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

b. Annual premium to be based upon actual cash value coverage of all items with a one per cent (1%) of ACV deductible subject to a two hundred fifty Dollars ($250.00) minimum and a two thousand five hundred Dollars ($2,500.00) maximum,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

5. Hamilton County reserves the right to cancel any accepted bid at any time during the policy period without penalty and upon a pro-rata basis.

6. Hamilton County reserves the right to accept or reject any bid, in whole or in part.

7. Sample policy forms should be provided with each submitted bid.

8. Attached hereto is the Hamilton County "loss experience" as complied by the agency of Caldwell and Associates, Chattanooga, Tennessee, which agency heretofore provided similar coverage (excluding vandalism and malicious mischief).

9. Bids will be opened at the Hamilton County Purchasing Department, 1110 Dayton Blvd., Chattanooga, Tennessee, in the Offices of the Purchasing Agent, at 10 A.M., March 1, 1976.

Equipment Continued

International Farm Tractor		[illegible]
Thrifty Plow		[illegible]
Massey Ferguson Baler #12	966520311	[illegible]
Massey Ferguson Tractor 150	9A183910	2,70[illegible]
Massey Ferguson #43 Plow	1379010667	[illegible]
Atkin Mower Model TH	0045695	[illegible]
J50 Air Hammer	66J50[illegible]	[illegible]
Air Hammer	135020[illegible]	[illegible]
Trailer Flat Bed		[illegible]
Low Boy Trailer Phelan	1140	900.00
Low Boy Trailer	025664	800.00
Clark Lift	C[illegible]	[illegible]
Ford Tractor W/Mower		3,[illegible]
Ford Tractor W/Snower		3,560.00
75 Galion 12T Asphalt Roller		19,000.00
75 Warren Swasey Grade All		71,800.00

Hamilton County "Loss Experience", excluding losses due to or caused by equipment, and only including losses due to fire, theft, lightning or transportation.

LOSS DATE	AMOUNT	NATURE OF LOSS
1973	$ 0.00	
11-25-74	21.00	Stolen battery
1-28-75	500.00	Fire loss on Atchley-type belt-loader
6-4-75	300.00	Fire loss on Cub 154 "low-boy"
11-13-75	28.00	Stolen battery
11-18-75	185.00	Stolen batteries (4), cables

This information was provided by Agent John Thompkins, Caldwell and Associates, Inc., insurance carrier during the years shown above, and is true and accurate to the best of our knowledge.

Michael J. Mahn

Michael J. Mahn, J.D.
Administrative Assistant
to the County Judge

MJM/ch

[illegible]	[illegible] 1600 [illegible] Speed [illegible]		
1974	EZ (2) ELECTRIC CART	[illegible]	[illegible].00

[illegible] PARK

1970	Ford Tractor	[illegible]	[illegible]
1965	Ford Tractor [illegible]	91738	[illegible]
1974	Ford Back Hoe	42 [illegible]	16,0[illegible]

GEORGIA-TENNESSEE REGIONAL HEALTH

1974	International Model 175 G-PS [illegible]		35,0[illegible]
1972	D-7F Dozier Cat with Small Blade [illegible]		[illegible]
1972	D-7F Dozier Cat with Big Blade [illegible]		6,000.00
1951	Grader Cat	SN[illegible]	1,50[illegible]
	Series F Model 435 Pa[illegible]		[illegible]

HIGHWAY DEPARTMENT

EQUIPMENT

1953	Caterpillar Grader	[illegible]	1,750.00
1954	Caterpillar Grader w/Rome Blade Cutters	8T-[illegible]	3,500.00
1957	Caterpillar Grader [illegible] w/[illegible]	80[illegible]	7,500.00
1958	Caterpillar Grader [illegible]	70[illegible]	12,000.00
1973	WABCO Grader - Model 44[illegible]	8[illegible]	22,000.00
1955	Bucyrus Erie Shovel	[illegible]	2,750.00
	205 Koehring Shovel	C-060[illegible]	2,750.00
	35M Marion Shovel	2[illegible]	5,000.00
1973	John Deere Model 450B Crawler Tractor W/Front End Loader	[illegible]	16,000.00
1974	Barber-Green - Model [illegible]-140 Asphalt Blacktopper	[illegible]	40,000.00
	Barber-Green Model [illegible]-110 Asphalt Blacktopper	[illegible]	40,000.00
1964	Galion Grader	118-H06[illegible]	3,500.00
1969	Huber Maror Grader	DG-231053	6,000.00
	Caterpillar D-6C Dozer	74A1C[illegible]	22,000.00
	Caterpillar D-6 Dozer	9U-20452	5,500.00
1967	Ford 4500 Diesel Tractor & Backhoe	53809	5,500.00
1973	Long Backhoe	1400	16,000.00
	202H Ferguson Loader & Backhoe	54[illegible]	2,500.00
1957	HAR Payloader (Hough)	[illegible]1094	1,900.00
1960	HAR Payloader (Hough)	4BB-1947	1,900.00
1963	Trojan Front end Loader	11864	1,900.00

EQUIPMENT CONTINUED

	933 Caterpillar Track Loader	[illegible]	[illegible]
1963	551 Galion Roller		[illegible]
	Galion 9 Wheel Selfpropelled Pneumatic [illegible]		[illegible]
	Galion Steel Wheel Roller 8 to 10 Ton [illegible]		[illegible]
1963	Galion Roller		789.00
	Little Ford Roller 160	[illegible]	[illegible]
	Kelley-Crossell Line Striper W34		[illegible]
1973	Ernyre Blacktopper Distributor Model [illegible]		[illegible]
1961	Athey Belt Loader	[illegible]	[illegible]
1961	Athey Belt Loader	1699	[illegible]
1961	Athey Belt Loader	[illegible]	[illegible]
1954	Crane Mower		300.00
1957	International Mower		[illegible]
1964	International Mower 140 [illegible]	263534	500.00
1964	International Mower 140	263513	[illegible]
1964	International Mower 140	262540	[illegible]
1968	International Mower 140	387603	[illegible]
1968	International Mower 140	387643	[illegible]
1960	Ford Tractor with Bush Hog		[illegible]
1960	Ford Tractor Post Hole Digger	[illegible]	[illegible]
1957	Gardner Denver Air Compressor	[illegible]	[illegible]
1970	Pull Type Sweeper		[illegible]
	Portable Air Compressor Westinghouse [illegible]		[illegible]
	Asplundh Chipper		[illegible]
	Asplundh Chipper		[illegible]
	Asplundh Brush Chipper	[illegible]	1,[illegible].00

BONNY OAKS SCHOOL

	Corn Planter-Burch		100.00
	Lime Spreader - Knee Flow		150.00
	Cutting Harrow John Deere		100.00
1975	IH Model 185 Lo Boy Tractor Serc. 39/02 #3 Spindle	Engine V [illegible]	3,500.00
1970	N/F 165 DSL Tractor	9A-40582	3,000.00
1953	Super H. Farmall Tractor	L-504543	500.00
	Massey Ferguson #12 Hay Baler	999-[illegible]	500.00
	#100 International Mower		100.00
	Cork Picker		100.00
	Post Hole Digger		100.00
	1 Row Cultivator (Ford)		100.00
	Seed Drill-John Deere		200.00
	Manure Spreader-International		350.00
	Combine-McCormick		1,000.00
	Elevator Smoker		750.00
	Feed Grinder-McCormick		250.00
	Grader-Dearborn		100.00
	Drag Harrow-Burch		100.00
	Corn Wagon		100.00
	Plow		100.00
	Cultivator Dearborn		100.00

YOUR Independent Insurance AGENT SERVES YOU FIRST
Insurors of Tennessee

STANLEY LACHMAN CO., INC.
GENERAL INSURANCE
HAMILTON NATIONAL BANK BUILDING
CHATTANOOGA, TENNESSEE 37401
TELEPHONE 615/266-6191

February 27, 1976

Hamilton County Purchasing Dept.
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

RE: Bid for Insurance Coverage on
Unlicensed Vehicles and Equipment

Gentlemen:

We are pleased to submit the following bid in accordance with the request and specifications provided by your Mr. Michael J. Mahn.

The annual premium based upon actual cash value totaling $527,500, with a flat $300 deductible, would be $3,297.00.

The annual premium based upon an actual cash value totaling $527,500, with a 1% actual cash value deductible subject to a $250 minimum and $2,500 maximum deductible, would be $2,637.00.

The company has declined to quote a rate for two (2) years' coverage, as the second year's premium would be determined by your values and experience.

Our bid is quoted in Federal Insurance Company, and you will find a copy of their Contractor's Equipment Floater Form attached. May we say that their form is very broad coverage, on a blanket basis, including tools which are not normally included under such a form, and including property leased, loaned or rented to others. Furthermore, there are certain optional additional coverages available if you desire them, such as waiver of depreciation, deletion of the Overload Exclusion, and rental expense coverage.

We appreciate your invitation to bid on this insurance.

Cordially yours,

Lawrence D. Levine

Lawrence D. Levine
President

LDL/11
Attachment

"The Agency of Service"

COMMERCIAL INLAND MARINE

CHUBB

CONTRACTORS EQUIPMENT FLOATER

(80% COINSURANCE) (ACTUAL CASH VALUE)

commercial only
.625 rate w/ 300 D/A
flat
.50 w/ 1% 250 min.
2500. max.

Attached to and forming part of Policy No.
of the

THIS POLICY COVERS:

Contractors equipment, meaning machinery including accessories and spare parts, tools and equipment usual to the business of the insured; the property of the insured, or the property of others leased or rented to the insured and for which the insured may be liable. (See reverse for property excluded)

TERRITORIAL LIMITS

This policy covers the property insured within the continental limits of the United States and Canada, excluding while underground (except while in transit through vehicular or railroad tunnels) or waterborne (except while in transit on ferries or carfloats).

AMOUNT INSURED and LIMIT OF LIABILITY

The aggregate amount insured hereunder is $_____ but it is mutually agreed that this Company shall not be liable for more than $_____ in any one loss, disaster or casualty, not exceeding however $_____ with respect to any unscheduled item (as constituted at time of loss) nor, with respect to any scheduled item, the amount specifically insured on the item.

DEDUCTIBLE

In consideration of the reduced premium for which this policy is written, it is agreed that each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of $_____ shall be deducted.

In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of this Company under this policy until the sum paid by them has been made up.

THIS POLICY INSURES AGAINST:

All risks of direct physical loss of, or damage to the insured property except as hereinafter excluded.

THIS POLICY DOES NOT INSURE AGAINST:

(a) Wear and tear, gradual deterioration, inherent vice, or latent defect;
(b) Loss or damage caused by exceeding the manufacturers rated capacity of the equipment;
(c) Mechanical or electrical breakdown or failure unless fire or explosion ensues, and then for such loss or damage caused by fire or explosion only;
(d) Infidelity of persons to whom the insured property may be entrusted (carriers for hire excepted);
(e) Loss or damage caused by or resulting from perils of the war risk exclusion as defined on back hereof;
(f) Loss by nuclear reaction or nuclear radiation or radioactive contamination as defined on back hereof.

THE PROVISIONS PRINTED ON THE BACK OF THIS FORM ARE HEREBY REFERRED TO AND MADE PART HEREOF.

FORM 19220 (ED. 12-70)

STANLEY LACHMAN CO., INC. 8941 (20M) PRINTED IN U.S.A.
P. O. Box 6036
Chattanooga, Tenn. 37401

THIS POLICY DOES NOT COVER:

(a) Automobiles, motorcycles, motor trucks, trailers and semi-trailers and the automotive power units designed therefor, any other vehicles designed for highway use to transport persons or property; unless unlicensed and not operated on public roads;
(b) Watercraft, aircraft; plans, blueprints, specifications, designs or any similar property; accounts, bills, deeds, evidences of debt, money or securities;
(c) Property which is intended for, or has become, a permanent part of any structure.

VALUATION

Property covered hereunder, whether or not scheduled, is valued in accordance with the valuation clause in the basic policy to which this form is attached.

COINSURANCE

This Company shall not be liable for a greater proportion of any loss or damage to the property described herein than the amount insured hereunder bears to 80% of the actual cash value of said property at the time such loss or damage shall happen, nor for more than the proportion which the amount insured hereunder bears to the total insurance thereon. If the insurance under this policy be divided into two or more items, the foregoing shall apply to each item separately.

INSPECTION OF RECORDS

All records of the Insured pertaining to this insurance or the subject thereof shall at any reasonable time be open to inspection by a duly authorized representative of this Company.

OTHER INSURANCE

It is a condition of this policy that any insurance granted herein shall not cover (except as to the liability of the Insured) when there is any other insurance which would attach if this policy had not been issued whether such insurance be in the name of the Insured or any third party. If, however, under the terms of such other insurance (in the absence of this policy) the liability would be for a less amount than would have been recoverable under this policy (in the absence of such other policy) then this policy attaches on the difference.

NUCLEAR EXCLUSION AND WAR RISK EXCLUSION CLAUSES

Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy. *But whenever this policy does insure against the peril of fire, then the preceding clause will NOT be effective, and the following clause will apply:* loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

CHUBB

CONTRACTORS EQUIPMENT FLOATER
Endorsement #

Total A/P
$

Policy No.
Effective date, of this endorsement
Producer

Insured _____

These can be quoted if desired by insured

OPTIONAL ADDITIONAL COVERAGES

It is understood and agreed that the following endorsements numbered _____ are hereby made part of this policy; those endorsements not specifically referred to by number above and for which a specific premium is not indicated are null and void.

1. **Partial Loss, Waiver of Depreciation:** In consideration of an additional premium of $ _____ it is agreed that no deduction for depreciation shall be taken on the adjustment of any partial loss that does not exceed 10% of the actual cash value of the item.

2. **Deletion of Overload Exclusion:** In consideration of an additional premium of $ _____ it is agreed that exclusion (b) "Loss or damage caused by exceeding the manufacturers rated capacity of the equipment" is hereby voided.

3. **Rental Expense Coverage:** In consideration of an additional premium of $ _____ it is agreed this Company shall reimburse the Insured for expense incurred for the rental of substitute equipment when such rental is made necessary, (a) by loss of or damage to the insured's own equipment covered by this policy by a peril covered by this policy, and (b) to continue as nearly as practicable the normal operation on work in progress, and (c) when the insured does not have equivalent, idle equipment at his disposal.

   Reimbursement is limited to such expense incurred during the period commencing seventy-two (72) hours after the property damage loss has been reported to the Company and terminating regardless of expiration of the policy period, when the insured property has been (a) replaced, or (b) restored to service, or (c) the need no longer exists whichever first occurs.

   This Company shall not be liable for more than the actual daily rental expense, not exceeding $ _____ per day, nor for more than $ _____ in the aggregate for all such reimbursable expenses during any one policy year.

   It is mutually agreed that due diligence and dispatch will be used to repair or replace the lost or damaged property.

All other terms and conditions remain unchanged.

STANLEY LACHMAN CO., INC.
P. O. Box 6036
Chattanooga, Tenn. 37401
Authorized Representative

Form 19240 (Ed.4-73)

K-9156 (25M) PRINTED IN U.S.A.

YOUR Independent Insurance AGENT SERVES YOU FIRST
Insurors of Tennessee

BOB GAYLE INSURANCE AGENCY, INC.
3611 BRAINERD ROAD, P. O. BOX 8667 • CHATTANOOGA, TENN. 37411 • 698-8066
Complete Insurance Coverages

February 27, 1976

Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, Tennessee 37415

Re: Bid for Insurance Coverage Upon Certain Types of Unlicensed Vehicles& Equipment Per Schedule Furnished By Your Office

Gentlemen:

We propose to bid this coverage per your specifications in the Royal Globe Insurance Company as bid specification 4a - annual premium based on actual cash value of all items with a flat $300.00 deductible for one year's coverage at an annual rate of .53 per $100.00, or $2,796.00 based on present schedule.

With the same description for two year's coverage prepaid, we propose to write thia at .98 per $100.00 or $5,170.00 for the term.

For alternate bid 4b - annual premium based on actual cash value coverage of all items with a 1% of actual cash value deductible subject to a $250.00 minimum and $2,500.00 maximum, our rate would be .60 per $100.00, or $3,165.00 for one year. Our rate for a two year period for bid 4b would be 1.11 per $100.00 or $5,855.00 for the term.

Attached herewith is a copy of their form under which they would propose to provide this coverage.

Yours very truly,

R. B. Gayle, CPCU

BBG/bl
Encl.

CONTRACTOR'S EQUIPMENT FLOATER FORM — BROAD FORM

INLAND MARINE

ROYAL-GLOBE INSURANCE

This form is attached to and hereby made a part of the policy designated and is effective as of the date indicated.

SIGNED BY

AUTHORIZED REPRESENTATIVE

EFF. DATE (MO., DAY, YR.)	POLICY NUMBER

COMPANY	AMOUNT	RATE	PREMIUM

1. PROPERTY COVERED

(a) This policy covers the following scheduled property of the Insured, not exceeding the amount insured for each of the items listed; and

(b) In consideration of the agreement by the Insured to report additional property of the kind insured hereunder, acquired by the Insured subsequent to the attachment date of this policy, within thirty (30) days from the date acquired and to pay full premium thereon from the date acquired at pro rata of the current rates of the Company for such insurance, this policy covers on such additionally acquired property for not exceeding $_____ It is specifically understood and agreed by the Insured that this policy shall cease to cover such additionally acquired property if it is not reported to the Company within the stated thirty (30) day period. It is further agreed that this Company shall be liable for no greater proportion of any loss than the amount above bears to 100% of the aggregate actual cash value of all newly acquired property covered hereunder at the time when such loss shall occur.

2. SCHEDULE

ITEM NO.	DESCRIPTION OF MACHINE & MODEL NO.	MOTOR OR SERIAL NO.	AMOUNT INSURED

3. LIMIT OF LIABILITY IN ANY ONE CASUALTY

The liability of this Company shall not exceed $_____ in any one loss, casualty or disaster, including salvage charges or other expenses or all combined.

4. DEDUCTIBLE AMOUNT

Each claim for loss under this policy shall be adjusted separately and from the amount of each adjusted claim the sum of $_____ shall be deducted.

5. PERILS INSURED

This policy insures against all risks of direct physical loss of or damage to the property covered, except as provided elsewhere in this policy.

6. PROPERTY NOT COVERED

This policy does not cover:

(a) Automobiles, motor trucks, tractors, trailers, motorcycles, or similar conveyances designed for highway use; aircraft or watercraft.

(b) Plans, blueprints, designs or specifications;

(c) Property while underground, underwater, airborne, or waterborne (except while being transported on a regular ferry line);

(d) Property which has become a part of any structure;

(e) Property while leased, loaned or rented to others;

(f) Spare or replacement parts; supplies.

7. EXCLUSIONS AND LIMITATIONS

This policy does not insure against loss:

(a) Caused by the weight of a load exceeding the rated lifting or supporting capacity of any machine;

(b) To any crane boom or derrick boom while such booms are being operated or used, unless directly caused by fire, lightning, windstorm, explosion or overturning of the machine of which it is a part (the term "boom" shall include any extension thereof);

(c) To dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electricity other than lightning unless fire or explosion ensues and then only for loss or damage from such ensuing fire or explosion;

(d) To tires or tubes, unless directly caused by fire, windstorm, or theft, or is coincident with and from the same cause as other loss insured by this policy;

(e) Caused by any repairing, adjusting, servicing, remodeling or maintenance process; or resulting from structural, mechanical or electrical breakdown or failure; unless fire or explosion ensues and then only for the loss caused by such ensuing fire or explosion.

(f) Misappropriation, secretion, conversion, infidelity or any dishonest act on part of the Insured or other party of interest, his or their employees, while working or otherwise, or agents, or others to whom the property may be entrusted (carriers for hire excepted);

(g) From unexplained loss, mysterious disappearance or shortage disclosed by taking inventory;

(h) By gradual deterioration, wear and tear, faulty design, obsolescence, latent defect, rust, corrosion, inherent vice, overheating or freezing; explosion originating within steam boilers, steam piping, pressure vessels or internal combustion engines of the property insured;

(i) Caused by delay, loss of market or loss of use;

(j) Caused by or resulting from:

(1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;

(2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

(3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

(k) Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

THIS FORM IS SUBJECT TO ADDITIONAL STIPULATIONS PRINTED ON THE BACK HEREOF

X9727E

8. **GEOGRAPHICAL LIMITS**
This policy insures only while the property is at locations within or is in transit within and between the states of the United States (excluding Alaska and Hawaii), the District of Columbia, and Canada, but subject always to the limitations, conditions, exclusions and exceptions stated herein.

OTHER CONDITIONS

9. This insurance does not cover loss caused by or resulting from the neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss.
10. The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality or the amount insured by this policy.
11. This Company shall be liable for no greater proportion of any loss than the amount hereby insured bears to 100% of the actual cash value of the property described herein at the time when such loss shall occur. The provisions of this clause shall apply separately to each item covered hereunder.
12. If at the time of loss or damage there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance.
13. Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefor, is released, impaired or lost, shall render this policy null and void, but the Insurer's right to retain or recover the premium shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.

All other terms and conditions of the policy remain unchanged.

X9727E

CONTRACTOR'S EQUIPMENT FORM—ALL RISKS

Attach only to Policies Series No. TR

This policy covers on the property described below or in schedule attached, to not exceeding the amount specified in respect of each of the items described against loss or damage thereto, directly caused by the risks and perils insured against.

This Company shall not be liable for more than Dollars ($) in any one disaster, either in the case of partial or total loss or salvage charges or any other charges or all combined.

DESCRIPTION OF PROPERTY	MANUFACTURER	IDENTIFYING MARKS AND NUMBERS	AMOUNT OF INSURANCE

THIS POLICY INSURES AGAINST ALL RISKS OF PHYSICAL LOSS OR DAMAGE FROM ANY EXTERNAL CAUSE, EXCEPT AS HEREINAFTER PROVIDED:

THIS POLICY DOES NOT INSURE AGAINST:

1. Loss or damage to crane or derrick boom(s) while being operated unless directly caused by fire, lightning, hail, windstorm, explosion, riot, riot attending a strike, civil commotion, aircraft, other vehicles, landslide or overturning of the unit of which it is a part;
2. Loss or damage occasioned by the weight of a load exceeding the MANUFACTURERS RATED lifting or supporting capacity of any machine;
3. Loss or damage, except by fire, while the insured property is being waterborne (except while on a regular ferry line) unless otherwise endorsed hereon;
4. Loss or damage to automobiles, trucks, tractors, trailers or similar conveyance licensed for highway use; watercraft and aircraft; plans, blueprints, designs or specifications; or to underground property or property while located underground;
5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electricity other than lightning unless fire ensues and then only for loss or damage from such ensuing fire;
6. Loss or damage caused by or resulting from wear, tear, latent defects, gradual deterioration, rust, dampness of atmosphere, extremes of temperature.
7. Loss or damage caused by or resulting from mechanical breakdown or failure, unless fire or explosion ensues and then only for the ensuing damage.
8. Loss or damage occasioned by or resulting from the infidelity or dishonest acts of the Insured, of the Insured's employees; or of persons to whom the property is entrusted;
9. Loss of market, delay or loss of use howsoever caused;

SPECIAL CONDITIONS

1. Each claim for loss or damage (separately occurring) shall be be adjusted separately, and from the amount of each such adjusted claim or the applicable limit of liability, whichever is less, the following amount shall be first deducted and borne by the Insured: A sum equal to % of the amount of insurance applicable to each item involved in the loss subject, however, to a minimum of $ and a maximum of $ for any one occurrence.
2. Upon the Company's request, the named insured shall exhibit the damaged property to the Company and produce for the Company's examination all pertinent records of sales and purchases including invoices or certified copies of same if the originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate;
3. It is a condition of this insurance, that all articles insured hereunder are in sound condition at the time of attachment of this insurance;
4. This Company shall not be liable for a greater proportion of any loss, damage or expense to the unscheduled property insured hereunder than the amount of insurance under this policy bears to 100 percent of the actual cash value of the property described herein at the time such loss or damage shall occur. If this policy covers scheduled items this condition applies to each item separately.
5. Each item of the schedule is deemed to be separately insured.
6. This policy is extended to cover additional items of a nature similar to those scheduled herein the property of the Insured, which items have been acquired subsequent to the attachment date and during the term of this policy. In consideration of this extension the Insured agrees to report such additions within thirty (30) days from the date acquired and to pay premium thereon from the date acquired at pro rata of the policy rate. It is specifically understood and agreed, however, that this policy shall cease to cover such additional items if they are not reported to the Company within the said thirty (30) day period. This Company shall not be liable under the provisions of this clause for more than the actual cash value of such property, and in no event for not exceeding 25% of the total amount of insurance under this policy, or $10,000 whichever is the lesser.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

M 2446 (F) 11/72

BOB GAYLE INSURANCE AGENCY, INC.

3611 BRAINERD ROAD, P. O. BOX 8667 • CHATTANOOGA, TENN. 37411 • 698-8066

Complete Insurance Coverages

February 27, 1976

Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, Tennessee 37415

Re: Bid for Insurance Coverage Upon Certain Types of Unlicensed Vehicles & Equipment Per Schedule Furnished by Your Office

Gentlemen:

We propose to bid this coverage per your specifications in the Home Insurance Company as bid specification 4a - annual premium based on actual cash value of all items with a flat $300.00 deductible for one year's coverage at an annual rate of .58 per $100.00 or an annual premium of $3,060.00. They do not choose to bid a rate for two year's coverage.

Based on bid specification 4b - annual premium to be based on actual cash value coverage on all items with 1% of actual cash value deductible subject to a $250.00 minimum and $2,500.00 maximum, the rate would be .50 per $100.00 or an annual premium of $2,638.00. They do not choose to submit a bid for two year's coverage.

Attached is a sample of the form under which they would propose to write this coverage.

Yours very truly,

R. B. Gayle, CPCU

RBG/bl
Encl.

BOB GAYLE INSURANCE AGENCY, INC.

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Attached is a sample of the form under which they would propose to write this coverage.

Yours very truly,

R. B. Gayle, CPCU

RBG/bl
Encl.

TRANSPORTATION POLICY

STOCK COMPANY

The HOME Insurance Company
New York, N.Y.

TR—

NAMED INSURED AND ADDRESS

PRODUCER

Inception _____ (Mo. Day Yr.) Expiration _____ (Mo. Day Yr.)

_____ Producer No. - OPC

AMOUNT $_____ RATE_____ PREMIUM $_____

In consideration of the premium above specified (or specified in form or endorsement attached hereto) and of the conditions and other terms of this policy and of the form or endorsement(s) attached hereto, this Company does insure the above Named Insured (hereinafter called the Insured) from inception date shown above to expiration date shown above both dates at Noon Standard Time at place of issuance, to an amount not exceeding the Limit(s) of Liability specified in the form or endorsement(s) attached hereto.

Proper form must be attached to page 4 to complete Policy

CONDITIONS

1. **TERRITORIAL LIMITS:** This policy covers only within the limits of the United States and Canada (excluding transportation to and from Alaska and Hawaii).

2. **VALUATION:** This Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

3. **WAR RISK and NUCLEAR EXCLUSIONS:** This policy does not insure against loss or damage caused by or resulting from:

   (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,

   (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
   (2) by military, naval or air forces; or
   (3) by an agent of any such government, power, authority or forces;

   (b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

   (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

   (d) nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Countersigned at _____ _____ (Mo. Day Year) _____ Authorized Representative

M-2086F REV.3/71
PRINTED IN U.S.A.

PRODUCER'S CODE | NAME AND LOCATION | PREVIOUS POLICY NO. | POLICY NO.

MSF-

SPECIAL FLOATER POLICY

FIREMAN'S FUND AMERICAN INSURANCE COMPANIES
SAN FRANCISCO CALIFORNIA

FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

HOME OFFICE: CHICAGO, ILLINOIS

A STOCK INSURANCE COMPANY
HEREIN CALLED THE COMPANY

INSURED'S NAME AND ADDRESS (No., STREET, TOWN, COUNTY, STATE)

INCEPTION (MO., DAY, YR.) EXPIRATION (MO., DAY, YR.)
AT NOON STANDARD TIME AT PLACE OF ISSUANCE

AMOUNT	RATE	PREMIUM
$	$	$

INSTALLMENTS ARE PAYABLE	ON INCEPTION DATE	FIRST ANNIVERSARY	SECOND ANNIVERSARY
	$	$	$

IN CONSIDERATION OF THE STIPULATIONS HEREIN NAMED AND OF THE PREMIUM SPECIFIED THE COMPANY DOES INSURE THE INSURED NAMED ABOVE, HEREIN CALLED THE INSURED, WHOSE ADDRESS IS SHOWN ABOVE, FROM THE INCEPTION DATE, TO THE EXPIRATION DATE, BOTH SHOWN ABOVE, TO AN AMOUNT NOT EXCEEDING THE AMOUNT ABOVE SPECIFIED, ON THE FOLLOWING DESCRIBED PROPERTY.

ITEM	AMOUNT OF INSURANCE	DETAILED DESCRIPTION

LOSS PAYABLE CLAUSE: LOSS, IF ANY, TO BE ADJUSTED ONLY WITH THE INSURED AND PAYABLE TO THE INSURED AND

ENDORSEMENTS ATTACHED

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING PROVISIONS AND STIPULATIONS AND THOSE HEREINAFTER STATED, WHICH ARE HEREBY MADE A PART OF THIS POLICY, TOGETHER WITH SUCH OTHER PROVISIONS, STIPULATIONS AND AGREEMENTS AS MAY BE ADDED HERETO, AS PROVIDED IN THIS POLICY.

Continued on Page Two

DATE OF ISSUE	COUNTERSIGNATURE OF AUTHORIZED AGENT

(Continued from Page One)

EXCLUSIONS

The following War Risk Exclusion Clause and Nuclear Exclusion Clause shall be paramount and shall not be modified or superseded by any other provision included herein or endorsed hereon unless such other provision refers specifically to the risks excluded by the War Risk Exclusion Clause or Nuclear Exclusion Clause and expressly assumes said risks.

1. War Risk Exclusion Clause. The Company shall not be liable for any loss, caused directly or indirectly, by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

2. Nuclear Exclusion Clause. The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

CONDITIONS

1. Territorial Limits. This policy shall in no event cover beyond the forty-eight (48) contiguous states of the United States of America, the District of Columbia and the Dominion of Canada.

2. Labels. In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

3. Other Insurance. If at the time of loss or damage there is available to a named or unnamed Insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance.

4. Impairment of Recovery Rights. Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailee, or other party liable therefor, is released, impaired or lost, shall render this policy null and void, but the Company's right to retain or recover the premium shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.

5. Misrepresentation and Fraud. This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

6. Notice of Loss. The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this policy and shall also file with the Company or its agent within ninety (90) days from date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.

7. Examination Under Oath. The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

8. Valuation. The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

9. Settlement of Loss. All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

10. No Benefit to Bailee. This insurance shall in nowise inure directly or indirectly to the benefit of any carrier or other bailee.

11. Subrogation or Loan. If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Insured's name under the direction of and at the expense of the Company.

12. No Reduction in Amount of Insurance. The amount of insurance and the applicable limit of liability shall not be reduced by the amount of any loss covered hereunder.

13. Pair, Set or Parts. In the event of loss of or damage to:

(a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

(b) any part of property covered consisting, when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.

14. Protection of Property. In case of loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Company, in recovering, saving and preserving the property insured in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.

15. Abandonment. There can be no abandonment to the Company of any property.

16. Suit. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

17. Appraisal. If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the

(Continued on Page Three)

4. **OTHER INSURANCE:** If at the time of loss or damage there is available to a named or unnamed insured or any other interested party any other insurance which would apply in the absence of this policy, the insurance under this policy shall apply only as excess insurance over such other insurance.

5. **MISREPRESENTATION and FRAUD:** This entire policy shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.

6. **MACHINERY:** In the event of loss of or damage to machinery consisting, when complete for sale or use, of several parts, the Company shall only be liable for the value of the part(s) lost or damaged.

7. **LABELS:** In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

8. **PAIR, SET or PARTS:** In the event of loss of or damage to: (a) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

   (b) any part of property covered consisting, when complete for use, of several parts, the Company shall be liable for the value of the part lost or damaged.

9. **NO BENEFIT TO BAILEE:** This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

10. **CLAIMS AGAINST THIRD PARTIES:** In the event of any loss of or damage to the property covered hereunder the Insured shall immediately make claim in writing against the carrier(s), bailee(s), or others involved.

11. **NOTICE OF LOSS:** The Insured shall as soon as practicable report to the Company or its agent every loss or damage which may become a claim under this policy and shall also file with the Company or its agent within ninety-one (91) days from date of loss a detailed sworn proof of loss. Failure by the Insured to report the said loss or damage and to file such sworn proof of loss as hereinbefore provided shall invalidate any claim under this policy for such loss.

12. **PAYMENT OF LOSS:** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.

13. **SUBROGATION:** If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Company to, or will hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought to the Insured's name under the direction of and at the expense of the Company.

14. **SUE and LABOR:** In the event of loss of or damage to the property covered hereunder, it shall be lawful and necessary for the Insured or his or their factors, servants or assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the said property or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder.

15. **COMPANY'S OPTIONS:** It shall be optional with the Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within sixty days after the receipt of the proof of loss herein required.

16. **IMPAIRMENT OF RECOVERY RIGHTS:** Any act or agreement by the Insured before or after loss or damage whereby any right of the Insured to recover in whole or in part for loss or damage to property covered hereunder against any carrier, bailee or other party liable therefor, is released, impaired or lost, shall render this policy null and void, but the Insurer's right to retain or recover the premium shall not be affected. The Company is not liable for any loss or damage which, without its written consent, has been settled or compromised by the Insured.

17. **ABANDONMENT:** There can be no abandonment to the Company of any property.

18. **PRIVILEGE TO ADJUST WITH OWNER:** In the event of loss of or damage to property of others held by the Insured for which claim is made upon the Company, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Company and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the Insured as respects any such loss or damage, the Company reserves the right at its option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Company in such regard shall increase the liability of the Company under this policy, nor increase the limits of liability specified in the policy.

19. **EXAMINATION UNDER OATH:** The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and shall submit, and in so far as is within his or their power cause his or their employees, members of the household and others to submit, to examinations under oath by any person named by the Company and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any other act of the Company or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Company might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.

20. **APPRAISAL:** If the Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the Company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen days to agree upon such umpire, then, on the request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

21. **SUIT:** No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within two (2) years and one (1) day next after discovery by the Insured of the occurrence which gives rise to the claim.

Silberman and Company, Inc.

Since 1888

500 LINDSAY STREET / P.O. BOX 11264 / CHATTANOOGA, TN. 37401 / TELEPHONE 756-5222

February 5, 1976

Mr. Michael J. Mahn, J.D.
Administrative Assistant
to the County Judge
Hamilton County Courthouse
Chattanooga, TN 37402

Dear Mr. Mahn:

As agents for the American Insurance Company, we are quoting for insurance coverage under certain types of unlicensed vehicles and equipment as follows:

Under 4-A - Annual Premium $2,638
Under 4-B - Annual Premium $3,640

The rates remain the same whether the policy is issued for one or two years.

We are attaching a copy of Standard Forms which will be used should we be favored with this business.

Cordially yours,

C. L. Alexander

CLA:gw

ATTACH FORMS BELOW THIS LINE

(Continued from Page Two)

request of the Insured or the Company, such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

18. Cancellation. This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than five (5) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the Insured.

19. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

20. Conformity to Statute. Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

21. Civil Authority. Property covered under this policy against the peril of fire is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

SECRETARY

PRESIDENT

SPECIAL STATE PROVISIONS

KANSAS. Suit. If this policy is issued in the State of Kansas, the words "five (5) years" are substituted for the words "twelve (12) months" in Condition 16.

TEXAS. Notice of Loss and Suit. If this policy is issued in the State of Texas, the words "ninety-one (91)" are substituted for the word "ninety (90)" in Condition 6 and the words "two (2) years and one (1) day" are substituted for the words "twelve (12) months" in Condition 16.

CONTRACTORS' EQUIPMENT FLOATER
(Broad Form)

LIMIT OF LIABILITY	DEDUCTIBLE AMOUNTS		COINSURANCE PERCENTAGE
	EACH ITEM	AGGREGATE	
$	$	$	%

1. PROPERTY INSURED

This policy insures Contractors' Equipment (as set forth in schedule on or attached to this policy) the property of the Insured or the property of others held by the Insured and for which the Insured is liable.

2. PROPERTY EXCLUDED

This policy does not insure:

(a) Any property while leased, loaned or rented to others, or possession of which has been transferred to others pursuant to any form of agreement of sale;

(b) Buildings, sheds, or any other real property; cement, sand, gravel, earthen fill, building materials or supplies of any kind;

(c) Office furniture, fixtures and equipment; spare or repair parts; blueprints, mechanical drawings, plans or specifications;

(d) Aircraft; watercraft (including motors, equipment and accessories); automobiles, motor trucks, trailers, semi-trailers, motorcycles, motor scooters, or any other vehicles designed primarily for highway use;

(e) Any property while airborne, or while waterborne (including while being loaded or unloaded from watercraft) except during ferry operations incidental to other modes of transportation.

3. TERRITORIAL LIMITS

This policy insures only while the property is at locations within or in transit within or between the states of the United States, the District of Columbia, Puerto Rico, or Canada.

4. PERILS INSURED

This policy insures against all risks of direct physical loss of or damage to the insured property from any external cause, except as otherwise provided.

5. PERILS EXCLUDED

This policy does not insure against:

(a) Loss or damage to booms in excess of 40 feet in length (including cables, pulleys, buckets, claws, and similar attachments) when attached to or a part of any derrick, crane, dragline, or shovel, or any similar equipment, unless such loss or damage be caused by fire, lightning, explosion, smoke, or by collision, upset, overturn, or derailment of land conveyances on which the insured property is being transported.

(b) Loss or damage which is due and confined to wear and tear, inherent vice, gradual deterioration, insects, vermin, dampness of atmosphere, freezing, or extremes of temperature, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;

(c) Loss or damage caused by or resulting from delay, loss of market, loss of use, or interruption of business;

(d) Unexplained loss, mysterious disappearance, or shortage disclosed upon taking inventory;

(e) Loss or damage caused by or resulting from infidelity and dishonesty, either or both, of the Insured or any person or persons in the employ or service of the Insured whether or not such act or acts occurred during the regular hours of employment or service, or any person or persons to whom the property may be entrusted (carriers for hire excepted);

(f) Loss or damage to equipment occasioned by the weight of a load exceeding the registered lifting or supporting capacity of the equipment;

(g) Loss or damage caused by, resulting from, contributed to, or aggravated by flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, or whether driven by wind or not, unless loss by fire or explosion ensues, and the Company shall then be liable only for such ensuing loss. This exclusion shall not apply to property in due course of transit while in or on a transporting conveyance, or to loss arising from theft.

6. LIMIT OF LIABILITY

The maximum liability of the Company for any one loss, disaster, or casualty, including expenses and charges, or all combined, shall not exceed the amount specified above.

7. DEDUCTIBLES

Claim for loss or damage to each item insured hereunder shall be adjusted separately, and from the amount of each such adjusted claim, or the amount of insurance upon each item, whichever is the lesser, the amount specified above shall be deducted.

It is agreed, however, that the total amount to be deducted from the sum of all adjusted claims for loss or damage arising out of one occurrence shall not exceed the aggregate deductible amount also specified above.

8. COINSURANCE

Except for property insured under the terms and conditions of Clause 9, Additionally Acquired Property, the Company shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to an amount equal to the percentage specified above applied to the actual cash value of the property insured hereunder at the time such loss shall happen. If this policy insures two or more items, this condition shall apply to each item separately.

9. ADDITIONALLY ACQUIRED PROPERTY

Subject otherwise to all its terms and conditions, this policy is extended to cover additional items of a nature similar to those scheduled herein or usually covered under a Contractors' Equipment Floater, the property of the Insured, which items have been acquired subsequent to the attachment date and during the term of this policy. In consideration of this extension the Insured agrees to report such additions within thirty (30) days from the date acquired and to pay premium thereon from the date acquired at pro-rata of the policy rate. It is specifically agreed and understood, however, that this policy shall cease to cover such additional items if they are not reported to the Company within the said thirty (30) day period. The Company shall not be liable under the provisions of this clause for more than the actual cash value of such property, and in no event for more than 10% of the total amount of insurance under this policy or $25,000, whichever is the lesser.

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY
FIREMAN'S FUND INSURANCE COMPANY OF ILLINOIS

81-X

PRESIDENT

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

Hamilton County hereby requests bids for insurance coverage upon certain types of unlicensed vehicles and equipment, the coverage solicited being "ALL RISK", so as to include losses from fire, theft, vandalism, etc.

1. Limits of coverage:

   a. $72,000.00 on any one covered vehicle or piece of equipment;

   b. $527,500.00 on all covered vehicles and/or pieces of equipment;

   c. $527,500.00 on all covered vehicles and/or pieces of equipment at any one location.

2. Insured vehicles and equipment, appropriately identified, are listed in a schedule which is available and can be obtained from the Purchasing Agent of Hamilton County, said schedule being current and accurate to the best of the knowledge of said County; further, said schedule is subject to addition and/or deletion from time to time, which changes, if any, will be made known to the Insuror within a reasonable time.

3. Actual Cash Valuation is provided for each item within the abovementioned schedule, said valuation determination procedure being as follows:

   a. Each Division took a physical inventory of all automobiles, trucks, or heavy equipment assigned to them.

   b. As the summaries were returned to and reviewed by the Audit Department of Hamilton County, all unusual or questionable items were investgated by contacting the proper officials.

c. Asset valuations were based upon August, 1975, average retail sales figure as per the N.A.D.A book. In questionable areas such as high mileage cars, heavy equipment, etc. dealers having knowledge in the area were consulted.

4. Bids are requested as follows:

a. Annual premium to be based upon actual cash value coverage of all items with a flat three hundred Dollars ($300.00) deductible,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

b. Annual premium to be based upon actual cash value coverage of all items with a one per cent (1%) of ACV deductible subject to a two hundred fifty Dollars ($250.00) minimum and a two thousand five hundred Dollars ($2,500.00) maximum,

(1) for one (1) year coverage;

(2) for two (2) years coverage.

5. Hamilton County reserves the right to cancel any accepted bid at any time during the policy period without penalty and upon a pro-rata basis.

6. Hamilton County reserves the right to accept or reject any bid, in whole or in part.

7. Sample policy forms should be provided with each submitted bid.

8. Attached hereto is the Hamilton County "loss experience" as complied by the agency of Caldwell and Associates, Chattanooga, Tennessee, which agency heretofore provided similar coverage (excluding vandalism and malicious mischief).

9. Bids will be opened at the Hamilton County Purchasing Department, 1110 Dayton Blvd., Chattanooga, Tennessee, in the Offices of the Purchasing Agent, at 10 A.M., March 1, 1976.

Hamilton County "Loss Experience", excluding losses due to or caused by equipment, and only including losses due to fire, theft, lightning or transportation.

LOSS DATE	AMOUNT	NATURE OF LOSS
1973	$ 0.00	
11-25-74	21.00	Stolen battery
1-28-75	500.00	Fire loss on Atchley-type belt-loader
6-4-75	300.00	Fire loss on Cub 154 "low-boy"
11-13-75	28.00	Stolen battery
11-18-75	185.00	Stolen batteries (4), cables

This information was provided by Agent John Thompkins, Caldwell and Associates, Inc., insurance carrier during the years shown above, and is true and accurate to the best of our knowledge.

Michael J. Mahn

Michael J. Mahn, J.D.
Administrative Assistant
to the County Judge

MJM/ch

KILLEBREW, LYMAN & WOODWORTH, INC.
INSURANCE
Telephone (615) 267-3816
Commerce Union Building · Chattanooga, Tennessee 37450

HAMILTON COUNTY

BID ON INLAND MARINE COVERAGE

I. Limits of Liability are $527,500.00 All Covered Units Subject to a Maximum of $72,000.00 for any one Covered Unit.
Coverage Provided on Broad "All Risk" Form.

II. Premiums:

A. Actual Cash Value Less $300.00 Deductible Each Claim
Estimated Annual Premium of $3,060.00, Adjustable @ .58 Per $100.00 of Values.
Rate Valid for one Year

B. Actual Cash Value Less 1% Deductible, subject to a minimum of $250.00 Each Claim and a Maximum of $2,500.00 Each Claim.
Estimated Annual Premium of $2,638.00 Adjustable @ .50 Per $100.00 of Values
Rate Valid for one Year.

Above Quotes Provided by the Home Insurance Company

MMS MONTAGUE, MORGAN, & SISSON, INC. Insurance

AREA CODE 615 - 877-8532
MONTGOMERY MONTAGUE, JR.
J. P. MORGAN
PAUL T. SISSON
R. S. THAXTON

4300-B DAYTON BLVD.
CHATTANOOGA, TENN. 37415

February 27, 1976

Mr. Paul K. Richards
Purchasing Agent
Hamilton County
1110 Dayton Boulevard
Chattanooga, TN 37405

Dear Paul:

Below is our Bid for Coverage on vehicles owned by the county and not licensed for road use. Limits of Coverage is in accordance with your specifications (Copy attached).

For a total limit of $527,500, "All Risk" Coverage with a 1% deductible, subject to $250 minimum and $2,500. maximum, the premium for one year would be $2,057.

Lumbermens Mutual Casualty Company, a member of the Kemper Insurance Group, quoted this for us. We're attaching a sample of their coverage form.

We were unable to get a competitive quote with a flat $300 deductible. Neither were we able to get a competitive quote for a term of two years.

Sincerely yours,

MONTAGUE, MORGAN, & SISSON, INC.

Joe Baker

Joe M. Baker

JMB:rgr

Enclosure

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

Hamilton County hereby requests bids for insurance coverage upon certain types of unlicensed vehicles and equipment, the coverage solicited being "ALL RISK", so as to include losses from fire, theft, vandalism, etc.

1. Limits of coverage:

   a. $72,000.00 on any one covered vehicle or piece of equipment;

   b. $527,500.00 on all covered vehicles and/or pieces of equipment;

   c. $527,500.00 on all covered vehicles and/or pieces of equipment at any one location.

2. Insured vehicles and equipment, appropriately identified, are listed in a schedule which is available and can be obtained from the Purchasing Agent of Hamilton County, said schedule being current and accurate to the best of the knowledge of said County; further, said schedule is subject to addition and/or deletion from time to time, which changes, if any, will be made known to the Insuror within a reasonable time.

3. Actual Cash Valuation is provided for each item within the abovementioned schedule, said valuation determination procedure being as follows:

   a. Each Division took a physical inventory of all automobiles, trucks, or heavy equipment assigned to them.

   b. As the summaries were returned to and reviewed by the Audit Department of Hamilton County, all unusual or questionable items were investgated by contacting the proper officials.

CONTRACTOR'S EQUIPMENT FORM

(All Risks)

(To be attached to Inland Marine Policy)

Kemper insurance companies

1. PROPERTY INSURED AND LIMITS OF LIABILITY

(a) This policy insures the following described property for not exceeding the amount set opposite each of the articles described.

(b) This Company shall not be liable for more than $..... in any one disaster, either in the case of partial or total loss or salvage, or any other cost and expense or all combined.

Description of Property	Manufacturer	Identifying Marks and Nos.	Amount of Insurance

2. TERRITORIAL LIMITS

This policy insures within the limits of 48 contiguous states of the United States, the District of Columbia, Alaska and Canada.

3. THIS POLICY INSURES AGAINST:

All risks of direct physical loss of or damage to the property covered from any external cause except as excluded elsewhere in this policy.

4. COINSURANCE CLAUSE

In no event shall this Company be liable for a greater proportion of any loss or damage to the property described herein than the amount insured bears to .....% of the actual aggregate value of said property of all places where coverage is afforded herein at the time each loss or damage shall occur.

5. THIS POLICY DOES NOT INSURE AGAINST:

(a) Loss or damage occasioned by the weight of a load exceeding the registered lifting or supporting capacity of the machine or by the collision of the boom with any part of the machine or other objects;

(b) The first $..... of loss; and each claim for loss or damage arising out of any one occurrence shall be adjusted separately, and from the amount of each such loss when determined, this sum shall be deducted;

(c) Loss or damage caused by derailment of donkey engines or rolling stock used on temporary or movable rails, unless otherwise endorsed hereon;

(d) Loss or damage to automobiles or similar conveyances, plans, blue prints, designs or specifications or to underground property or property while located underground;

(e) Loss or damage to any property which has become a permanent part of any structure;

(f) Loss or damage to exciters, lamps, switches, motors or other electrical appliances or devices caused by artificial electrical current unless fire ensues and then this Company is liable only for such loss or damage as may be caused by such ensuing fire;

(g) Wear, tear, gradual deterioration, inherent vice, obsolescence or latent defect; breakage, rust or corrosion, unless the same be the direct result of fire, lightning, explosion, cyclone, tornado, windstorm, flood, earthquake, collision, derailment or overturn of conveyance, malicious damage or aircraft damage;

(h) Loss or damage caused by any repairing, adjusting, servicing, remodeling or maintenance process; or resulting from structural or mechanical failure or breakdown; unless fire or explosion ensues and then only for the loss caused by such ensuing fire or explosion;

(i) Loss due to mysterious disappearance, or loss or shortage disclosed on taking inventory;

(j) Loss or damage caused by infidelity of Insured, his employees or persons to whom the insured property is entrusted;

(k) Loss of market, delay or loss of use howsoever caused;

(l) Loss or damage caused by or resulting from:

(1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;

(2) Any weapon of war employing atomic or radioactive force whether in time of peace or war;

(3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by govermental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(m) Loss by nuclear reaction or nuclear or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

6. ADDITIONALLY ACQUIRED PROPERTY

In consideration of the agreement by the Insured (1) to report additional property of the kind insured hereunder, acquired by the Insured subsequent to the attachment date of this policy, within thirty (30) days from the date acquired and (2) to pay full premium thereon from the date acquired at pro rata of the current rates of the Company for such insurance, this policy covers on each separate class of such additionally acquired property for not exceeding 25%, or $10.000, whichever is the lesser, of the amount of insurance on such class exclusive of this provision. It is specifically understood and agreed by the Insured that this policy shall cease to cover such additionally acquired property if it is not reported to the Company within the stated thirty (30) day period.

This additional coverage does not apply to property of a class not already insured hereunder.

7. OTHER INSURANCE

The Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

8. All other terms and conditions of this policy remain unchanged.

The effective date of this form is stated below. This form shall terminate with the policy. This form, when countersigned by an authorized representative of the Company, forms a part of the policy described below.

☐ LUMBERMENS MUTUAL CASUALTY COMPANY ☐ AMERICAN MOTORISTS INSURANCE COMPANY ☐ AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY ☐ FEDERAL MUTUAL INSURANCE COMPANY

INSURED			PRODUCER'S NUMBER
POLICY NUMBER	ENDORSEMENT NUMBER	ENDORSEMENT EFFECTIVE MONTH DAY YEAR	COUNTERSIGNATURE OF LICENSED RESIDENT AGENT
COUNTERSIGNED AT		COUNTERSIGNATURE DATE MONTH DAY YEAR	

caldwell & associates, inc.
INSURANCE
117 EAST 7TH STREET
CHATTANOOGA, TENNESSEE 37402
TELEPHONE 615-265-8541

February 27, 1976

Purchasing Agent
Hamilton County Purchasing Department
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Re: Equipment Quotation

Gentlemen:

We are pleased to offer the following quotations as per your specifications attached:

1. Quotation based on $300.00 Flat Deductible

   First Quote

   a. Home Insurance Company - annual premium $3,060.00

   Second Quote

   a. Atlantic Mutual Insurance Company - annual premium $3,429.00 with anticipated 15% dividend at the end of the year for net quotation of $2,915.00.

2. Quotations based on a 1% deductible subject to $250.00 minimum and $2,500.00 maximum.

   First Quote

   a. Home Insurance Company - annual premium $2,638.00

   Second Quote

   a. Annual premium $2,901.00 with anticipated 15% dividend at the end of the year for a net quotation of $2,466.00.

Coverage is to be written on an All Risk Basis per specifications.

Hamilton County Purchasing Department
Page 2
February 27, 1976

Attached are policy forms from both companies.

Once again, we look forward to serving your insurance needs.

Sincerely yours,

John Tompkins

JMT:sgs

Enclosure

P.S. We were unable to secure policy forms from the Home Insurance Company.

ATLANTIC MUTUAL INSURANCE COMPANY

Chartered 1842

Atlantic Building, 45 Wall Street, New York, N. Y. 10005

(A mutual insurance company, herein called the Company)

INLAND MARINE POLICY

POLICY NUMBER [redacted]

Hamilton County

NAMED INSURED

ADDRESS

From: Mo. ___ Day ___ Yr. ___ To: Mo. ___ Day ___ Yr. ___

Policy Period Noon Standard Time at place of issuance.

Caldwell

PRODUCER

ADDRESS

Renewal or Rewrite of Policy Number

ADEQUATE PROTECTION IS IMPORTANT—CONSULT YOUR AGENT OR BROKER

AMOUNT $ see forms ATTACHED PREMIUM $

In consideration of the stipulations herein named and of the premium above specified the Company does insure the above Named Insured, hereinafter called the Insured, whose address is shown above, from the inception date shown above, at noon, to the expiration date shown above, at noon, Standard Time at place of issuance, to an amount not exceeding the amount(s) above specified, on the property or interest described herein:

see forms ATTACHED.

TERRITORIAL LIMITS. This policy covers within and between the forty-eight contiguous States of the United States of America, the District of Columbia and Canada, unless otherwise specifically provided for herein.

Unless physically deleted by the Company, Clauses A and B below shall be paramount and shall supersede and nullify any contrary provision of this policy.

A. WAR RISK EXCLUSION

This policy does not insure against loss or damage caused by or resulting from:

(1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;

(2) any weapon or war employing atomic fission or radioactive force whether in time of peace or war;

(3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

B. NUCLEAR EXCLUSION CLAUSES

If this policy does not include coverage against the peril of fire it is agreed that the following exclusion applies: The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy.

If this policy includes coverage against the peril of fire it is agreed that the following exclusion applies: The Company shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

Cancellation: This policy may be cancelled by the Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when not less than five (5) days thereafter such cancellation shall be effective. The mailing of notice aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table or procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund or premium due to the Insured.

This policy is made and accepted subject to the foregoing stipulations and conditions, and to the conditions of the forms attached hereto which are hereby specially referred to and made a part of this policy.

MUTUAL POLICY CONDITIONS—The named Insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Trustees in accordance with the provisions of Law, in the distribution of dividends so fixed and determined.

Upon an assignment of this Policy to which the Company has consented in writing the named Insured agrees that the assignee shall be deemed to be his legal representative in respect to this insurance and that such assignee shall receive such dividend.

Extract from Charter, Section 24—"Policyholders of the Corporation shall not be assessable for the debts or obligations of the Corporation."

IN WITNESS WHEREOF, the Company has executed and attested these presents; but this policy shall not be valid unless an endorsement executed by this Company is attached to and made part hereof, nor unless the policy is countersigned by a duly authorized representative of the Company.

J. Harold Cook Secretary

President

Countersigned by _____ Authorized Representative

CONTRACTORS EQUIPMENT FLOATER
(ALL RISKS)

Attached to and forming part of Policy No.

1. This policy covers on Contractors Equipment, the property of the Insured, or property of others for which the Insured may be liable, while anywhere on land and on Public Ferries while waterborne, within the forty-eight contiguous States of the United States of America, the District of Columbia and Canada.

SCHEDULE

Description of Property	Identification Marks and Numbers	Amount of Insurance
AS Per File WITH COMPANY		

LIMIT OF LIABILITY

Notwithstanding anything to the contrary herein or in the policy attached, it is mutually understood and agreed that this Company shall not be liable for more than See END'T #1 Dollars, ($), in any one casualty, either in case of partial or total loss, or salvage charges, or expenses, or all combined. Any subsequent increase in the schedule shall not be deemed to increase the liability limit stated in this clause unless amended specifically by endorsement.

2. THIS POLICY INSURES (Except as hereinafter excluded)

* Against all risks of direct physical loss of or damage to the property insured from any external cause including General Average and Salvage Charges, except as respects boom(s) in excess of 25 feet in length, which are insured hereunder only against loss or damage directly caused by fire, lightning, hail, windstorm, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, landslide or overturning of the unit of which it is a part; collision derailment or overturn of carrying conveyance on which the unit insured hereunder is being transported; collision with other contractors equipment, whether or not such other equipment is insured hereunder. * THEFT of THE ENTIRE UNIT INCLUDED.

3. THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE

(a) To property while situated on strip mines or while underground.

(b) To any property insured hereunder occasioned by the weight of a load exceeding the registered lifting capacity of the property insured.

(c) To tires or tubes unless the loss or damage is caused by fire, windstorm or theft or is coincident with other loss or damage insured by this policy.

(d) To dynamos, exciters, lamps, switches, motors, or other electrical appliances or devices caused by blowout, short circuit, or other electrical disturbances (other than lightning) within such property unless fire ensues and then only for the loss or damage caused by the ensuing fire.

(e) Caused by: delay howsoever caused; wear, tear, gradual deterioration, inherent vice, latent defect, mechanical breakdown; dampness of atmosphere, freezing or extremes of temperature, corrosion or rust unless directly caused by marine perils while waterborne on Public Ferries, General Average, fire or flood (meaning the abnormal rising of navigable waters).

(f) Resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (Carriers for hire excepted).

(See Over)

(g) To the property insured while said property is rented or leased to others for financial remuneration.

(h) Caused by repairing, adjusting, servicing or maintenance operation, unless fire or explosion (not excluded herein) ensues and then only for the loss or damage by such ensuing fire or explosion.

(i) Caused by explosion originating within steam or pressure containers within or part of the property insured.

(j) To animals, conveyances designed for highway use, aircraft, water craft or property designed for use on railroad rights of way.

4. ACQUISITION CLAUSE

(a) The policy is extended to cover items of a nature similar to those scheduled hereunder, which items have been acquired subsequent to the attachment of this insurance, provided the Company insures on a scheduled basis all such property owned or operated by the Insured. In consideration of this extension, the Insured agrees to report such acquisitions within thirty (30) days from the date acquired and to pay premium thereon from the date acquired at pro rata of the policy rate, failing which the Company shall be relieved of all liability on such property.

(b) The limit of liability under this extension shall not exceed 25% of the total amount of the policy or Twenty-Five Thousand Dollars ($25,000.00), whichever is the lesser. It is a condition hereof that any increase in the amount of insurance under this extension shall not increase the amount shown in the LIMIT OF LIABILITY CLAUSE.

5. In case of total loss of any article insured, this Company's liability shall be limited to the actual cash value thereof on date and place of loss, which shall in no event exceed the amount insured on such property.

6. In case of partial loss or damage to any article insured, the Company's liability shall be limited to the cost of repairing or replacing the same with material of like kind and quality, which shall in no event exceed the amount insured on such property.

7. Each claim for loss or damage shall be adjusted separately and from each such adjusted claim the sum of $100.00 shall be deducted.

8. This Company shall not be liable for a greater proportion of any loss or damage to property insured hereunder than the amount hereby insured bears to One Hundred per cent (100%) of the actual cash value of said property at the time such loss shall happen nor for more than the proportion which this policy bears to the total insurance thereon. If the insurance under this policy be divided into two or more items, the foregoing shall apply to each item separately.

9. It is agreed that the Insured does not hold any agreement and will not enter into any agreement with any corporation, concern, or individual to relieve said corporation, concern, or individual from any liability which law or custom may impose upon them.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Harold A. Eckmann
President

Authorized Representative

* Amended to 1% - ($250 Minimum - $2500 Maximum) or $300. Flat

1			20-22	23-24	25-26	27-28	29 - 32	33-34	42	43-44	52 - 54	52 - 54	55							
OFFICE	P/C	CARD TYPE	LINE	TRANS-AC-TION	STATE	TERR.	TAX TOWN	TAX COUNTY	FINAL REPORT	PROCESS CODE	COMM. RATE	COMM. RATE	CLASS OR COVERAGE IDENTIFICATION						EXPOSURES	
2	1	2	3	2	2	3	4	2	1	2	3	2	55 1	56 1	57 1	58 1	59 1	60 1	0	
		02																		

FOR EASY IDENTIFICATION, CAPTION OR NUMBER THIS ENDORSEMENT – LEGIBILITY IS IMPORTANT

Sample

Effective – *(At the time stated in the policy)*, *this endorsement forms a part of Policy No.* –

issued to Hamilton County - Office of County Judge.

by ☒ Atlantic Mutual ☐ Centennial Insurance Company.

ENDORSEMENT #1

(The information provided for above is required to be completed only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

IT is understood and Agreed THAT ITEM #1 - LIMIT of Liability shall Be Amended to show:

$72,000 - Any one Covered UNIT

$527,000 ALL Covered UNITS

$527,000 ALL Covered UNITS AT Any one LOCATION.

G 1636 A

Prepared by _____ Date _____

State of Tennessee
Hamilton County

MARCH 3, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-12

TITLE ACCEPTING THE BID OF MASSENGALE HOUSE WRECKING CO. FOR THE DEMOLITION OF THE JACKSON BUILDING, FOR $9,750.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR DEMOLITION OF THE JACKSON BUILDING, BY THE COUNTY ENGINEER'S OFFICE.

WHEREAS, THE BID OF MASSENGALE HOUSE WRECKING CO. FOR $9,750.00 WAS SUBMITTED IN ACCORDANCE WITH AN UNDERSTANDING THAT SO MUCH OF THE ENTIRE AREA OF THE FUTURE CHERRY STREET PARKING AREA, BETWEEN THE JUSTICE BUILDING ON THE NORTH AND SEVENTH STREET ON THE SOUTH, SHALL BE MADE AVAILABLE FOR THE BIDDER'S SOLE USE AS HE DESIRES IN THE DEMOLITION OF SAID BUILDING, INCLUDING STORING AND/OR PARKING EQUIPMENT, MACHINERY AND VEHICLES, AS WELL AS PARTS AND MATERIALS OBTAINED FROM DEMOLITION OF SAID BUILDING. SAID BIDDER NOT BEING RESPONSIBLE FOR VEHICULAR DAMAGE TO THE GRAVELED SURFACE OF THE SAID FUTURE PARKING AREA. SAID BID WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF MASSENGALE HOUSE WRECKING CO. IS HEREBY ACCEPTED BASED UPON THE FOREGOING CONDITION AND THE REQUIREMENTS CONTAINED IN THE INVITATION TO BID, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

M A R C H T E R M 1 9 7 6

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was the lowest and best bid.)

(Mr. J. C. Massengale of Massengale House Wrecking Co. was present. Mr. Massengale stated that he had looked at the building and did not recheck it before he submitted his bid. When he went back after he had already bid he discovered that the building had been stripped of between $6,000 and $10,000 in merchandise that he had planned to salvage. Mr. Massengale stated that he was now "between a rock and a hard spot." Mr. Massengale said that he felt that he should have more money since all these things had been taken out, that his bid was some $15,000 lower because of his plans to sell these stair railings, flourescent fixtures, etc., and they were no longer in the building.

Judge Moore told Mr. Massengale that these parts had been taken out to be used in other County buildings and that this had been done before the bids were taken. Judge Moore asked Mr. Massengale if he was asking that the County Council not consider his bid.

Mr. Massengale said that he thought some money should be added, but that if they would not do this he would not back out on it. He said that "you have to take the bitter with the sweet."

Judge Moore stated that he was sorry about it but all these things were taken out before the advertisement for bids was sent out. Judge Moore said that there was no way to add anything to the amount without a total rebidding but if Mr. Massengale wanted to withdraw his bid...

Mr. Massengale said that he would take it and if he loses money, it would just be his problem, that it was probably his fault for not rechecking, that this would "teach a man to check closer."

Councilman Fuller said if Mr. Massengale was $15,000 low there must be something wrong, that Mr. Massengale has been in business a long time and his word is good. Councilman Fuller said he hated to see Mr. Massengale suffer such a loss and perhaps it would be better to re-bid.

Councilman Ricketts said he thought it might be better to re-bid.

Mr. Massengale said no, he would take it. He asked Judge Moore if he would still have the use of the parking area.

Judge Moore said that yes, Mr. Massengale had bid on this.

Mr. Massengale asked Judge Moore about the alley.

Judge Moore said that they had tried to get it closed but had found that it was not a public area. He told Mr. Massengale to talk to Raymond Proctor, County Engineer, who will talk to the owners of Title Guaranty to see if they would give permission to close this alley.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 11, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: DEMOLITION OF THE JACKSON BUILDING, 7TH ST. AND CHERRY ST. CHATTANOOGA, TN.
A PORTION OF THE EAST WALL IS TO BE LEFT FOR THE SUPPORT OF THE BUILDING TO THE EAST.
THE SITE TO BE LEFT CLEAR AND FREE FROM ALL RUBBLE AND BUILDING MATERIALS.
CONTRACTOR WILL FURNISH BONDS AND INSURANCE SATISFACTORY TO THE COUNTY ATTORNEY.

DATE: FEBRUARY 23, 1976

TIME: 11:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

PHONE US FOR QUICK SERVICE PHONE 624-8688

Massengale House Wrecking Co.

Used Lumber, Brick, Doors, Windows and Plumbing

We Buy and Sell Used Building Material

2016 WILCOX BLVD. CHATTANOOGA, TENNESSEE 37406

February 23,1976.

Hamilton County , Tennessee
[illegible] Moore, Judge
Chattanooga, Tennessee.

Massengale House Wrecking Company, Inc., will demolish Jackson Building ,7th and Cherry St., Chattanooga, Tenn. for the sum of ($ 9,750.00)

The company will furnish all insurance and permits, necessary to do the job, described.

Signed,

J.C. Massengale, Sr.

BURKE WRECKS ANOTHER ONE INC
1136 LEBANON ROAD
NASHVILLE, TENNESSEE 37210

February 19, 1976

To: Hamilton County, Tennessee
Don Moore, Judge

Subject: Demolition of Jackson Building
Seventh and Cherry
Chattanooga, Tennessee

We propose to do the above captioned work for the sum of TWENTY-FIVE THOUSAND, ONE HUNDRED THIRTY-SIX $ 00/100 ($25,136.00) and what material we can salvage in accordance with the specifications and required instructions.

Enclosed is our bid bond in the amount of 5% of the amount bid. Also a certificate of our standard insurnace is enclosed and additional coverage can be provided at cost.

Yours truly,

BURKE WRECKS ANOTHER ONE, Inc.

Charles M. Burke

Charles M. Burke, Sec-Treas.

INVOICE

Fisher House Wrecking Co.

USED LUMBER, BRICK, DOORS, WINDOWS AND PLUMBING

WE BUY AND SELL USED BUILDING MATERIAL
HOUSE WRECKING OUR SPECIALTY

PHONE 622-4116 FOR QUICK SERVICE
RES. 698-5934

816 DODSON AVENUE
CHATTANOOGA TENNESSEE 37406

CUSTOMER'S ORDER NO. _____ DATE [illegible] 19[illegible]

SOLD TO [illegible]

DELIVER TO _____

CASH	CHARGE	C.O.D.	PAID OUT	MDSE. RETD.	REC'D ON ACC'T

QUAN.	DESCRIPTION	PRICE	AMOUNT
	[illegible]		
	[illegible]		
	[illegible]		$4000.00
	[illegible]		
	[illegible]		
	Total		$29000.00

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

SIGNATURE _____

State of Tennessee
Hamilton County

MARCH 3, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-13

TITLE ACCEPTING THE BID OF JAMES E. COX CO. FOR ONE EACH WASHER AND ONE EACH DRYER FOR THE PENAL FARM TOTALING $3348.68.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE EACH WASH AND ONE EACH DRYER FOR THE JUSTICE BUILDING.

WHEREAS, THE BID OF JAMES E. COX CO. FOR $3348.68 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF JAMES E. COX IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF PIKE FUND.

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

Member of the County Council

Action taken Adopted

MARCH TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 3, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: FOR PENAL FARM:
1 EA. WASHER - HEAVY DUTY COMMERCIAL TYPE - ELECTRIC
1 EA. DRYER - " " " " - GAS
SEE ATTACHED SPECIFICATIONS

DATE: FEBRUARY 23, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

F.K. RICHARD, DIRECTOR OF PURCHASING

FKR/HM

SPECIFICATIONS:

WASHER: HEAVY DUTY - COMMERCIAL TYPE

WASCOMAT - GIANT W-183 MODEL OR EQUAL

ELECTRIC

WITHOUT COIN METER

$2,664.69

[illegible]: HEAVY DUTY - COMMERCIAL TYPE

HUEBSCH 370G OR EQUAL

GAS HEATED

WITHOUT COIN METER

$717.82

TOTAL $3,382.51

OR WILL FURNISH BOTH FOR $3,348.68

F. O. B. Chattanooga, Tennessee
1 year warranty on [illegible]
30 day labor warranty
Delivery approximately 2 to 3 weeks.

SPECIFICATIONS:

WASHER: HEAVY DUTY - COMMERCIAL TYPE

WASCOMAT - GIANT W-183 MODEL OR EQUAL

ELECTRIC

WITHOUT COIN METER

ALTERNATE BID: AMETEK " CHORE BOY" $3,000.00

STANDARD MODEL (GRAVITY DRAIN) MANUAL TIMER, WHITE ENAMEL CABINET.

OPTIONS: MOTOR DRIVER DRAIN PUMP----------$225.00
COOL DOWN FEATURE FOR NO-IRON-------$ 70.00

DRYER: HEAVY DUTY - COMMERCIAL TYPE

HUEBSCH 37CG OR EQUAL

GAS HEATED

WITHOUT COIN METER

ALTERNATE BID: KENMORE 31 MANUAL TIMER, ~~PERMANENT PRESS~~ CYCLE $875.00

MARCH TERM 1976

State of Tennessee
Hamilton County

MARCH 3, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-14

TITLE ACCEPTING THE BID OF JAMES E. COX FOR ONE EACH WASHER AND ONE EACH DRYER FOR THE JUSTICE BUILDING TOTALING $3348.68.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE EACH WASHER AND ONE EACH DRYER FOR THE JUSTICE BUILDING.

WHEREAS, THE BID OF JAMES E. COX FOR $3348.68 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF JAMES E. COX CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF 1975 GENERAL OBLIGATION FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing two (2) Resolutions were unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

Judge Moore stated that these were the lowest and best bids.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
TOM MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 3, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: FOR JUSTICE BLDG.:
1 EA. WASHER - HEAVY DUTY - COMMERCIAL TYPE - ELECTRIC
1 EA. DRYER - " " " " - GAS
SEE ATTACHED SPECIFICATIONS

DATE: FEBRUARY 23, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P. R. RICHARD, DIRECTOR OF PURCHASING

PRR/HM

SPECIFICATIONS :

WASHER: HEAVY DUTY - COMMERCIAL TYPE

WASCOMAT - GIANT W-183 MODEL OR EQUAL

ELECTRIC

WITHOUT COIN METER $2,664.69

DRYER: HEAVY DUTY - COMMERCIAL TYPE

HUEBSCH 37CG OR EQUAL

NATURAL GAS

WITHOUT COIN METER

$717.82

TOTAL $3,382.51

or will furnish both for $3,348.68

F.O.B. Chattanooga, Tennessee
1 year warranty on parts
30 day labor warranty
Delivery approximately 2 to 3 weeks

[illegible] Pres.
[illegible] COA COMPANY, INC.
[illegible] PIEDMONT CIRCLE N.E.
ATLANTA, GEORGIA 30324

SPECIFICATIONS:

WASHER: HEAVY DUTY - COMMERCIAL TYPE

WASCOMAT - GIANT W-183 MODEL OR EQUAL

ELECTRIC

WITHOUT COIN METER

ALTERNATE BID: AMETEK "CHORE BOY" $3,000.00

STANDARD MODEL (GRAVITY DRAIN) MANUAL TIMER, WHITE ENAMEL CABINET.

OPTIONS: MOTOR DRIVEN DRAIN PUMP----------$225.00
COOL DOWN FEATURE FOR NO-IRON -----$ 70.00

DRYER: HEAVY DUTY - COMMERCIAL TYPE

HUEBSCH 37CG OR EQUAL

GAS HEATED

WITHOUT COIN METER

ALTERNATE BID: KENMORE 50 MANUAL TIMER, PERMANENT PRESS CYCLE $875.00

MARCH TERM 1976

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-15

TITLE A RESOLUTION TO APPOINT TWO NEW MEMBERS TO THE HAMILTON COUNTY NURSING HOME BOARD.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, there exists two vacancies on the Hamilton County Nursing Home Board due to the termination of the terms of Dan Brewer and Harry White, both of whom having served with distinction; and

WHEREAS, Mrs. Rosemary (Harry) Weber and Clarence Elliott have shown by their personal efforts to improve the quality of life for all our citizens that they are deserving to serve upon said Board and will benefit all Hamilton Countians thereby.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That Mrs. Rosemary Weber and Clarence Elliott are hereby appointed as members of the Hamilton County Nursing Home Board, to serve thereon until March 1st, 1980.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Coyne U. Brickett
Member of the County Council

Action taken.....

MARCH TERM 1976

ON MOTION of Councilman Ricketts, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * * *

(Judge Moore stated that Mrs. Rosemary (Harry) Weber and Clarence Elliott were being appointed to the Nursing Home Board to replace Dan Brewer and Harry White whose terms had been terminated.)

M A R C H T E R M 1 9 7 6

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

NO. 376-16

TITLE TO NAME MANUFACTURERS HANOVER TRUST COMPANY, CORPORATE TRUST DEPARTMENT AS SUCCESSOR PAYING AGENT FOR HAMILTON COUNTY BONDS AND COUPONS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Manufacturers Hanover Trust Company has developed an automated system for the payment of municipal bonds and coupons that will provide more and better information at a lesser cost.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Hamilton County, Tennessee in Session Assembled: That the Manufacturers Hanover Trust Company, Corporate Trust Department is hereby named as successor paying agent for all bond issues of Hamilton County, Tennessee effective May 1, 1976.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the publi welfare requiring it.

Doe Moore
Member of the County Council

Action taken Adopted

MARCH TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular company in 1974 served as the paying agent for more than 11 million coupons. The County has previously paid $2.75 on $5,000 on 4% bonds. This company charges 75¢ instead of the $2.75. On coupons, instead of having to pay from 22½¢ to 35¢, this company charges 8¢.)

State of Tennessee
Hamilton County

March 3, 1976

A RESOLUTION

No. 376-17

TITLE - A RESOLUTION DEFINING THE DUTIES AND RESPONSIBILITIES OF THE COUNTY MANAGER; IDENTIFYING CERTAIN PROBLEM AREAS IN THE HAMILTON COUNTY PERSONNEL PROCEDURES POLICY, ORGANIZATIONAL CHART AS IMPLEMENTED IN THE HAMILTON COUNTY PERSONNEL PROCEDURES MANUALS AND DIRECTING A STUDY FOR THE CORRECTION OF SAME; AND PROVIDING FOR THE RESOLUTION OF ANY CONFLICTS IN THE PRESENT PERSONNEL POLICY AND EXISTING LAW UNTIL SUCH TIME AS A NEW PERSONNEL POLICY PROCEDURE MANUAL IS ADOPTED.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, it appears that certain portions of the Hamilton County Personnel Policy Procedure as implemented by this body in the September 18, 1974, resolution and in the resolutions of this body number 675-26 dated June 18, 1975, and 875-2 dated August 6, 1975, have adopted certain personnel policies and attendant publications which are at whole or in part in conflict with the 1941 Private Act, Chapter 156, which act established the organization of the government of Hamilton County, Tennessee; and,

WHEREAS, the County Council of Hamilton County, Tennessee, finds that such conflicts in the 1941 Private Act and the present Hamilton County Personnel Policies do exist; and,

WHEREAS, it is the intent of the Hamilton County Council to bring those portions of the present personnel policy which are void and those other portions of the policy which are in conflict with the scope and intent of the 1941 Council-Manager Act into line with the scope and intent of said statute;

NOW, THEREFORE, BE IT RESOLVED that the County of Hamilton, Tennessee, hereby:

(1) Finds that it is mandatory that the County Council employ a General Manager of county affairs to be known as the County Manager; and the Council further finds that the County Manager shall serve at the pleasure of the Council and that the County Manager shall be paid a salary to be fixed by the Council which shall at this time be $_____.

(2) Delineates and defines the duty of said County Manager who in accordance with such shall be directly responsible to the Council and who may be required to perform the following duties for the Council.

(a) The County Manager shall exercise general supervision over all departments of Hamilton County which exist now or which were created by the 1941 statute;

(b) The County Manager will serve as head of any department of Hamilton County government except the Auditing Department when designated by affirmative resolution of the Hamilton County Council;

(c) The County Manager will recommend to the Council suitable employees to carry out the functions of Hamilton County's government and will recommend to the Council a just compensation for such employee;

(d) The County Manager will make recommendations to the Council from time to time for the consolidation of such activities as he from his experience deems advisable;

(e) The County Manager will not later than June 1st of each year submit to the County Council a classified budget consisting of detailed estimates of expenditures and revenues for the forthcoming fiscal year as provided by law; and,

(f) The County Manager will report from time to time to the Council on such matters of county interest as the Council may require, and the County Manager will perform such additional duties as may be required of him by the Council;

(3) That the County Manager conduct an appropriate study of the Hamilton County Personnel Policy, organizational chart and procedures manuals suggesting changes thereto which will bring said Hamilton County Personnel Procedures, policy manual and organizational chart into compliance with the scope and intent of Chapter 156 of the Private Acts of 1941, and that the County Manager report to the County Council with his recommendations when said study has been completed; and,

(4) That the county government shall continue in the interim to operate under the Hamilton County Personnel Policy as it now exists with the exception that the Hamilton County Council shall have the final authority as to any disputes which shall arise during the study and until such time as a new personnel policy can be adopted;

BE IT FURTHER RESOLVED, That this resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Councilman Fuller, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that he heartily concurs in this.)

Councilman Fuller stated that "we have been acting like we have no problems but we do have." Councilman Fuller said that he thought this resolution was a definitive step in the right direction and was of first priority in clearing up these problems.)

FRA[illegible]EWELL
OFFICE OF ~~XXXXXXXXXX~~ SHERIFF
HAMILTON COUNTY, TENNESSEE

FINANCIAL STATEMENTS FOR MONTH OF JANUARY, 1976

Opening Cash Balance. . . . . $ 34,696.22

STATEMENT OF CASH RECEIPTS

GENERAL FUND:		
Ex-Officio appropriation	$ 105,000.00	
Misdemeanor Costs		
Waiting on courts		
Summoning jurors	3,621.00	
Returning prisoners	1,652.72	
Workhouse cases	1,386.25	
Uniform allowances	1,440.00	
Alcoholic rehabilitation officer	800.00	113,899.97
CIRCUIT COURT CLERK:		
Court of General Sessions	$ 6,298.61	
Circuit Court	2,958.83	9,257.44
CRIMINAL COURT CLERK:		
Criminal Court	$ 3,355.35	
Court of General Sessions	1,339.50	4,694.85
OTHER SOURCES:		
Foreign papers	$ 556.50	
Boarding prisoners		
State of Tennessee	65,346.00	
Federal government	1,620.00	
City of Chattanooga		
City of Red Bank		
Other: Reimburse Basic School, Tn. Law Enforce. Train. Acad. (9) employee's & Travel Exp.	4,816.17	
Reimburse Travel Exp. to Narcotic School	55.58	72,394.25
TOTAL RECEIPTS		200,246.51
TOTAL AVAILABLE CASH		$234,942.73

STATEMENT OF DISBURSEMENTS

EXPENSES OF OFFICE:		
Salaries-(See attached detail)		115,569.69
Automobile expense-	$	
Repairs and parts	3,607.66	
Gas, Oil and grease	17,976.68	
Tires and tubes	281.68	
Insurance		
Radio service	349.71	
Auto allowance for process servers		22,215.73
Other-		
Provisions	$ 4,063.28	
Returning prisoners	1,094.98	
Uniform allowances	1,440.00	
Alcoholic rehabilitation officer	752.30	
Miscellaneous: Office	216.85	
Sanitation $89.00, On Duty Injuries $76.00, Supreme Ct. Garnishment Fi Fa. 35 B. Spangler $340.35, Hot Line Oct. - Feb. $481.12, Reg. & Title on Undercover Car $7.75	994.22	8,561.63
TOTAL DISBURSEMENTS		146,347.05
CLOSING CASH BALANCE		88,595.68

Signed Frank Jewell
Sheriff

Sworn to and subscribed to before me, this the 20 day of Feb. 1976

W. J. Crowe
County Court Clerk

SALARIES FOR THE MONTH OF JANUARY, 1976

SHERIFF

Frank Newell		1,801.62

DEPUTIES

Edward J. Russell	Chief Deputy	1,356.92
William G. Newell	Ass't Chief Deputy	980.30
John D. Holt	"	980.30
Wm. E. Robbs	Chief of Detectives	980.30
Oscar E. McMillian	Detective Lieutenant	844.62
David M. Minnich	"	844.62
Clarence E. Schroyer	Narcotic Inspector	893.54
Martin Brown	Narcotic Lieutenant	844.62
Paul J. Smith	Narcotic Detective	793.84
Hamilton Blackstone	"	807.70
E. Glenn Broyles	"	793.84
Lonnie Schultz	"	720.92
Thomas R. Shugart	"	807.70
Howard V. Shutters	"	793.84
Craig D. Glaze	Arson Detective	793.84
James E. Arrowood	Detective	793.84
Billy R. Davis	"	793.84
Douglas M. Everett	"	793.84
Earl H. Gant	"	119.07
Paul R. Holt	"	793.84
John T. Lawson	"	793.84
Clinton H. Peoples	"	784.62
Chester Westfield	"	793.84
David Ziegler	"	793.84
C. L. Westbrook	Fugitive Detective	793.84
F. A. Wilson	"	793.84
James A. Baker	Auto Theft Detective	793.84
Melvin K. Johnson	"	793.84
Robert J. Davis	Captain	875.08
Kenneth Lee	"	875.08
Wm. A. Robinson	"	875.08
James O. Lane	Lieutenant	844.62
Sam James	Sergeant	784.62
Fletcher D. Miller	"	784.62
Robert O'Dell	"	784.62
Claude Petty	"	784.62
Willie Turner	"	784.62
Joseph Dietzen	Desk Sergeant	784.62
Thomas L. Fox	"	784.62
James N. Lusk	"	784.62
Calvin Sivley	"	784.62
Edwin Anderson	Patrolman	752.30
Mitchell Ball	"	720.92
James E. Bell	"	728.81
Charles J. Brock	"	641.54
Edward R. Brown	"	752.30
Austin L. Burns	"	752.30
T. J. Burns	"	752.30
Joe I. Bush	"	752.30
Roy Combs	"	720.92
Charles Dagnan	"	664.62
Jack Danielson	"	752.30
Darwin Dickson	"	664.62
David Francisco	"	720.92
Doyle E. Francisco	"	664.62
David L. Goodman	"	664.62
Larry R. Gragg	"	752.30
Robert M. Griffin	"	664.62
Charles Grissom	"	720.92
James Hardy	"	752.30
John Haslerig	"	641.54
Ronnie Hayes	"	664.62
Larry Holland	"	692.77
Charles Huggins	"	641.54
Lawrence Ingle	"	641.54
Fred Johnson, Jr.	"	720.92
William B. Lampkin	"	161.54
Donald A. McCullough	"	752.30
James Massengale	"	752.30
Willis D. Matthews	"	641.5[illegible]

DEPUTIES CONTINUED

John S. Maxwell	Patrolman	720.92	
Goldman P. Maynard	"	720.92	
R. L. Monger	"	752.30	
James M. Moore	"	664.62	
Horace A. Morgan	"	720.92	
Johnny R. Morris	"	664.62	
Lewis S. O'Neal	"	752.30	
Ervin O. Partridge	"	752.30	
Ronald R. Parson	"	728.81	
Fred Paul	"	752.30	
Cleveland V. Price	"	752.30	
Thomas E. Ratledge	"	752.30	
Randall Rich	"	752.30	
Charles Richmond	"	752.30	
Ralph Rogers	"	664.62	
Michael Rundles	"	720.92	
Douglas Rutherford	"	752.30	
James Sanders	"	749.07	
James Swafford	"	720.92	
John Swope, Jr.	"	752.30	
Joel W. Syler	"	720.92	
Charles Tate	"	641.54	
Harmon D. Thomasson	"	320.77	
Donald Thompson	"	752.30	
Richard Thurman, Jr.	"	664.62	
Harry G. Tomaras	"	664.62	
Bill Urena	"	752.30	
Vernon L. Vaughn	"	752.30	
Rodney Veron	"	752.30	
David L. Walker	"	664.62	
Jerry W. Watkins	"	720.92	
James T. Wilken	"	752.30	
Benny Williams	"	752.30	
William Williams	"	752.30	
Ronald Winkler	"	664.62	
Charles Westfield	Janitor (Spec. Officer)	448.62	78,687.10

PROCESSING OFFICERS

Claude R. Fifer	Civil Officer	727.38	
Arthur R. Gray	"	727.38	
E. Jonah Harris	"	727.38	
Frederick Lawing	"	727.38	
Barney Morgan	"	727.38	
Edwin Price	"	727.38	
E. J. Self	"	727.38	
J. Harvey Steele	"	727.38	
Shelton Swafford	"	727.38	
Harry Weddle	"	727.38	7,273.80

JAILERS

Grover C. Fuller	Chief Jailer	784.62	
Harry Bible	Jailer	752.30	
David Carlisle	"	752.30	
C. Wayne Condra	"	664.62	
James Grayson	"	641.54	
Richard Hight	"	664.62	
Robert L. Mowery	"	752.30	
Ralph Murphy	"	752.30	
Henry Patterson	"	752.30	
Wiley Perkinson	"	752.30	
Shelby Rogers	"	752.30	
Paul W. Scott	"	747.64	
Walter Sprouse	"	720.92	9,490.06

CLERICAL

Mary J. Schoolfield	Co-Ordinator	600.00	
Carolyn S. Minnich	Executive Secretary	701.54	
Donna Sparks	Det. Dept. Secretary	600.00	
Jo B. Abney	Sec. to Sheriff's Dept.	600.00	
Marguerite M. White	Chief Bookkeeper	810.46	
Lenda R. Clark	Assistant Bookkeeper	641.54	
Aubrey Haley	Utility Clerk	504.92	
Gladys Leming	Dispatcher	641.54	
Sheila J. Messick	"	641.54	
Wm. H. Long	"	641.54	

CLERICAL CONTINUED			
Louise Twyman	Dispatcher	641.54	
Mildred Wilkey	"	641.54	7,666.16
OTHERS			
Oliver Cobb	Court Officer	720.92	
Roy Eldridge	"	720.92	
Calude Kersey	"	752.30	
Grover T. Payne	"	752.30	
James Sage	"	752.30	
Jimmy Sharrock	"	752.30	
A. L. Dempsey	Process Server	727.38	
Wm. F. Drew	"	727.38	
James G. Holder	"	727.38	
Bryant Turner	"	727.38	
C. E. Arnold	Special Officer	76.16	
Richard Barnard	"	76.16	
W. Frank Clark	"	76.16	
Wm. E. DeSha, Jr.	"	161.54	
Mitchell Durham	"	76.16	
Andrew J. Ellis	"	161.54	
W. Harold Garner	"	76.16	
Robert Gilreath	"	76.16	
Aubrey Green	"	76.16	
James R. Grindle	"	76.16	
George Hixson	"	76.16	
John Jenkins	"	76.16	
Karey Kaley	"	76.16	
William Kay	"	76.16	
Karl Kayler	"	76.16	
Melvin Lovelady	"	76.16	
Wm. E. Page	"	76.16	
Charles Parks	"	76.16	
Leslie Satterfield	"	76.16	
John Solomon	"	76.16	
Larry D. Stearns	"	76.16	
Luther Tilley	"	76.16	
John Webster	"	76.16	
A. J. Wilson	"	76.16	
John Lanham	Staff Chaplain	76.16	9,435.32
GUARDS (HOSPITAL & SPECIAL DUTY)			
Martha Robbs	Special Duty (Nurse)	160.00	
Doris A. Kersey	" (Jury)	40.00	
Robert Hoge	" (Guard)	363.13	
George Kaylor	" (Guard)	252.50	
Oscar U. Taylor	" (Guard)	300.00	
Herschel T. White	" (Guard)	100.00	1,215.63

TOTAL: $115,569.69

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the records of the Sheriff's office for January, 1976, be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Mr. Raymond Hughes, president of Hughes Electric, said that he concurred with the comments that Mr. Fuller had made, that you do run into problems that should be straightened out. Mr. Hughes said that when Judge Moore brought up his bill about changing parts of government, he did not think too much about it but now he thought that Ray Albright, David Copeland, and the two Carters should take another look at the bill. (SB966)

Mr. Hughes said that he found his 1974 tax bill in his desk when he was clearing it out and realized that it had never been paid. He got a bill for his 1975 tax and mailed a check to pay for both years. He got a letter back from Howell Peoples, Clerk and Master, telling him that he owed $26.28 in interest and penalty. Mr. Hughes said he felt he did owe that, that it was his fault. However, there was a commission fee of $24.31 and court costs of $9.50 and he did not know what that was for. He never even talked to a lawyer so who gets the commission? Mr. Hughes said that he did a little investigating. The commission goes to a lawyer whose name is not even on the bill. The check goes to Mr. Peoples. Mr. Hughes wonders if the commission is split up three ways among Mr. Peoples, Bill Nobles, and Leon Davis. Mr. Hughes said that he felt if Bill Nobles could not handle the job on the salary he gets then he should resign and get another job, that this is not fair. Mr. Hughes said that this is a problem that should be looked into and straightened out as Mr. Fuller suggested. Mr. Hughes said this lawyer must make $60,00 to $100,000 a year on this and this is just part-time. "If Bill Nobles is elected to the job, then this should be looked into and this lawyer should be fired," Mr. Hughes said. He said that Hamilton County should hire a man on a salary to collect this, that he would not have to be a lawyer. Mr. Hughes said that we have County Attorneys to take care of legal matters. He said that this should be rectified and it is up to the members of the Council to do it.

Mr. Hughes said that there was one other thing he wanted to say, that he had known the County Judge for many years and he also knows Dalton Roberts. Mr. Hughes said that they were both good mean and that he liked both of them. Mr. Hughes said that he would like to see them

clear up their differences and get onto the job they are supposed to be doing.

Judge Moore told Mr. Hughes that in regard to Mr. Hughes' statement concerning the commission on back tax collections (Judge Moore said that frankly he had not seen one of the forms) he would assume that the commission is an attorney's fee, that commission is a misleading term and the form should state what it really is. Judge Moore said that he hates to see anyone cast blame on those people who could not be at fault.

Mr. Hughes said that the people cast the blame themselves, "not the public, not me." Mr. Hughes said that they did not take care of the bookkeeping, that why should the check be sent to Howell Peoples, and a lawyer should not be on a fee basis. Mr. Hughes said that the legislature should take another look at the Judge's bill. He said that no collector should be paid that kind of money. "If you need a lawyer, get the County Attorney," Mr. Hughes said. He stated that no lawyer ever contacted him and he never went to court and he thinks it's "down-right disgraceful."

Mr. Wendell Kelley of Title Guaranty and Trust said that they deal with property every day and that this problem was brought about by the State Legislature, not the County officials. It is a matter of state laws being enforced. Taxes that are one year delinquent are turned over to the back tax attorney who is appointed by Bill Nobles, Trustee. Leon Davis, the back tax attorney, has two full-time employees keeping up with the work and Mr. Kelley said that Mr. Davis probably receives no more than $35,000 to $40,000 a year from this job, certainly not the figure Mr. Hughes quoted. Mr. Kelley said that the County Council has nothing to do with back tax property.

Mr. Hughes said that the Council has to do with taxes, that the public pays the taxes and the Council appropriates the money.

Mr. Marion Pearson, representing the garbage collectors, asked to make a brief request. Mr. Pearson stated that they are having problems from the continual harrassment they are getting. He stated that it appears from statements Judge Moore makes that there is no garbage collection in Hamilton County. Mr. Pearson said the private collectors had been handling this for thirty years or more and in the past they have had the cooperation of the Judges, the Sheriff, and the Health Department. Mr. Pearson said that Judge Moore says he wants the best government. Mr. Pearson said that they are probably working 7 or 8 thousand of these. The only reason they are not working the others is because these people do not want it. Their charge is $4 or $5 a month, or $48-$60 per year. They think this is fair, Mr. Pearson said, and have asked the County to cooperate. Mr. Pearson said that the judge's executive assistant Mr. Mahn said that there are 58,000 residents in Hamilton County that could not get service. Mr. Pearson said that this is a complete falsehood, that the estimate is more people than live outside the municipalities. Mr. Pearson said that this is a complete falsehood, that the estimate is more people than live outside the municipalities. Mr. Pearson said that Mr. Mahn said these figures came from the Health Department, but nobody at the Health Department knows anything about it. Mr. Pearson said that there were 2 to 3 thousand that do not have service only because they do not want it. Mr. Pearson said that they had asked Mr. Mahn to give them the area where people cannot get service but they have heard nothing from Mr. Mahn. Mr. Pearson said that they have offered to work with the County Judge and the County. They have problems with people dumping garbage on Highway 58. Mr. Pearson said that they were asking and urging the County to try to put in the transfer stations that were purchased two years ago and are just "sitting out there rusting." Mr. Pearson said that he was present for the private garbage collectors, that they are asking for cooperation in this continued harrassment. Mr. Pearson said "We want to help and we are willing to help. We should get help from the County to enforce the litter laws."

ON MOTION of Councilman Long, seconded by Councilman Mayfield, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation.

CHAIRMAN

COUNTY COURT CLERK

M A R C H T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, MARCH 24, 1976

BE IT REMEMBERED, That on this the 24th day of March, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Robert M. Simpson, Ashland Terrace Christian Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Long, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

MARCH TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, March 24, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

Ham Co Judges Office
2781

State of Tennessee
Hamilton County

Before me personally appeared Reba Burk

who, being duly sworn, says that she is the Clerk of the

"CHATTANOOGA NEWS-FREE PRESS:" that the Legal,

notice of which the following is a true copy,

PUBLIC NOTICE
OF MEETING OF
COUNTY COUNCIL OF
HAMILTON COUNTY,
TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, March 24, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201, Courthouse, and in open session at 10:00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

has been published in the above said Newspaper on the following dates, to-wit:

March 19, 1976

the full number of times required by law, and that there is due the "CHATTANOOGA NEWS--FREE PRESS," for publication of such notice the sum of 7.75 Dollars.

Reba Burk

Sworn to and subscribed before me, this 24 day of March, 19 76

Amy Day

My Commission expires _____, 19 ___

MARCH TERM 1976

No. 2780

State of Tennessee

Hamilton County

Before me personally appeared Nancy J. Cole,

who, being duly sworn, says that (~~he~~) (she) is the Manager, Classified Advertising of the CHATTANOOGA TIMES: and that the notice of which the following is a true copy,

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, March 24, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m., in the County Council Room of the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

has been published in the above said Newspaper on the following dates, to-wit:
March 19, 1976

the full number of times required by law, and that there is due the TIMES PRINTING COMPANY, Publisher of the CHATTANOOGA TIMES, for publication of such notice the sum of $7.13

Nancy J. Cole

Nancy J. Cole, Manager, Classified Advertising

Sworn to and subscribed before me, this 22 day of March, 1976

Jere Eubanks

Jere Eubanks, Legal Clerk

My Commission expires January 7, 1979

My Commission Expires Jan. 7, 1979

Form No. 573

State of Tennessee
Hamilton County

MARCH TERM 1976

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-18

TITLE A RESOLUTION TO AMEND THE HAMILTON COUNTY ZONING REGULATIONS AND THE ZONING REGULATIONS OF CERTAIN MUNICIPALITIES THEREIN SO AS TO PERMIT THE LOCATION AND DEVELOPMENT OF FUNERAL HOMES IN OFFICE DISTRICTS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Hamilton County Zoning Regulations have a separate zoning district for offices and similar uses, yet persons who wish to develop property as a funeral home have heretofore been restricted to the General Business District or Industrial District; and

WHEREAS, funeral homes as a land use are similar in effect on surroundings and compatible with uses already permitted within the Office District, thereby constituting no threat of degradation to the scope and intent of the Office District; and

WHEREAS, the Planning Commission reviewed and recommended an amendment to the Zoning Regulations on January 12th, 1976, such amendment being as follows:

1. To amend Article IV, Section 1300, OFFICE DISTRICT, by adding a new section to be designated 1301.19, as follows: "1301.19 Funeral Homes."

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the Zoning Regulations of Hamilton County including the municipalities of East Ridge, Soddy-Daisy, Collegedale and Lakesite, are hereby amended in the aforementioned manner so as to permit the location and development of funeral homes within Office Districts.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation.

Total present-5. Absent-0.

* * *

(Judge Moore stated that at the present time funeral homes are permitted in general business districts. This will amend the office district zoning to permit the locating of funeral homes in these ore districts.)

MARCH TERM 1976

PROPOSED AMENDMENT TO THE ZONING REGULATIONS
OF HAMILTON COUNTY (EAST RIDGE,
COLLEGEDALE, SODDY-DAISY AND LAKESITE)
TO PERMIT THE LOCATION OF FUNERAL HOMES
WITHIN THE OFFICE DISTRICT

WHEREAS, the Hamilton County Zoning Regulations have a separate zoning district for offices and similar uses, and

WHEREAS, persons wishing to develop property as a funeral home have heretofore been restricted to the General Business District or Industrial District, and

WHEREAS, it is believed that funeral homes as a land use are similar in effect on surroundings and compatible with uses already permitted within the Office District, thereby constituting no threat of degradation to the scope and intent of the Office District, and

WHEREAS, there is a need to permit the location of funeral homes within Office Districts,

NOW THEREFORE, BE IT RESOLVED that the Planning Commission on January 12, 1976, reviewed and recommended to the Judge and Members of the County Council and to the Mayors and City Commissioners of the cities of Lakesite, Soddy-Daisy, Collegedale, and East Ridge that the Zoning Regulations of their various jurisdictions be amended to permit the location and development of funeral homes within Office Districts.

Thordis D. Harden
Secretary

Appl. #180

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-19

TITLE REZONING FROM AGRICULTURAL DISTRICT TO GENERAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT 8911 DALLAS HOLLOW ROAD, BEING AT THE NW CORNER OF DALLAS HOLLOW ROAD AND DALLAS LAKE ROAD. THIS TRACT BEINGS AT THE NW RIGHT-OF-WAY OF DALLAS LAKE ROAD, FRONTS 440' ON THE WEST LINE OF DALLAS HOLLOW ROAD AND EXTENDS WEST 85', THENCE SW 315' TO DALLAS LAKE ROAD, THENCE SE, ALONG THE NORTH LINE OF DALLAS LAKE ROAD, 300', THENCE NE, ALONG THE RIGHT-OF-WAY, 120' TO DALLAS HOLLOW ROAD, THE POINT OF BEGINNING, BEING LOTS 1 AND 2, W. N. SMITH SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN DEED BOOK 976, PAGE 436, R.O.H.C. AND AN UNRECORDED AREA SOUTH OF THE ABOVE LOTS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, W. O. Nelson petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 8911 Dallas Hollow Road, being at the NW corner of Dallas Hollow Road and Dallas Lake Road, and said Planning Commission after hearing recommended that said petition be denied and the site be approved as Office District; and

WHEREAS, W. O. Nelson requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on March 3, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the request of Mr. W. O. Nelson to rezone from Agricultural District to General Business District be denied and that the recommendation of the Planning Commission to rezone to Office District be approved.

BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

MARCH TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was the resolution that had been passed from the last Council meeting in order that the foregoing Resolution could be drawn up and presented first. Judge Moore asked if there was anyone present in opposition. There was no one. Mr. Sam Keese was present representing Mr. Nelson.)

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

NO. 376-20

TITLE A RESOLUTION TO ESTABLISH A CAMPING SEASON AT THE HAMILTON COUNTY PARK AND TO PROVIDE FOR THE ENFORCEMENT OF SAME.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Hamilton County Park camping areas require attendant facilities such as plumbing and waste disposal whenever said areas are in use; and

WHEREAS, in order to protect and maintain these attendant facilities during the colder months, expensive and elaborate precautions must be taken, thus requiring that their usage be forestalled until warmer weather arrives; and

WHEREAS, for the abovementioned reasons of necessity and economy, as well as to promote the public benefit, the establishment of a camping "Season" is required.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That a camping Season at the Hamilton County Park is hereby established, same being from April 1st to November 15th of each year.

BE IT FURTHER RESOLVED, that the Superintendent of said Park shall designate and properly maintain camping areas during said Season and enforce the closure of such areas during the non-seasonal period.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that there had been problems this past winter after the rest room facilities had been closed and winterized with campers coming in and using them. It had cost $250 to correct the damages done by campers misusing the County property. The County Park Superintendent had requested that regulations be established setting dates for camping. This Resolution will establish the dates for camping from April 1st to November 15th of each year. Checking with the weather authorities had established that the average date of the last freeze is March 27 since records have been kept, although in the last three years the last freeze did occur in the first two weeks of April.)

MARCH TERM 1976

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

March 1, 1976

Honorable Judge Don Moore
Hamilton County Judge
Courthouse

Dear Don:

Due to the tremendous amount of confusion in the Hamilton County Park over the dates and time of the camping season I cannot find anything on record where the County Park has ever had a definite policy established by the County Judge and the Council in a closing and opening date for the campers. It would appear from the records on hand that each superintendent has established his own policy, which in my opinion, and I believe you will agree should be established by the Judge and Council. I am asking for your help in this matter.

In my opinion the park should be closed to all campers November 15 thru April 1. We cannot show over 20 campers that use the park during this period. We have to turn the water off and anti-freeze the bath houses and all pipes.

Opening the campgrounds during this time is a cost to the county in material and man housrs. It cost the county about $200 every time we do this. Judge as you know our last freeze usually comes around March 22nd for the last 2 years. We have had a hard freeze the 1st two weeks in May. Judge I believe that this will be the best and alot less expensive to the county and to the people.

Sincerely yours,

L.L. McCurdy

L.L. McCurdy

cf

State of Tennessee
Hamilton County

MARCH TERM 1976

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-21

TITLE A RESOLUTION TO CHANGE A "RESOLUTION TO PARTICIPATE IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM", PREVIOUSLY APPROVED BY RESOLUTION 1275-15, SAME RELATING TO EMPLOYEES AT THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT PARTICIPATING IN SAID SYSTEM.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, by Resolution 1275-15, this County Council elected to have the employees of the Chattanooga-Hamilton County Health Department become eligible to participate in the Tennessee Consolidated Retirement System; and

WHEREAS, pursuant to Resolution 1275-15, a "Resolution to Participate" in said Retirement System was certified and forwarded to the Board of Trustees of said System for their consideration; and

WHEREAS, certain changes are required to be made in said "Resolution to Participate" in order for same to be approved by said Board, these changes being, when changes:

(a) That the County Council elects not to assume employer and employee liability for zero (0) years of prior service; and

(b) That the County will be liable for the employer liability on ten (10) years of prior service purchased by employees, and

(c) That the effective date shall be April 1, 1976.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the aforesaid "Resolution to Participate" in the Tennessee Consolidated Retirement System, as approved by Resolution 1275-15, is hereby amended as shown hereinabove, said "Resolution to Participate", and as so amended to be resubmitted to said System's Board of Trustees, as attached, same being made a part hereof by reference thereto as fully and completely as though copied herein verbatim.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

RESOLUTION TO PARTICIPATE IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM WITH RESPECT TO THE EMPLOYEES OF: The Chattanooga-Hamilton County Health Department

At a meeting of the Hamilton County Council
(Enter Name of Governing Body)

of the County of Hamilton, State of Tennessee
(Enter Name of County, City, Town, etc.)

at Chattanooga, Tennessee, on December 17th, 1975.

County Judge Don Moore offered the following resolution:
(Enter Name and Title of Official)

"RESOLVED: That the County Council of
(Enter Name of Governing Body)

Hamilton County, State of Tennessee, elects to have
(Enter Name of County, City, Town, etc.)

the employees of the Chattanooga-Hamilton County Health Department
(List Departments, Boards, etc. included in 1st Resolution)

of said Hamilton County become eligible to participate
(Enter Name of County, City, Town, etc.)

in the Tennessee Consolidated Retirement System as provided for by T.C.A. 8-3934, as now or hereafter in effect, which election, together with conditions of same and with such service credits to the effective date of participation as shall hereafter be certified to the Tennessee Consolidated Retirement System Board of Trustees."

"BE IT FURTHER RESOLVED: That the County Council of
(Enter Name of Governing Body)

Hamilton County State of Tennessee, elects not to
(Enter Name of County, City, Town, etc.)

assume employer and employee liability for Zero (0) year(s) of prior service for said employees and will be liable for the employer liability on Ten (10) year(s) of prior service purchased by the said employee.

Effective date shall be April 1st, 1976."

Beginning Employer Contribution Rate .38% on the total current liability of $ 72,078.00.

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, W. F. "Bill" Knowles, County Court Clerk of Hamilton County, Tennessee, at a meeting held on the 24th day of March, 19 76, on file in this office, and that the same is true copy thereof and the whole of said original. I further certify that the full County Council consists of five members, and that _____ of said members voted in favor of the above Resolutions.
(Enter Name of Governing Body)

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of Hamilton County, Tennessee.
(Enter Name of County, City, Town, etc.)

(SEAL)

W. F. Knowles
County Court Clerk

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

NO. 376-22

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CORRECTED DEED FOR CERTAIN PROPERTY SOLD BY HAMILTON COUNTY AND ERRONEOUSLY DESCRIBED AT TIME OF SALE.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Hamilton County purchased certain real property at a tax sale in October, 1967, selling same in August, 1970, said property being particularly described at time of purchase as "350 x Irreg. 20 Acres, Timesville Rd. 1750-A-1-12 SM Ham. Co., Tenn.", and, at time of sale, a depth notation was included in the deed; and

WHEREAS, following inquiry by attorneys for the subsequent purchaser, the County Engineer has noted that a width change in the aforementioned deed should also have been made, said change being from "350" to "750, more or less"; and

WHEREAS, a corrected deed, changed as hereinabove stated, should be issued in order to properly resolve the conveyance error noted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to execute a corrected deed for the tract referred to in Reeves No. 1750-A-1-12, changed only as hereinabove stated.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Don Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that these deeds involved a typographical error in one case and an error in referring to deed book and page number in the other, in both cases technical corrections.)

MARCH TERM 1976

SHUMACKER, THOMPSON & DYCUS
ATTORNEYS AND COUNSELORS AT LAW
SUITE 200 - IBM BUILDING
535 CHESTNUT STREET
CHATTANOOGA, TENNESSEE 37402

AREA CODE 615
265-2214

RALPH SHUMACKER
FRANK M. THOMPSON
DAVID A. DYCUS
N. DARRELL BRIDGES
RONALD I. FELDMAN
HUGH F. KENDALL, JR.
STEVE A. BOVELL
ROSS I. SCHRAM, III
PATRICK C. TAINTOR
WILLIAM B. PARKER

Ray - let's talk when meeting is over - OK?
Jim

January 19, 1976

Mr. James F. Turner
600 Maclellan Building
Chattanooga, Tennessee 37402

RE: Correction of Tax Sale Deed
Reeves No. 1750-A-1-12

Dear Mr. Turner:

A short while ago you received a telephone call from Mr. Ray Proctor in connection with a parcel of land located on Signal Mountain which was purchased by the County at a tax sale in October, 1967 and sold by it in August 1970.

I have enclosed for your reference copies of documents related to the tax sale and subsequent sale by the County. A review of these documents reveals that the County purchased property described as "350 x Irreg. 20 Acs. Timesville Rd. 1750-A-1-12 SM Ham. Co. Tenn." It appears, however, that when the property was sold by the County, a change was made in the description to read "350 x 1000W, 1248E, Nine Acres, More or Less, Reeves No. 1750-A-1-12. Mr. Proctor believes that County personnel retained the 350 figure but noted the depth of the property as 1000 and 1248 and decided that nine acres was the proper size.

A review of the tax map reveals that the property referred to by Reeves No. 1750-A-1-12 is approximately 20 acres. The problem is that when County personnel changed the description they failed to change the 350 figure to 750, a reasonable approximation of the front and rear dimensions.

At your suggestion, I am enclosing a deed, the description in which is the one used in the proceedings until the erroneous change was made by the County. I believe that Mr. Proctor would like to clear up the matter by issuing a corrected deed.

If I may be of further assistance, please contact me.

Yours truly,

William B. Parker

For SHUMACKER, THOMPSON & DYCUS

WBP:clr

This instrument prepared by
James F. Turner Attorney
600 Maclellan Building
Chattanooga, Tennessee 37402

M A R C H T E R M 1 9 7 6

Q U I T C L A I M D E E D

IN CONSIDERATION OF THE SUM OF ONE THOUSAND EIGHT HUNDRED DOLLARS ($1,800.00) cash in hand paid, the receipt of which is hereby acknowledged, HAMILTON COUNTY, TENNESSEE, a Constitutional County of the State of Tennessee, does hereby sell, transfer, convey and quitclaim unto HAROLD L. MILLER AND WIFE, MARY H. AND RON MURPHY AND WIFE, LINDA KAYE all right, title and interest in and to the following described real estate in Hamilton County, Tennessee, to-wit:

350 x Irreg. 20 Acs. Timesville Rd.
Reeves No. 1750-A-1-12 SM Hamilton
County, Tennessee

IN WITNESS WHEREOF, The Grantor herein, a County of said State of Tennessee, has caused the name of said County to be hereunto subscribed and the seal of said County to be affixed by the duly authorized officer, on this the _____ day of _____, 197_.

ATTEST: HAMILTON COUNTY, TENNESSEE

_____ By _____
COUNTY COURT CLERK JUDGE

M A R C H T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public of the State and County aforesaid, personally appeared, Don Moore, with whom I am personally acquainted, and who upon oath acknowledged himself to be County Judge of Hamilton County, Tennessee, the within named bargainor, a Constitutional County, and that he, as such County Judge, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the County by himself as County Judge.

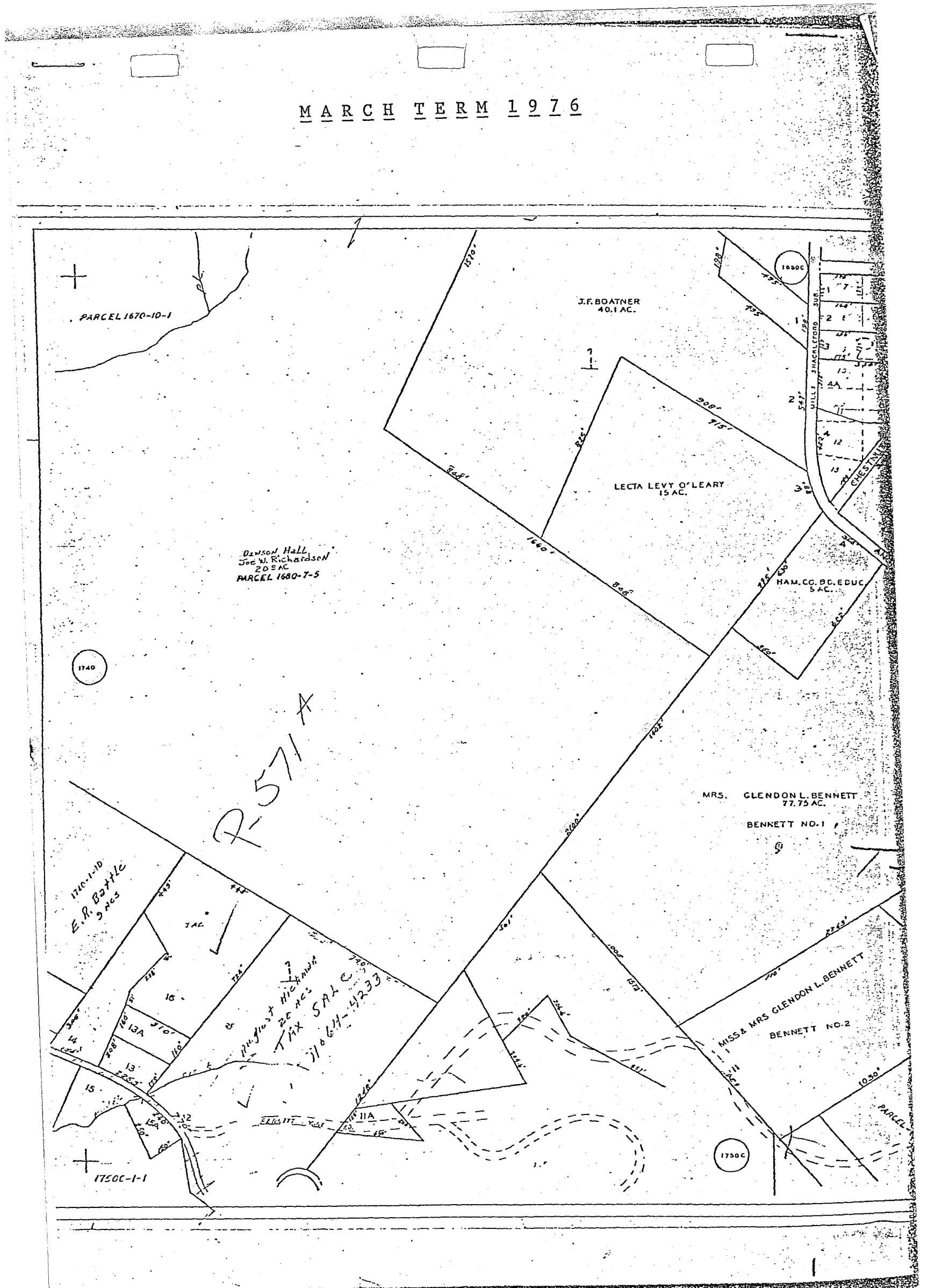
WITNESS my hand and seal at office in Chattanooga, Tennessee, on this the_____day of_____, 197_.

_____

Notary Public

My Commission expires:_____

MARCH TERM 1976



MARCH TERM 1976
CHANCERY COURT LAND SALE

No. 11064 — Item 4233

STATE OF TENNESSEE
CHANCERY COURT OF HAMILTON COUNTY:

STATE OF TENNESSEE, FOR ITS USE, ETC. *vs.* NEWELL S. ANDERSON, ET AL

Pursuant to a decree of said court, made in the above styled cause at ~~xxxxxxxxxxxxxxxxxxxx~~ *the* June, 1967 *term:*

I will, on the 25 th *day of* October *19* 67, *at eleven o'clock A.M. at the Court House door, in the City of Chattanooga, expose to sale at public outcry and sell to the highest and best bidder* for cash, subject to equity of redemption

the following described real estate:

350 x Irreg. 20 Acs. Timesville Rd. 1750A-1-12 SM Hamilton County, Tennessee
Assessed to Augusta Hickman

Said property will be sold subject to judgment of $ 1,381.17 and costs incident to sale with interest at the rate of 6% per annum from the 20 th day of July, 1967, to date of payment.

This 24 th day of August, 1967.

CARL BAKER, CLERK & MASTER

WALTER O'MILLENUK, SOL. FOR COMPLT.

MARCH TERM 1976

STATE OF TENNESSEE
HAMILTON COUNTY

Before me personally appeared Mrs Wise Shepherd who, being duly sworn, says that she is the Publisher of the "HAMILTON COUNTY HERALD"; that the Land Sale, notice of which the following is a true copy,

CHANCERY COURT LAND SALE
No. 11064, Item 4233
State of Tennessee
Chancery Court of Hamilton County
State of Tennessee, for its use, etc.
vs.
Newell S. Anderson, et al

Pursuant to a decree of said court, made in the above styled cause at the June, 1967 term, I will, on the 25th day of October, 1967, at eleven o'clock A.M. at the Court House door, in the City of Chattanooga, expose to sale at public outcry and sell to the highest and best bidder for cash, subject to equity of redemption the following described real estate:

356xIrreg. 20 Acs. Timesville Rd. 1750A-1-12 SM, Hamilton County, Tennessee.

Assessed to Augusta Hickman.

Said property will be sold subject to judgment of $1,331.17 and costs incident to sale with interest at the rate of 6% per annum from the 20th day of July, 1967, to date of payment.

This 24th day of August, 1967.
CARL BAKER, Clerk and Master
Walter O'Millinuk, Sol. for Complt.

has been published in the above said Newspaper on the following dates, to-wit: September 29 - October 6 - 13 - 20

the full number of times required by law, and that there is due the said "HAMILTON COUNTY HERALD," for publication of such notice, the sum of $10.00 Dollars.

Mrs Wise Shepherd

Sworn to and subscribed before me, this 20 day of October, 1967.

Vera J Crumbliss

My Commission expires

January 6, 1969

No. 11004-Item 4233

MARCH TERM 1976

State of Tennessee

Chancery Court of Hamilton County

State of Tennessee, for its use, etc. vs. Newell S. Anderson, et al
Stat

To the Chancellor presiding over the Chancery Court at Chattanooga:

The undersigned begs leave to report that, pursuant to decree heretofore rendered in the above stated case ~~and received~~ at the June, 1967 term, 1967, after advertising the time, terms and place of sale as required by said decree in the Hamilton County Herald, a newspaper published in Hamilton County, he, on the 25th day of October, 1967, at 11:00 o'clock A. M., at the Court House door in the City of Chattanooga, exposed to sale at public outcry and sold to the highest bidder, ~~in bar of~~ subject to the equity of redemption, ~~on a credit of~~ for cash ~~months (except per cent required in cash) requiring note and security, bearing interest from date, and retaining a lien on the land until the purchase price is fully paid,~~ the following real estate in Hamilton County, Tennessee, viz:

350 x Irreg. 20 Acs. Timesville Rd. 1750A-1-12 SM
Hamilton County, Tennessee
Assessed to Augusta Hickman

Said property was sold subject to judgment of $1,381.17 and costs incident to sale with interest at the rate of 6% per annum from the 20th. day of July, 1967, to date of payment.

And at said sale, there being no bidders for this property, the undersigned bid the property off in the name of Hamilton County for the sum of $1,557.00, this being the amount of all taxes due on said property including interest, costs, attorney's fees and penalties up to and including the year 1966.

Respectfully submitted this 25th day of October, 1967.

Curtis Baker
CLERK AND MASTER
By B. J. Bell DCM

M A R C H T E R M 1 9 7 6

STATE OF TENNESSEE,
for its use, etc.
Complainants

vs.

NEWELL S. ANDERSON, ET AL
Defendants

TAX CAUSE NO. 11064

ITEM NO. 4233

CHANCERY COURT

HAMILTON COUNTY, TENNESSEE

MOTION TO CONFIRM SALE OF CLERK AND MASTER

Come the Complainants by solicitor and move the Court for an order confirming the sale of the Clerk and Master and for a final decree as to 350 x Irreg. 20 Acs. Timesville Rd. 1750A-1-12 SM Ham. Co. Tenn. assessed to Augusta Hickman.

Walter C. Millwick
DELINQUENT TAX ATTORNEY

MARCH TERM 1976

STATE OF TENNESSEE,
for its use, etc.
Complainants

vs.

NEWELL S. ANDERSON, ET AL
Defendants

TAX CAUSE NO. 11064

ITEM NO. 4233

CHANCERY COURT

HAMILTON COUNTY, TENNESSEE

DECREE CONFIRMING SALE

BE IT REME BERED that the above styled cause came on further to be heard before the Honorable Ray L. Brock, Jr., Chancellor, upon the whole record in the cause, including the decree of sale and the Master's report in obedience thereto, which report is as follows:

(Here copy report in full)

And report being unexcepted to, is by the Court, on motion of Complainants in all things confirmed.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that all the right, title and interest of the defendant(s), August Hickman & Augusta Hickman and the unknown heirs of August Hickman & Augusta Hickman in and to the above described property be divested out of the defendantsand be vested in Hamilton County upon the payment of $1,557.00, which amount includes the tax, court costs and solicitor's fee, in fee simple with the right of said defendants to the equities of redemption according to law. The Clerk and Master will make, acknowledge for registration, and deliver to said purchaser a deed conveying said property to purchaser. Upon the redemption of said property by the defendants or any other disposition that may be made, the proceeds of the said funds will be distributed by the Clerk and Master to be applied to the payment of costs and payment to the Complainants in accordance with amounts due each of them as provided by law in tax sales.

A lien for solicitor's fees is herein decreed in behalf of Solicitors for Complainants, as per Clerk and Master's report.

Upon demand, of the purchaser, a writ of possession will issue to put purchaser into possession of the said property.

ENTER this 30th day of October, 1967

CHANCELLOR

O.K.

Walter R. Wardwell

DELINQUENT TAX ATTORNEY

State of Tennessee
Hamilton County

August 19, 1970

MARCH TERM 1976

A RESOLUTION

TITLE AUTHORITY TO ACCEPT OFFER OF HAROLD L. MILLER AND WIFE, MARY H. AND RON MURPHY AND WIFE, LINDA KAYE TO PURCHASE 350 X 1000W, 1248E, NINE ACRES, MORE OR LESS, REEVES NO. 1750A-1-12 IN THE AMOUNT OF $1,800.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, 350 x 1000W, 1248E, Nine Acres, More or Less, Reeves No. 1750A-1-12 was purchased by Hamilton County on account of unpaid taxes; and

WHEREAS, the property has been appraised at a value of $1,500.00; and

WHEREAS, Hamilton County has received an offer of $1,800.00 from Harold L. Miller and wife, Mary H. and Ron Murphy and wife, Linda Kaye.

NOW, THEREFORE, BE IT RESOLVED, that the said offer of $1,800.00 be approved and the County Judge be authorized to execute a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, that the County Judge is authorized to proceed with the closing of the transaction and the collection of the consideration and after paying the state its share of the taxes, court costs and expenses of the sale, disburse the balance pro rata, based on the tax rate of Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Richard H. Wyl
Member of the County Council

Action taken.....

MARCH TERM 1976

Checked with Jim Lowell

STATEMENT OF SALE

COUNTY OF HAMILTON
STATE OF TENNESSEE

Date 8-20-76

To Harold L. Miller and wife, Mary H.

and Ron Murphy and wife, Linda Kaye

Legal Description: 350 x 1000W, 1248E, Nine Acres, More or Less, Reeves No. 1750A-1-12. Tax Docket 11064, Item 4233 in Chancery Court of Hamilton County, Tennessee.

Sale Price		$1,800.00
Disbursements:		
Revenue Stamps		
		$1,800.00

I have examined the above statement and found it to be true and correct.

RIGHT OF WAY BUYER

APPROVED:

COUNTY JUDGE-HAMILTON COUNTY

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-23

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A DEED OF CORRECTION PREPARED BY W. C. THOMPSON, ATTORNEY FOR PURCHASERS ROBERT COFFMAN AND TERRY LEE PELFREY, SAME RELATING TO BACK TAX PROPERTY AUTHORIZED FOR SALE BY RESOLUTION DATED AUGUST 1, 1973.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, by Resolution dated August 1, 1973, this County Council authorized conveyance of certain back tax property to Robert Coffman and Terry Lee Pelfrey, which conveyance did not accurately describe the property intended for conveyance; and

WHEREAS, it is necessary to correct the prior conveyance by executing a Deed of Correction, a properly descriptive instrument having been prepared by W. C. Thompson, Attorney for the aforementioned grantees.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to execute a Deed of Correction in order to convey certain real property to Robert Coffman and Terry Lee Pelfrey, purchasers of said property pursuant to Resolution dated August 1, 1973.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Approved: ☑
Rejected: ☐

Member of the County Council

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * * *

(Judge Moore stated that these deeds involved a typographical error in one case and an error in referring to deed book and page number in the other, in both cases technical corrections.)

August 1, 1973

A RESOLUTION

TITLE AUTHORITY TO ACCEPT OFFER OF ROBERT COFFMAN AND TERRY LEE PELFREY TO PURCHASE LOT 5, KOBLENTZ CIRCLE SUBDIVISION OF L. P. CAMPBELL'S SUB., WARD 12, REEVES TAX #12-33-11, AS SHOWN IN PLAT BOOK 3, PAGE 13, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE IN THE AMOUNT OF $100.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Lot 5, Koblentz Circle Subdivision of L. P. Campbell's Sub. Ward 12, Reeves Tax #12-33-11, as shown in Plat Book 3, Page 13, in the Register's Office of Hamilton County, Tennessee was purchased by Hamilton County and the City of Chattanooga on account of unpaid taxes; and

WHEREAS, said property has been appraised at a value of $100.00; and

WHEREAS, the Mayor and Commissioners of the City of Chattanooga have approved an offer of $100.00 from Robert Coffman and Terry Lee Pelfrey.

NOW, THEREFORE, BE IT RESOLVED, that the said offer of $100.00 be approved and the County Judge be authorized to join in a quitclaim deed of conveyance in accordance with the terms of said offer, subject to the redemption laws of the State of Tennessee.

BE IT FURTHER RESOLVED, that Hamilton County and the City of Chattanooga is authorized to proceed with the closing of the transaction and the collection of the consideration and after paying the state its share of the taxes, court costs and expenses of the sale, disburse the balance pro rata, based on the tax rates between the City of Chattanooga and Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Bob Long
Member of the County Council

Action taken.....

Mail tax notices to:
Terry Lee Pelfrey
6583 Esquire Lane
Hixson, Tennessee 37343

This instrument prepared by:
W. C. THOMASSON, Attorney at Law
Municipal Building
Chattanooga, Tennessee 37402

DEED OF CORRECTION

This Deed of Correction made and entered into this_____ day of_____, 1976, by and between THE CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation, and HAMILTON COUNTY, TENNESSEE, a constitutional county of the State of Tennessee; hereinafter referred to as the Grantors, and ROBERT COFFMAN and TERRY LEE PELFREY, hereinafter referred to as the Grantees;

WHEREAS, on or about August 10, 1973, the Grantors conveyed by deed certain property in Hamilton County, Tennessee to the Grantees; and

WHEREAS, said Deed is irregular or erroneous in that the property is improperly described to convey to the Grantees the land intended by the parties to be conveyed; and

WHEREAS, the parties desire to correct the aforementioned Deed;

NOW THEREFORE, this Deed of Correction:

W I T N E S S E T H:

That for and in consideration of ONE HUNDRED AND NO/100 DOLLARS ($100.00), cash in hand paid, the receipt of which is hereby acknowledged, we, THE CITY OF CHATTANOOGA, TENNESSEE, and HAMILTON COUNTY, TENNESSEE, do hereby sell, transfer and convey unto ROBERT COFFMAN and TERRY LEE PELFREY, the following described real estate located in Hamilton County, Tennessee:

> Being a part of the property known as Koblentz Circle as shown by plat of record in Plat Book 10, page 27 of the Register's office of Hamilton County, Tennessee, and more particularly described as follows: BEGINNING at a point in the eastern line of the western portion of Koblentz Circle located one hundred three (103) feet north of the north line of Appling Street (and being the northwest corner of the property conveyed by A. J. Koblentz

and wife, to Fred Hensley and wife, Laura Hensley, by deed dated May 12, 1947); thence north along said eastern line of Koblentz Circle forty eight and 2/10 (48.2) feet to where said Circle makes a turn to the right; thence east following said Circle forty five (45) feet to where it turns back in a southwardly direction; thence still following said circle forty eight and 2/10 (48.2) feet to the northeast corner of the Hensley property, thence west along the north line of the Hensley property forty five (45) feet to the point of beginning. EXCEPTING THEREFROM the triangular northeast and northwest corners of said property taken up by Koblentz Circle as shown on the plat thereinabove referred to.
SUBJECT to the requirements of Zoning Ordinances No. 1943 and No. 2962 of the City of Chattanooga, Tennessee and any amendment of either of said Ordinances. Said property is described under State Tax No. 137A-L-24 as Lot Part 10, Koblentz Circle, Plat Book 10, page 27.

TO HAVE AND TO HOLD the above described tract or parcel of land with all the appurtenances, estate, title and interest thereto belonging to the said CITY OF CHATTANOOGA, TENNESSEE, and HAMILTON COUNTY, TENNESSEE, in fee simple forever.

IN WITNESS WHEREOF, the Grantors have caused their respective corporate and county names to be hereunto subscribed and their seals affixed by their duly authorized officers on this the 17th day of February, 1976.

ATTEST: THE CITY OF CHATTANOOGA, TENNESSEE

AUDITOR MAYOR

ATTEST: HAMILTON COUNTY, TENNESSEE

COUNTY COURT CLERK JUDGE

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Before me, a Notary Public of the State and County aforesaid, personally appeared CHARLES A. ROSE, with whom I am personally acquainted, and who upon oath acknowledged himself to be Mayor of the City of Chattanooga, Tennessee, the within named bargainor, a Municipal Corporation, and that he as such Mayor, being authorizied so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

WITNESS my hand and seal at office in Chattanooga, Tennessee, on this the 17th day of February, 197.

Billie M. Long
NOTARY PUBLIC

MY COMMISSION EXPIRES:

8-15-77

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Before me, a Notary Public of the State and County aforesaid, personally appeared, DON MOORE, with whom I am personally acquainted, and who upon oath acknowledged himself to be County Judge of Hamilton County, Tennessee, the within named bargainor, a Constitutional County, and that he as such County Judge, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the County by himself as County Judge.

WITNESS my hand and seal at office in Chattanooga, Tennessee, on this the 8th day of March, 1976.

Sandra A. Gates
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 8, 1976

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-24

TITLE A RESOLUTION TO ACCEPT CERTAIN BIDS FOR CERTAIN CATEGORIES OF FURNISHINGS AND FOR PLANTS AND PLANTERS FOR THE CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY AT THE NORTHGATE BRANCH AND AT THE MAIN LIBRARY, RESPECTIVELY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, bids were received by the Board of the Chattanooga-Hamilton County Bicentennial Library for certain furnishings for the Northgate Branch Library and for plants and planters at the Main Library; and

WHEREAS, the Board decided to accept the lowest bids submitted for certain categorical items, same being as follows:

Group VII - Wood Shelving (Northgate Branch)	$4,453.00	The Worden Company 199 E. 17th Street Holland, Michigan
Carpet (Northgate Branch)	$9,600.00	Terry Keith Company 6176 Airways Blvd. Chatta., Tenn.
Group VIII - Plants & Planters (Main Library)	$4,054.42	Capitol City Flowers 1047 Peachtree St. N.E. Atlanta, Georgia

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the above bids are accepted as stated above, Hamilton County's portion thereof to be paid out of the Chattanooga-Hamilton County Bicentennial Library appropriation and/or fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

MARCH TERM 1976

Chattanooga Public Library
MRS. KATHRYN ARNOLD, DIRECTOR

601 McCALLIE AVENUE CHATTANOOGA, TENNESSEE 37403 AREA CODE 615 / 266-6451

March 22, 1976

The Honorable Charles A. (Pat) Rose
Mayor of the City of Chattanooga
Municipal Building
Chattanooga, Tennessee 37402

The Honorable Don Moore
County Judge of Hamilton County
Hamilton County Courthouse
Chattanooga, Tennessee 37402

Re: Bicentennial Libraries
Interior Furnishings

Dear Mayor Rose and Judge Moore:

Bids were received by the Library Board on March 16, 1976 for furniture items at the Northgate Branch which could not be purchased on the basis of unit price proposals submitted for the main library. The bidding also included plants and planters at the main library. I am enclosing a tabulation of the bids that were received.

The results of this bidding confirmed the reasoning which led us to purchase all furniture possible for the branch on the basis of the unit prices submitted for the main library. Just as we suspected, the smaller quantities involved at the branch and the subsequent price increases since the other bids were received resulted in somewhat higher costs for these additional items.

After reviewing the bids, the board voted to award each to the respective low bidder in each catagory as follows:

Group VII	- Wood Shelving (Northgate Branch)	$4,453.00	The Worden Co. 199 East 17th St. Holland, Mich.49423
Carpet	- Northgate Branch	$9,600.00	Terry Keith Co. 6176 Airways Blvd. Chatt., Tenn. 37421

The Honorable Charles A. (Pat) Rose
The Honorable Don Moore
March 22, 1976
Page -2-

Group VIII-Plants & Planters (Main Library)	$4,054.42	Capitol City Flower Shop 1047 Peachtree St., N.E. Atlanta, Georgia 30309

When these amounts are added to the total price of all previously purchased furniture, the gross furnishings' cost will exceed the amount budgeted for furnishings for both buildings by $4,225.85, or about 1%. The Board proposes to pay this overrun out of the budgeted contingency so that no additional City or County funds would be needed beyond those already requested.

I don't know whether any action by the City and County is necessary, so will leave that decision to you.

With kindest regards,

Sincerely,

J. Thomas Mann

JTM:fj
Enclosure

cc (with enclosure):
Mr. Raymond B. Witt, Jr.
Mrs. Kathryn Arnold
Mr. Harlen Whitfield
Mr. Alan W. Derthick

(Judge Moore stated that these were the lowest and best bids or in some cases the only bid.)

MARCH TERM 1976

MISCELLANEOUS FURNISHINGS

CHATTANOOGA-HAMILTON COUNTY BICENTENNIAL LIBRARY

BID TABULATION - MARCH 16, 1976

	Bidder	Amount of Bid	Remarks
Group VII (Wood shelving Northgate Branch)	Library Bureau	$5,746.00	
	Warden	$4,891.00*	*Reduce bid to$445: if item 706 is change to 3 #N-4416-RB Record Browsers
Group VIII (Plants & Planters Main Library)	North River Nurseries	No Bid	
	Capitol City Flower Shop	$4,054.42	
Carpet (Northgate Branch)	Terry Keith	$9,600.00	
	Collegedale Interiors	No Bid	
	Carpet Gallery	$9,880.00	

I certify that this is a true copy of bids received and publically opened and read aloud on March 16, 1976.

Alan W. Deethick

Derthick & Henley, Architects

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

No. 376-25

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO GENERAL OILS, P.O. BOX 68, CHATTANOOGA, TN., FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $2628.48.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on February 28, 1975, General Oils, Inc., PO Box 68, Chattanooga, Tn., filed the application for Business Tax License and Report to the County Court Clerk and paid $11,390,566.32, and

WHEREAS, the taxpayer applied to the state Board of Equalization for reclassification of above-ground oil storage tanks from real property to personal property and the Board found in his favor on a ruling put out on September 26, 1975, and increased the personalty tax assessment for the County in the amount of $2,628.48, and

WHEREAS, the increase gave the taxpayer applicable tax credits in the amount of $3,368.48 and he used only $755.00, and

WHEREAS the taxpayer filed an amended return on February 18, 1976, and made claim for refund of $2,628.48,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to General Oils.

BE IT FURTHER RESOLVED: That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

No. 376-26

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO GORDON'S QUICK SERVICE, 2102 DAYTON BLVD., CHATTANOOGA, TN., FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $154.88.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on January 20, 1975, Gordon's Quick Service, 2100 Dayton Boulevard, Chattanooga, Tn., filed the application for Business Tax License and Report to the County Court Clerk and paid $173.38, and

WHEREAS, the taxpayer had applicable tax credits of $400.24 and used only the minimum tax credit of $15.00, and

WHEREAS, on February 19, 1976, the taxpayer filed an amended return making claim for refund of $154.88,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Gordon's Quick Service.

BE IT FURTHER RESOLVED: That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

No. 376-27

TITLE -TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO STUBBLEFIELD CONSTRUCTION CO., 1430 MILBRO CIRCLE, CHATTANOOGA, TN. 37412, FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $79.81.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on January 13, 1975, Stubblefield Construction Co., 1430 Milbro Circle, Chattanooga, Tn., filed the Application of Business Tax License and Report to the County Court Clerk and paid $98.31, and

WHEREAS, the taxpayer had applicable tax credits of $251.80 and used only $15.00 prepaid minimum tax credits, and

WHEREAS, on February 13, 1976, the taxpayer filed an amended 1974 tax return and made claim in the amount of $79.81,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Stubblefield Construction Co.

BE IT FURTHER RESOLVED: That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

MARCH TERM 1976

State of Tennessee
Hamilton County

March 18, 1976

A RESOLUTION

No. 376-28

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO NIMROD MARINE SALES, HIGHWAY 58 NORTH, HARRISON, TN., FOR THE OVERPAYMENT OF THE 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $417.37.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on February 28, 1975, Nimrod Marine Sales filed the application for Business Tax License and Report to the County Court Clerk and paid $435.87, and

WHEREAS, the taxpayer had applicable tax credits of $1766.09 and used only the minimum tax of $15.00, and

WHEREAS, on February 24, 1976, the taxpayer filed an amended return making claim for refund in the amount of $417.37,

NOW, THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Nimrod Marine Sales.

BE IT FURTHER RESOLVED: That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

No. 376-29

TITLE - TO AUTHORIZE HAMILTON COUNTY TO MAKE REIMBURSEMENT TO KINGWOOD HARDWARE AND SUPPLY CO., INC. 3816 RINGGOLD ROAD, CHATTANOOGA, TN., FOR OVERPAYMENT OF 1974 GROSS RECEIPTS TAX IN THE AMOUNT OF $80.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, on December 17, 1974, Kingwood Hardware and Supply Co., Inc., filed the application for Business Tax License and Report to the County Court Clerk and paid $177.95, and

WHEREAS, the taxpayer had applicable tax credits of $97.65 and used only $17.65, and

WHEREAS, on January 6, 1976, the taxpayer filed an amended return and made claim for a refund of $80.00,

NOW THEREFORE, BE IT RESOLVED by the County Council of Hamilton County, Tennessee, in session assembled: That the Department of Accounts and Budgets of Hamilton County is hereby authorized to make this refund to Kingwood Hardware and Supply Co.

BE IT FURTHER RESOLVED: That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing five (5) Resolutions were unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this is the usual and customary method of refunding overpayment of gross receipts.)

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-31

TITLE TO DECLARE HURRICANE CREEK ROAD, BOB WHITE LANE, STONE CREST CIRCLE AND OAK VALLEY LANE DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Hurricane Creek Road leading from Chattanooga City Limits in a southeasterly direction 0.19 of a mile to a cul-de-sac; that Bob White Lane leading from Hurricane Creek Road in a northerly direction 0.06 of a mile to a cul-de-sac; that Stone Crest Circle leading from Hurricane Creek Road in a northeasterly direction 0.25 of a mile to a cul-de-sac; and that Oak Valley Lane leading from Stone Crest Circle in an easterly direction 0.13 of a mile to Stone Crest Circle, be declared district roads, 2nd Class.

The above named roads are in the 2nd Civil District in Hurricane Creek Subdivision, on Tax Map #171, have a 4" stone base, a 2" plant mix pavement with asphalt curbs and were built by Gamble Construction Co. for the developer: Town & Country Developers, Inc. All the roads have 50' rights-of-way except Bob White Lane which has a 40' right-of-way.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

MARCH TERM 1976

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-30

TITLE TO DECLARE ISLAND POINT DRIVE, ISLAND MANOR DRIVE AND PIERPOINT DRIVE DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Island Point Drive leading from Greenwood Road in a southwestwardly direction 0.32 of a mile to Island Manor Drive; that Island Manor Drive leading from Island Point Drive in a northwestwardly direction 0.09 of a mile to Pierpoint Drive; and that Pierpoint Drive leading from Island Manor Drive in a southwestwardly direction 0.44 of a mile to a cul-de-sac, be declared district roads, 2nd Class.

The above named roads are in the 2nd Civil District in Island Point Subdivision, on Tax Map #94, have a 50' right-of-way, a 4" stone base, a 2" plant mix pavement with asphalt curbs and were built by Stein Construction Co. for the developer: Ray Moss, Jr.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing two (2) Resolutions were unanimously Adopted by Acclamation. Total present-5. Absent-0.

(Judge Moore stated that all these roads meet County specifications.)

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-32

TITLE TO GRANT A VARIANCE IN SUBDIVISION REGULATIONS TO ALLOW A 17% AND A 16.5% GRADE ON LAKEWINDS DRIVE IN PINEBROOK ESTATES.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, due to extreme topographic conditions Ray Moss, Jr. be granted a variance in Subdivision Regulations to construct about 350 feet of Lakewinds Drive with a grade of 17% and about 350 feet of Lakewinds Drive with a grade of 16.5%. Lakewinds Drive is in Pinebrook Estates Subdivision.

The maximum grade allowed is 15% except by a variance by the Hamilton County Council.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-33

TITLE TO GRANT A VARIANCE IN SUBDIVISION REGULATIONS TO ALLOW A 16% GRADE ON KENNINGTON DRIVE IN KENNINGTON ESTATES SUBDIVISION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, due to extreme topographic conditions Ken Boring be granted a variance in Subdivision Regulations to construct about 400 feet of Kennington Drive with a grade of 16% in Kennington Estates Subdivision.

The maximum grade allowed is 15% except by a variance by the Hamilton County Council.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-34

TITLE TO GRANT A VARIANCE IN SUBDIVISION REGULATIONS TO ALLOW A 16% GRADE ON STONE CREST CIRCLE IN HURRICANE CREEK ESTATES.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, due to extreme topographic conditions Town & Country Developers, Inc. be granted a variance in Subdivision Regulations to construct about 300 feet of Stone Crest Circle with a grade of 16% in Hurricane Creek Estates Subdivision.

The maximum grade allowed is 15% except by a variance by the Hamilton County Council.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing three (3) Resolutions were unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that these variances meet the approval of the County Engineer.)

MARCH TERM 1976

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-35

TITLE TO DECLARE RUSTIC HOMES LANE A DISTRICT ROAD.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

That Rustic Homes Lane leading from Lane Drive in a northwesterly direction 0.19 of a mile to a cul-de-sac, be declared a district road, 2nd Class.

The above named road is in the 3rd Civil District in Rustic Villa Subdivision, on Tax Map #98, has a 50' right-of-way, a 4" stone base, a 2" plant mix pavement with asphalt curbs and was built by Harold Miller for the developer: Harold Miller.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

M A R C H T E R M 1 9 7 6

State of Tennessee
Hamilton County

March 24, 1976

A RESOLUTION

NO. 376-36

TITLE TO DECLARE PINEBROOK DRIVE AND BAYTREE LANE DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

THAT, Pinebrook Drive leading from State Highway #58 in a northwestwardly direction 0.37 of a mile to Lakewinds Drive; and that Baytree Lane leading from Pinebrook Drive in a northeastwardly direction 0.04 of a mile to a cul-de-sac, be declared district roads, 2nd Class.

The above named roads are in the 2nd Civil District in Pinebrook Estates Subdivision, on Tax Map #94, have a 4" stone base, a 2" plant mix pavement with asphalt curbs and were built by Stein Construction Co. for the developer: Ray Moss, Jr. Pinebrook Drive has a 50' right-of-way and Baytree Lane has a 40' right-of-way.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-37

TITLE TO DECLARE CANE HOLLOW ROAD, CRICKET LANE AND HAWKWOOD COURT DISTRICT ROADS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

That, Cane Hollow Road leading from Moses Road in a northerly, southerly and westerly direction 0.64 miles to a cul-de-sac; that Cricket Lane leading from Cane Hollow Road in a westerly direction 0.05 miles to a cul-de-sac; and that Hawkwood Court leading from Cane Hollow Road in an easterly direction 0.05 miles to a cul-de-sac, be declared district roads, 2nd Class.

The above named roads are in the 3rd Civil District in Forest Wood Subdivision, on Tax Map #91, have a 50' right-of-way, 4" stone base, 2" plant mix pavement with asphalt curbs and were built by Stein Construction Co. for the developer: General Realty Co.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing three (3) Resolutions were unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that all of these roads meet county specifications.)

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-38

TITLE TO APPROVE THE CURRENT STATUS OF THE EMPLOYEE MEDICAL INSURANCE CONTRACT WITH BLUE CROSS-BLUE SHIELD OF TENNESSEE AND CHANGE THE DEFINITION OF "DEPENDENT".

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the financial agreement with Blue Cross-Blue Shield of Tennessee changed on January 1, 1976; and

WHEREAS, it is desirable to approve the current status of said Blue Cross-Blue Shield agreement, definition of "dependent" and formalize the inclusion of said definition in said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE IN SESSION ASSEMBLED: That the County will maintain a deposit of $85,100.00, that amount being approximately two months cost, with Blue Cross-Blue Shield of Tennessee, and that the word Dependent shall have meaning as follows:

"DEPENDENT" means (a) a Subscriber's spouse and (b) a Subscriber's unmarried children (by birth, legal adoption and/or legal guardianship) or unmarried stepchildren, who are under 23 years of age (and also such children 23 years of age or older who are incapable of self-support because of mental or physical incapacity if such incapacity existed prior to their reaching the age of 23), depend on the Subscriber for more than 50% of their support, and live with the Subscriber in a regular parent-child relationship and (c) a Subscriber's unmarried children by birth, legal adoption and/or legal guardianship, who are under 18 years of age (and also such children 18 years of age or older who are incapable of self-support because of mental or physical incapacity if such incapacity existed prior to their reaching the age of 18), if the Subscriber has legal obligations under a Divorce Decree to provide for more than 50% of their support, including medical expenses of the child and if living with the Subscriber's former spouse and such parent, former spouse, or step-parent's health insurance plan does not cover the children.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Fuller, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that this would clarify the definition of dependent, especially as it relates to children of divorced parents.)

MARCH TERM 1976

State of Tennessee
Hamilton County

MARCH 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-39

TITLE ACCEPTING THE BID OF HARTS AUTO PARTS FOR MISCELLANEOUS TOOLS TO BE USED AT THE JUSTICE BUILDING AMOUNTING TO $2049.70.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR MISCELLANEOUS TOOLS TO BE USED AT THE JUSTICE BUILDING.

WHEREAS, THE BID OF HARTS AUTO PARTS FOR $2049.70 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF HARTS AUTO PARTS IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these were tools to be used for maintenance and upkeep at the Justice Building and Court House. This was the lowest and best bid.)

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 25, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: MAINTENANCE SUPPLIES FOR JUSTICE BUILDING (SEE ATTACHED SPECIFICATIONS)

DATE: MARCH 8, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY RO ALL BIDS.

HAMILTON COUNTY

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

MARCH TERM 1976

Parts

To Hamilton County Purchasing
1110 Dayton Blvd.
Chattanooga, TN 37405

Date 3-3-76

ITEM NO.	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
1		Heavy-Duty Wheel Barrow CP-4220 PB		58.48
2		Hand Truck Aesco #126M		52.98
3		Hand Truck for Drums American Drum King		121.39
4		Large Bench Vise Columbian D-45		52.39
5		Bench Grinder B & D 616 New #4315		118.25
6		Bench Plane Stanley #4 Smooth Bottom		17.45
7		36" Pipe Wrench Ridgid		49.34
8		24" Pipe Wrench Ridgid		31.00
9	2	18" Pipe Wrench Ridgid		17.00
10	2	14" Pipe Wrench Ridgid		11.88
11		12" Pipe Wrench Ridgid 10"		4.58
12		Set of Comb. Open-Box End 12 Pt. Wrenches		240.95
		Set consists of the following: Williams		
		Box-Open End Superrenches; 7/16" No. 1161,		
		1/2" No. 1162, 9/16" No. 1163, 5/8" No. 1164,		
		11/16" No. 1165, 3/4" No. 1166, 13/16" No. 1167A,		
		7/8" No. 1167, 15/16" No. 1168, 1" No. 1170,		
		1 1/16" No. 1171, 1 1/8" No. 1172, 1 1/4" No.		
		1173, 1 15/16" No. 1174, 1 3/8" No. 1176A,		
		1 7/16" No. 1176, 1 1/2" No. 1178, 1 5/8" No.		
		1180, 1 11/16" No. 1182, 1 3/4" No. 1184,		
		1 13/16" No. 1186, 1 7/8" No. 1188, 2" No. 1190		
13		1/4" Drive Ratchet-Socket Set, Set consists of		26.75
		the following:		

cont.

MARCH TERM 1976

To Hamilton County Purchasing

Date 3-3-76

Page 3

ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
		1 1/8" No. H-1236, 1 3/16" No. H-1238, 1 1/4"		
		No. H-1240, 1 5/16" No. H-1242, 1 3/8" No. H-1244		
		1 7/16" No. H-1246, 1 1/2" No. H-1248, 1 9/16"		
		No. H-1250, 1 5/8" No. H-1252, 1 11/16" No.		
		H-1254, 1 3/4" No. H-1256, 1 13/16" No. H-1258,		
		1 7/8" No.H1260, 2" No. H-1264		
16		1/4" Tubing Benders Imperial 364-FHA 1/4" OD		.61
17		3/8" Tubing Benders Imperial 364-FHA 3/8" OD		.69
18		1/2" Tubing Benders Imperial 364-FHA 1/2" OD		.74
19		Tubing Tool Kit Imperial 120-F		12.48
20		AMP Meter Amprobe RS-300		83.33
21		Oil Pump Squirt Can Eagle 29		4.25
22		Oil Pump Squirt Can Eagle 33F		4.68
23		Set of Nut Drivers Stanley 66-501		10.88
24		Sabre Saw Skill 2 speed Model 160		15.00
25		Rotary Hammer Drill Skill Model 728		331.88
26		Ring Pliers Voucher		7.74
27		High Velocity Stud Fasterner 5X940		251.00
28		Electric Engraver 24557		16.83
29		Hand-Hoist "CM" Puller - 1 1/2 Ton		114.75
30		Electric Soldering Gun Kit Weller D550 PK		21.25
31		Drop-Head Ratchet Pipe Threader & Dies Ridgid		105.53
		No. 11-R 1/2" Thru 1 1/4"		
32		Pipe Cutter Ridgid 2-A		40.79

cont.

MARCH TERM 1976

Hart

To Hamilton County Purchasing

Date 3-3-76

Page 4

ITEM NO.	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
33		Thread Cutting Oil, Nu-Clear Ridgid-1 case of 12 quarts		27.00
34		10 Heavy Duty Pipe Cutter Wheels #F-3 Ridgid (For 2-A)		27.00
			TOTAL	$ 2049.70

M A R C H T E R M 1 9 7 6

Disposal Building

To Hamilton County Purchasing
1110 Dayton Blvd.
Chattanooga, TN 37405

Date

ITEM NO.	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
1		Heavy-Duty Wheel Barrow CP-4220 PB		46 20
2		Hand Truck Wesco #126M		22 13
3		Hand Truck for Drums American Drum King		121 80
4		Large Bench Vise Columbian D-45		172 06
5		Bench Grinder B & D 616 New #4315		68 56
6		Bench Plane Stanley #4 Smooth Bottom		15 51
		36" Pipe Wrench Ridgid		43 85
8	2	24" Pipe Wrench Ridgid	20 80	41 60
	2	18" Pipe Wrench Ridgid	13 20	26 40
10	2	14" Pipe Wrench Ridgid	9 30	18 60
11		12" Pipe Wrench Ridgid		8 10
12		Set of Comb. Open-Box End 12 Pt. Wrenches		285 76
		Set consists of the following: Williams		
		Box-Open End Superrenches; 7/16" No. 1161,		
		1/2" No. 1162, 9/16" No. 1163, 5/8" No. 1164,		
		11/16" No. 1165, 3/4" No. 1166, 13/16" No. 1167A,		
		7/8" No. 1167, 15/16" No. 1168, 1" No. 1170,		
		1 1/16" No. 1171, 1 1/8" No. 1172, 1 1/4" No.		
		1173, 1 15/16" No. 1174, 1 3/8" No. 1176A,		
		1 7/16" No. 1176, 1 1/2" No. 1178, 1 5/8" No.		
		1180, 1 11/16" No. 1182, 1 3/4" No. 1184,		
		1 13/16" No. 1186, 1 7/8" No. 1188, 2" No. 1190		
13		1/4" Drive Ratchet-Socket Set, Set consists of		~~68 88~~
		the following:		

cont.

MARCH TERM 1976

Page Dealing

To Hamilton County Purchasing Date

Page 2

ITEM NO.	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
		Williams; Reversible Ratchet-M51, Flex Handle		~~58 55~~
		No. M42A, 2" Extension No. M102, 6" Extension		7 13
		No. M115, Screwdriver Attachment No. M126,		
		Spinner Handle No. M116, 6-pt. Sockets 1/8"		~~68 28~~
		No. M604, 5/32" No. M605, 3/16" No. 606,		
		7/32" No. M607, 1/4" No. M608, 9/32" No. M609,		
		5/16" No. 610, 11/32" No. M611, 3/8" No. 612		
		7/16" No. M 614, 1/2" No. M616,		
14		1/2" Drive Ratchet-Socket Set, Set consists of		~~205 72~~
		the following: Williams, Reversible Ratchet.		56 55
		No. S-52, Flex Handle S-41A, Extension Bar		
		2 1/2" No. S-102P, Extension Bar 10 1/2 No.		
		S-115P, 6-pt. Sockets 3/8" No. ST-612,		
		7/16" No. St-614, 1/2" No. ST-616, 9/16" No.		
		ST-618, 5/8" No. ST-620, 11/16" No. ST-622,		
		3/4" No. ST-624, 13/16" No. ST-626, 7/8" No.		
		ST-628, 15/16" No. ST-630, 1" No. ST-632,		
		1 1/16" No. ST-634, 1 1/8" No. ST-636, 1 1/4"		
		No. ST-640, Universal Joint No. S-140A		
15		3/4" Drive Ratchet-Socket Set, Set consists of		
		the following: Williams, Ratchet No. H-51,		153 39
		Flex Handle No. H-41A, Universal Joint No.		
		H-140A, 4" Extension No. H-104, 8" Extension		
		No. H-110, 12 pt. Sockets, 1 1/16" No. H-1234,		

cont.

MARCH TERM 1976

Figure Binding

To Hamilton County Purchasing Date

Page 3

ITEM NO	ANTITY	ARTICLE	UNIT PRICE	AMOUNT
		1 1/8" No. H-1236, 1 3/16" No. H-1238, 1 1/4"		
		No. H-1240, 1 5/16" No. H-1242, 1 3/8" No. H-1244		
		1 7/16" No. H-1246, 1 1/2" No. H-1248, 1 9/16"		
		No. H-1250, 1 5/8" No. H-1252, 1 11/16" No.		
		H-1254, 1 3/4" No. H-1256, 1 13/16" No. H-1258,		
		1 7/8" No.H1260, 2" No. H-1264		
16		1/4" Tubing Benders Imperial 364-FHA 1/4" OD		17 50
17		3/8" Tubing Benders Imperial 364-FHA 3/8" OD		19 95
18		1/2" Tubing Benders Imperial 364-FHA 1/2" OD		31 95
19		Tubing Tool Kit Imperial 120-F		22 75
20		AMP Meter Amprobe RS-300		—
21		Oil Pump Squirt Can Eagle 29		4 57
22		Oil Pump Squirt Can Eagle 33F		2 34
23		Set of Nut Drivers Stanley 66-501		10 53
24		Sabre Saw Skill 2 speed Model 160		61 45
25		Rotary Hammer Drill Skill Model 728		—
26		Ring Pliers ~~[illegible]~~		4 95
27		High Velocity Stud Fastener 5X940		—
28		Electric Engraver 24557		—
29		Hand-Hoist "GM" Puller - 1 1/2 Ton		155 10
30		Electric Soldering Gun Kit Weller D550 PK		15 95
31		Drop-Head Ratchet Pipe Threader & Dies Ridgid		90 90
		No. 11-R 1/2" Thru 1 1/4"		
32		Pipe Cutter Ridgid 2-A		36 25

cont.

ANGEL

M A R C H T E R M 1 9 7 6

[redacted]

Ridgid - Darling

To Hamilton County Purchasing Date

Page 4

ITEM NO	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT
33		Thread Cutting Oil, Nu-Clear Ridgid-1 case of 12 quarts	1.80	21 60
34		10 Heavy Duty Pipe Cutter Wheels #F-3 Ridgid (For 2-A)	2.40	24 00

MILLS & LUPTON SUPPLY COMPANY
CHATTANOOGA, TENNESSEE

PHONE 266-6171

QUOTATION

To Hamilton County Purchasing
~~1100 Dayton Blvd.~~
Chattanooga, TN 37405

Date February 20, 1976

Attention: Mr. Sanders

ITEM NO.	QUANTITY	ARTICLE	UNIT PRICE	TOTAL LIST	DISCOUNT	AMOUNT
1		Heavy-Duty Wheel Barrow CP-4220 PB	38.82ea			
2		Hand Truck Wesco #126V	32.55ea			
3		Hand Truck for Drums American Drum King	145.30ea			
4		Large Bench Vise Columbian D-45	43.50ea			
5		Bench Grinder B & D 616 New #4315	130.95 ea			
6		Bench Plane Stanley #4 Smooth Bottom	13.59ea			
7		36" Pipe Wrench Ridgid	38.69ea			
8		24" Pipe Wrench Ridgid	18.35ea			36 70
9		18" Pipe Wrench Ridgid	11.65ea			23 30
10		14" Pipe Wrench Ridgid	8.20ea			16 40
11		12" Pipe Wrench Ridgid	7.15ea			
12		Set of Comb. Open-Box End 12 Pt. Wrenches	256.94set			
		Set consists of the following: Williams				
		Box-Open End Superrenches; 7/16" No. 1161,				
		1/2" No. 1162, 9/16" No. 1163, 5/8" No. 1164,				
		11/16" No. 1165, 3/4" No. 1166, 13/16" No. 1167A,				
		7/8" No. 1167, 15/16" No. 1168, 1" No. 1170,				
		1 1/16" No. 1171, 1 1/8" No. 1172, 1 1/4" No.				
		1173, 1 15/16" No. 1174, 1 3/8" No. 1176A,				
		1 7/16" No. 1176, 1 1/2" No. 1178, 1 5/8" No.				
		1180, 1 11/16" No. 1182, 1 3/4" No. 1184,				
		1 13/16" No. 1186, 1 7/8" No. 1188, 2" No. 1190				
13		1/4" Drive Ratchet-Socket Set, Set consists of	26.21set			
		the following:				

~~cont.~~

ANGEL

MARCH TERM 1976

MILLS & LUPTON SUPPLY COMPANY
CHATTANOOGA, TENNESSEE

PHONE 266 6171

QUOTATION

To Hamilton County Purchasing

Date

Page 2

ITEM NO	QUANTITY	ARTICLE	UNIT PRICE	TOTAL LIST	DISCOUNT	AMOUNT
		Williams; Reversible Ratchet-M51, Flex Handle No. M42A, 2" Extension No. M102, 6" Extension No. M115, Screwdriver Attachment No. M126, Spinner Handle No. M116, 6-pt. Sockets 1/8" No. M604, 5/32" No. M605, 3/16" No. 606, 7/32" No. M607, 1/4" No. M608, 9/32" No. M609, 5/16" No. 610, 11/32" No. M611, 3/8" No. 612 7/16" No. M 614, 1/2" No. M616,				
14		1/2" Drive Ratchet-Socket Set, Set consists of the following: Williams, Reversible Ratchet No. S-52, Flex Handle S-41A, Extension Bar 2 1/2" No. S-102P, Extension Bar 10 1/2 No. S-115P, 6-pt. Sockets 3/8" No. ST-612, 7/16" No. St-614, 1/2" No. ST-616, 9/16" No. ST-618, 5/8" No. ST-620, 11/16" No. ST-622, 3/4" No. ST-624, 13/16" No. ST-626, 7/8" No. ST-628, 15/16" No. ST-630, 1" No. ST-632, 1 1/16" No. ST-634, 1 1/8" No. ST-636, 1 1/4" No. ST-640, Universal Joint No. S-140A	52.47 set			
15		3/4" Drive Ratchet-Socket Set, Set consists of the following: Williams, Ratchet No. H-51, Flex Handle No. H-41A, Universal Joint No. H-140A, 4" Extension No. H-104, 8" Extension No. H-110, 12 pt. Sockets, 1 1/16" No. H-1234,	135.27 set			

cont.

State of Tennessee
Hamilton County

MARCH 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-42

TITLE ACCEPTING THE BID OF FIRESTONE TIRE CO. FOR TRUCK TIRES AND COKER TIRE CO. FOR CAR TIRES TO BE STORED IN STOCKROOM.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR TIRES TO BE STORED IN THE HAMILTON COUNTY STOREROOM.

WHEREAS, THE BIDS OF FIRESTONE TIRE CO. FOR TRUCK TIRES AND TUBES AND COKER TIRE CO. FOR CAR TIRES WERE CONSIDERED TO BE THE LOWEST AND BEST BIDS RECEIVED.

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BIDS OF FIRESTONE TIRE CO. AND COKER TIRE CO. BE HEREBY ACCEPTED, SAID BIDS BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these were the lowest and best bids for first line tires.)

PURCHASING DEPARTMENT
PAUL K RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 8, 1976

INVITATION TO BID-HAMILTON COUNTY

SUBJECT: TIRES AND TUBES - SIX (6) MONTHS SUPPLY

DATE: MARCH 22, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

SPECIFICATIONS AND INSTRUCTIONS ARE ATTACHED.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

MARCH TERM 1976

THE COUNTY DOES NOT GUARANTEE TO PURCHASE ANY MAXIMUM OR MINIMUM AMOUNT OF TIRES AND TUBES; HOWEVER, THE FOLLOWING SIZES ARE IN COMMON USE. BID TUBELESS TIRES FOR PASSENGER CAR TIRES AND TUBE TYPE TIRES FOR TRUCK TIRES EXCEPT SMALL COMMERICAL TYPES.

SIZE:	TIRE NAME & COMERCIAL RATING:	ORIGINAL EQUPMENT OR BETTER=UNIT=PRICE	TUBE UNIT PRIC
J-78X15	FIRST-LINE DIC SRB BLK	$ 26.20	
H-78X15	" " " " "	$ 25.30	
G-78X15	" " " " "	$ 23.49	
F-78X14	" " " " "	$ 22.00	
		96.99	

TRUCK TIRES - NYLON

1000 x 20 (12-PLY)	FIRST-LINE T-1	$ 98.56
825 x 20 (10-PLY)	FIRST-LINE T-1	$ 64.53
750 x 16 (8-PLY)	FIRST-LINE T-110	$ 41.92
800 x 16.5 (8-PLY)	FIRST-LINE TR-500 TU	$ 35.25
670 X 15 (6-PLY)	FIRST-LINE T-110	$ 24.50
700 x 14 (6-PLY)	FIRST-LINE T-1-9-TU	$ 27.00
875 x 16.5 (8-PLY)	FIRST-LINE TR-500 -TU	$ 39.85
700 x 16 (6-PLY)	FIRST-LINE [illegible]	$ 32.27
		354.88

TRUCK TUBES

900 X 20	FIRST-LINE TR-LE TUBE	$ 7.73
825 X 20	FIRST-LINE TR-LE TUBE	$ 6.46
750 X 16	FIRST-LINE TR-BU TUBE	$ 4.12
700 X 16	FIRST-LINE TR-BU TUBE	$ 3.45
		21.76

CAR TUBES

M-15	DELUXE Champion TUBE	$ 2.41
600 X 16	DELUXE Champion TUBE	$ 1.95
K-15	DELUXE CHAMPION TUBE	$ 2.04
		6.36

Bid from —
Firestone Inc
201 Market St.
Chattanooga Tenn.

Carlton R. Sibb

MARCH TERM 1976

THE COUNTY DOES NOT GUARANTEE TO PURCHASE ANY MAXIMUM OR MINIMUM AMOUNT OF TIRES AND TUBES; HOWEVER, THE FOLLOWING SIZES ARE IN COMMON USE. BID TUBELESS TIRES FOR PASSENGER CAR TIRES AND TUBE TYPE TIRES FOR TRUCK TIRES EXCEPT SMALL COMMERICAL TYPES.

SIZE:	TIRE NAME & COMERCIAL RATING:	ORIGINAL EQUPMENT OR BETTER=UNIT=PRICE	TUBE UNIT PRICE
J-78X15	3F Goodrich Silvertown HT	$ 24.30	
H-78X15	"	$ 21.76	
G-78X15	"	$ 20.78	
F-78X14	"	79.31 / 86.15	

	TRUCK TIRES - NYLON	Goodrich	Carnelle
1000 x 20 (12-PLY)	3FG Ex. Miler	$ 117.60	98.31
825 x 20 (10-PLY)	"	$ 67.71	62.92
750 x 16 (8-PLY)	"	$ 37.24	35.75
800 X 16.5 (8-PLY)	"	$ 35.67	[illegible]
670 X 15 (6-PLY)	"	$ 25.77	24.03
700 X 14 (6-PLY)	"	$ 26.26	26.85
875 X 16.5 (8-PLY)	"	$ 39.39	45.30
700 x 16 (6-PLY)	"	$ 32.04	29.05
		371.68	364.84

TRUCK TUBES		
900 X 20	7.15	$
825 X 20	6.37	$
750 X 16	4.51	$
700 X 16	3.82	$
	21.85	

CAR TUBES		
M-15	2.74	$
600 X 16	2.65	$
K-15	2.74	$
	8.13	

Coker

MARCH TERM 1976

THE COUNTY DOES NOT GUARANTEE TO PURCHASE ANY MAXIMUM OR MINIMUM AMOUNT OF TIRES AND TUBES; HOWEVER, THE FOLLOWING SIZES ARE IN COMMON USE. BID TUBELESS TIRES FOR PASSENGER CAR TIRES AND TUBE TYPE TIRES FOR TRUCK TIRES EXCEPT SMALL COMMERICAL TYPES.

SIZE:	TIRE NAME & COMERCIAL RATING:	ORIGINAL EQUIPMENT OR BETTER=UNIT=PRICE Blk.	WSW	TUBE UNIT PRICE
J-78X15	Poly Jet 4 Ply	$22.14	24.84	
H-78X15	Poly Jet 4 Ply	$21.02		
G-75X15	Poly Jet 4 Ply	$20.12		
F-78X14	Poly Jet 4 Ply	19.26		
		82.54		

TRUCK TIRES - NYLON

1000 X 20 (12-PLY)	GTX	$100.39
825 X 20 (10-PLY)	GTX	$ 65.74
700 X 16 (8-PLY)	GLT	$ 35.55
800 X 16.5 (8-PLY)	GLT	$ 37.15
670 X 15 (6-PLY)	GLT	$ 21.69
750 X 14 (6-PLY)	Power Jet	$ 27.23
875 X 16.5 (8-PLY)	GLT	$ 49.02
700 X 16 (6-PLY)	GLT	$ 28.26
		365.03

TRUCK TUBES

900 X 20	Code 50	$ 8.91
825 X 20	Code 41	$ 7.51
750 X 16	Code 36	$ 4.64
700 X 16	Code 26	$ 3.78
		24.84

CAR TUBES

M-15	Code 015	$ 3.37
600 X 16	Code Z26	$ 2.61
K-15	Code Q17	$ 2.88
		8.86

GENERAL TIRE SERVICE
1271 MARKET ST.
CHATTANOOGA, TENN. 37402

MARCH TERM 1976

THE COUNTY DOES NOT GUARANTEE TO PURCHASE ANY MAXIMUM OR MINIMUM AMOUNT OF TIRES AND TUBES; HOWEVER, THE FOLLOWING SIZES ARE IN COMMON USE. BID TUBELESS TIRES FOR PASSENGER CAR TIRES AND TUBE TYPE TIRES FOR TRUCK TIRES EXCEPT SMALL COMMERICAL TYPES.

SIZE:	TIRE NAME & COMERCIAL RATING:		ORIGINAL EQUPMENT OR BETTER=UNIT=PRICE	TUBE UNIT PRICE
8x15	Custom Power Cushion Polyglass	100	$ 36.64	
8x	" " " "	100	$ 31.22	
8x15	" " " "	100	$ 28.50	
8x14	" " " "	100	26.05	
			122.41	

TRUCK TIRES - NYLON

00 x 20 (12-PLY)	Super Hi Miler	100 Level	$ 27.15	(127.15)
5 x 20 (10-PLY)	" " "	100 Level	$ 70.17	
0 x 16 (8-PLY)	" " "	100 Level	$ 45.33	
0 x 16.5 (8-PLY)	Hi Miler Wide Tread	100 Level	$ 38.28	
70 x 15 (6-PLY)	Super Hi Miler	100 Level	$ 27.39	
00 x 14 (6-PLY)	" " "	100 Level	$ 29.08	
875 x 16.5 (8-PLY)	Hi Miler Wide Tread	100 Level	$ 50.41	
0 x 16 (6-PLY)	Super Hi Miler	100 Level	$ 34.90	
			422.71	

1st Bid

TRUCK TUBES

900 x 20	H D Deluxe	$ 8.16
825 x 20	" " "	$ 6.90
750 x 16	" " "	$ 4.60
700 x 16	" " "	$ 3.74
		23.40

CAR TUBES

M-15	H D Deluxe	$ 3.06
600 x 16	" " "	$ 2.67
K 15	" " "	$ 2.63
		8.35

Goodyear

MARCH TERM 1976

THE COUNTY DOES NOT GUARANTEE TO PURCHASE ANY MAXIMUM OR MINIMUM AMOUNT OF TIRES AND TUBES; HOWEVER, THE FOLLOWING SIZES ARE IN COMMON USE. BID TUBELESS TIRES FOR PASSENGER CAR TIRES AND TUBE TYPE TIRES FOR TRUCK TIRES EXCEPT SMALL COMMERICAL TYPES.

SIZE:	TIRE NAME & COMERCIAL RATING:	ORIGINAL EQUIPMENT OR BETTER=UNIT=PRICE	TUBE UNIT PRICE
J-78X15	RAM Premium BELTED	$ 2537	
H-78x15	" " "	$ 2451	
G-78x15	" " "	$ 2316	
F-78x14	" "	2175	
		94.79	

TRUCK TIRES - NYLON

1000 x 20 (12-PLY)	RAM Super Highway	$ 9518	
825 x 20 (10-PLY)		$ 6346	
750 x 16 (8-PLY)		$ 3471	
800 x 16.5 (8-PLY)		$ 3457	
670 x 15 (6-PLY)		$ 2330	
700 x 14 (6-PLY)	Tubeless	$ 2261	
875 x 16.5 (8-PLY)		$ 3870	
700 x 16 (6-PLY)		$ 2650	
		339.03	

TRUCK TUBES

900 X 20	RAM 657	$ 657
825 X 20	594	$ 594
750 X 16	420	$ 420
700 X 16	393	$ 393
		20.64

CAR TUBES

M 15	235	$ 235
640 x 16	224	$ 224
K 15	208	$ 208
		6.67

TIRE WAREHOUSE CO
2347 ROSSVILLE BLVD.
CHATTANOOGA, TENN. 37408
PHONE 266-6713

State of Tennessee
Hamilton County

MARCH 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-41

TITLE ACCEPTING THE BID OF WALLACE TILE CO. FOR CEILING TILES FOR LOWERING CEILING IN STOCKROOM AMOUNTING $2299.24.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR CEILING TILES AND MATERIALS TO LOWER THE CEILING IN THE STOCKROOM.

WHEREAS, THE BID OF WALLACE TILE CO. FOR $2299.24 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF WALLACE TILE CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Joe Moore
Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was being done to improve the heating situation in the stock room. The room was formerly used as a storage area for voting machines and heating was not a problem.)

MARCH TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 8, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: MATERIAL FOR LOWERING STOCKROOM CEILING :

6720 SQ. FT. STIPPLED 2' X 4' CEILING TILE _____
6720 SQ. FT. 2' X 4' X 3½" FIBERGLASS INSULATION _____
140 EA. MAIN RUNNERS _____
50 EA. 10' WALL ANGLE _____
812 EA. 4' CROSS TEES _____
200 EA. PCS. 12' HANGING WIRE _____

SPECIFICATIONS ARE ATTACHED.

DATE: MARCH 22, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECIEVED IN THE OFFICE OF COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

MERCHANDISE IS TO BE DELIVERED TO THE STOCKROOM, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

WALLACE TILE, INC.

PHONE 615-698-4452
MAILING ADDRESS: P.O. BOX 309
CHATTANOOGA, TENNESSEE 37401
STREET ADDRESS: 1205 LATTA ST.

CERAMIC TILE • RESILIENT FLOORS • TERRAZZO
ACOUSTICAL TILE • MARBLE • EPOXY EXPOSED AGGREGATE • INDUSTRIAL FLOORS

QUOTATION

JOB NAME: LOWERING STOCKROOM CEILING

LOCATION: STOCKROOM-1110 DAYTON BLVD.

ARCHITECT:

PLANS DATED:

ADDENDUMS RECD.

DATE OF QUOTATION: 3/15/76

QUOTE TO:
HAMILTON COUNTY PURCHASING
1110 DAYTON BLVD.
CHATT., TN 37405
ATTN: MR. P. K. RICHARD

MATERIAL DELIVERED TO STOCKROOM 1110 DAYTON BLVD.

6720 sq. ft.	Stippled 2'x4' Ceiling Tile	@.173	$1,162.56
6720 sq. ft.	2'x4'x3½" Insulation	@76.00	510.72
140 ea.	Main Runner	@1.52	212.80
50 ea.	10' Wall Angle	@.68	34.00
812 ea.	4' Cross Tees	@.43	349.16
200 ea.	12' pcs. Hanger Wire	@.15	30.00
			$2,299.24

WALLACE TILE, INC.
BY Paul D. Gracy
PAUL D. GRACY

PRICES QUOTED ARE FIRM FOR ONLY 30 DAYS FROM DATE OF QUOTATION

NO WORK IS INCLUDED OTHER THAN THAT WHICH IS SPECIFICALLY STATED ABOVE

WE ASSUME NO RESPONSIBILITY FOR NON DELIVERY OF MATERIALS DUE TO STRIKES, ACCIDENTS OR UNAVAILABILITY OF MATERIALS

MARCH TERM 1976

Proposal

INTERIOR PRODUCTS CORPORATION
1709 Leavitt Drive
SIGNAL MOUNTAIN, TENNESSEE 37377
(615) 886-3419

March 18, 1976

Mr. P. K. Richard
Director of Purchasing
Hamilton County
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Subject: Acoustical Ceiling Material
For lowering stack room ceiling

Bid Date: March 22, 1976
10:30 A.M.

105 cartons (6720 square feet) #56-724 Conwed Regency non-directional pattern Class A, Incombustible two by four by 5/8" lay-in acoustical panels

35 bags (6720 square feet) R-11 two by four by 3½" lay-in, fiberglas, UL labeled, Class A

140 pieces #511 main runners by Chicago Metallic, 12' long

50 pieces #1439 by Chicago Metallic wall angle, 10' long

812 pieces #514 by Chicago Metallic, four foot tees

200 pieces hanger wire, 12' long

Delivery within one (1) week of acceptance.

Lump sum price for all of above $2,393.00

WE PROPOSE to furnish ~~labor and~~ material ~~A~~ only complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

See above *dollars ($_____).*

Payment to be made as follows: Within 20 Days

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. (Read reverse side).

Date of Acceptance _____

By _____

By _____

Respectfully submitted,

INTERIOR PRODUCTS CORPORATION

By C M DeWitt, Jr.

C. M. DeWitt, Jr., President

Note: This proposal may be withdrawn by us if not accepted within 14 *days.*

CHATTANOOGA ACOUSTICAL & TILE CO., INC.

JACK DANIELS
M. L. JOHNSON

• Acoustical Ceilings
• Resilient Flooring

• 6141 AIRWAYS BLVD.
• P. O. BOX 8386
• PHONE 892-1647
• CHATTANOOGA, TENN. 37421

March 22, 1976

Hamilton County, Tennessee
Purchasing Department
Chattanooga, Tennessee 37402

Attn: Mr. P. K. Richard, Director of Purchasing

Re: Req. CI-WOSR-1

Dear Sir:

We propose to quote the following in accordance with your Requisition #CI-WOSR-1.

National Gypsum Textured Class A 2'x4' Ceiling Tile 6720 sq.ft.	$1,437.00
2'x4'x3½" Fiberglass Insulation, 6720 sq.ft.	775.00
140 ea. Main Runners CHICAGO #530	246.00
50 each 10' Wall Angle CHICAGO #1439	408.00
812 each 4' Cross Tees CHICAGO #534	41.00
200 each pcs. 12' Hanging Wire	38.00
TOTAL BID	$2,945.00

This quote is made on the consideration that material is delivered to the White Oak Stockroom. We hope you find this satisfactory and appreciate the opportunity to bid.

Yours very truly,
CHATTANOOGA ACOUSTICAL & TILE CO., INC.

Duke R. Perry

Duke R. Perry

DRP/mlj

MARCH TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 8, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: MATERIAL FOR LOWERING STOCKROOM CEILING :

6720 SQ. FT. STIPPLED 2' X 4' CEILING TILE	1,384.32
6720 SQ. FT. 2' X 4' X 3½" FIBERGLASS INSULATION	571.20
140 EA. MAIN RUNNERS	205.80
50 EA. 10' WALL ANGLE	37.50
812 EA. 4' CROSS TEES	396.26
200 EA. PCS. 12' HANGING WIRE	12.50
total	2,607.58

SPECIFICATIONS ARE ATTACHED.

DATE: MARCH 22, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECIEVED IN THE OFFICE OF COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

MERCHANDISE IS TO BE DELIVERED TO THE STOCKROOM, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

MARCH TERM 1976

State of Tennessee
Hamilton County

MARCH 24, 1976
DATE (MONTH DAY, YEAR)

RESOLUTION

NO. 376-42

TITLE ACCEPTING THE BID OF FABRICATORS, INC. FOR FIVE (5) STAINLESS STEEL SINKS AND DRAINBOARDS AMOUNTING TO $2229.30.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR FIVE (5) STAINLESS STEEL SINKS AND DRAINBOARDS FOR THE JUVENILE DETENTION UNIT.

WHEREAS, THE BID OF FABRICATORS, INC. FOR $2229.30 WAS ONLY BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF FABRICATORS, INC, IS HEREBY ACCEPTED, SAID BID BEING THE ONLY BID RECEIVED. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that these sinks and drainboards were for the Juvenile Detention Unit and this was the only bid received.)

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
SON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

FEBRUARY 25, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 1. ONE 3-COMPARTMENT SINK WITH DRAINBOARDS
2. ONE 2-COMPARTMENT SINK WITH DRAINBOARD

(SEE ATTACHED SPECIFICATIONS)

DATE: MARCH 8, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

MARCH TERM 1976

SPECIFICATIONS:

ITEM 1: ONE THREE-COMPARTMENT SINK WITH DRAINBOARDS; SINK AND DRAINBOARDS TO BE FABRICATED FROM 16 GA. T-304 STAINLESS STEEL #2B FINISH.
SINK SIZE APPROX. [illegible] X 21 X 14. RIGHT SIDE DRAINBOARD APPROX. 78" LONG X 21" WIDE TO CONNECT WITH EXISTING S/S DISHTABLE [illegible] SOLDER JOINT. LEFT SIDE DRAINBOARD APPROX. 42" X 21". BOTH DRAINBOARDS TO HAVE 18 GA. GALV. UNDERSHELVES.

$ [illegible] 30

ITEM 2: ONE TWO-COMPARTMENT S/S SINK 48 X 21 X 14 - 16 GA. T-304 #2B STAINLESS STEEL WITH DRAINBOARD ON LEFT SIDE ONLY. DRAINBOARD TO BE FABRICATED FROM THE SAME MATERIAL AS SINK. SIZE IS APPROX. 48" X 21" WIDE. UNDERSHELF TO BE 18 GA. GALV. STEEL.

$ [illegible] 00

2229.30

NOTE: BID PRICE SHOULD INCLUDE: TAKING FIELD DIMENSIONS, THE REMOVAL OF EXISTING SINKS AND DRAINBOARDS AND THE INSTALLATION OF NEW EQUIPMENT.

THE ABOVE ITEMS ARE TO BE INSTALLED AT THE JUVENILE DETENTION UNIT 224 N. HIGHLAND PARK AVE.

3/1/76

FABRICATORS, INC.
[illegible] S. HIGHLAND PARK AVE.
CHATTANOOGA, TENN 37404

BY: PERRY GUESS

State of Tennessee
Hamilton County

MARCH TERM 1976

MARCH 24, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 376-43

TITLE ACCEPTING THE BID OF HALL SIGNS, INC. FOR SIGN POSTS AND SIGN BLANKS AMOUNTING TO $4573.73.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR SIGN POSTS AND SIGN BLANKS FOR THE HIGHWAY DEPARTMENT.

WHEREAS, THE BID OF HALL SIGNS, INC. FOR $4573.73 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF HALL SIGNS, INC. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that Hamilton County has an agreement with SETDD to make signs for adjacent counties upon their request. The County will be reimbursed for the signs plus $3 each for labor and attaching.)

MARCH TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 4, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: SIGN POSTS AND SIGN BLANKS
(AS PER ATTACHED SPECIFICATIONS)

DATE: MARCH 15, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. RICHARD, SR., DIRECTOR OF PURCHASING

PKR/HM

M A R C H T E R M 1 9 7 6

SPECIFICATIONS: SIGN POSTS AND SIGN BLANKS

			UNIT	TOTAL
		M.U.T.C.D. MANUAL		
1.	71 EA.	"U" SHAPED 10', 3#/FT STEEL SIGN POST -GALV.	2.75	62.25
2.	259 EA	"U" SHAPED 12', 3#/FT. STEEL SIGN POSTS-GALV.	11.41	2953.60
		SIGN BLANKS - TENN. SPECIFICATIONS 0.080 - ALUMINUM		
3.	155 EA.	STOP SIGN - 30" X 30" OCTAGON	4.14	641.45
[illegible]	86 EA.	STOP SIGN - 24" X 24" OCTAGON	2.76	237.36
[illegible]	32 EA.	30" X 30" DIAMOND SHAPE	4.23	135.20
[illegible]	3 EA.	24" X 24" DIAMOND SHAPE	3.16	9.36
[illegible]	6 EA.	36" X 36" DIAMOND SHAPE	6.70	40.20
[illegible]	13 EA.	36" X 36" X 36" YIELD	3.12	40.56
[illegible]	4 EA.	30" X 30" X 30" YIELD	2.28	9.12
[illegible]	4 EA	30" ROUND	4.84	19.36
[illegible]	23 EA	24" X 30" RECTANGLE	3.87	89.01
[illegible]	4 EA.	12" X 36" RECTANGLE	2.33	9.32

[illegible] INCLUDE: NUTS, 2½" BOLTS AND WASHERS FOR MOUNTING SIGNS.
DELIVERY TO CHATTANOOGA, TN. 37405

TOTAL BID PRICE: $4573.7[illegible]

COMPANY NAME: HALL SIGN INC
[illegible] W 3RD ST
Bloomington, IND

1. Shipment 35-60 Days ARO.
2. Our Bid is Based on Receiving All Items
3. Terms Net 30 Days
4. Bids Firm 30 Days For Award.

MARCH TERM 1976

SPECIFICATIONS: SIGN POSTS AND SIGN BLANKS

			UNIT	TOTAL
		M.U.T.C.D. MANUAL		
1.	71 EA.	"U" SHAPED 10', 3#/FT STEEL SIGN POST -GALV.	9.38	665.98
2.	259 EA	"U" SHAPED 12', 3#/FT. STEEL SIGN POSTS-GALV.	11.25	2913.75
		SIGN BLANKS - TENN. SPECIFICATIONS 0.080 - ALUMINUM		
3.	155 EA.	STOP SIGN - 30" X 30" OCTAGON	4.05	627.75
4.	86 EA.	STOP SIGN - 24" X 24" OCTAGON	2.59	222.74
5.	32 EA.	30" X 30" DIAMOND SHAPE	4.88	156.16
6	3 EA.	24" X 24" DIAMOND SHAPE	3.12	9.36
7	6 EA.	36" X 36" DIAMOND SHAPE	7.03	42.18
8	13 EA.	36" X 36" X 36" YIELD	3.05	39.65
9	4 EA.	30" X 30" X 30" YIELD	2.12	8.48
10	4 EA	30" ROUND	3.83	15.32
11	23 EA	24" X 30" RECTANGLE	3.91	89.93
12	4 EA.	12" X 36" RECTANGLE	2.35	9.40

INCLUDE: NUTS, 2½" BOLTS AND WASHERS FOR MOUNTING SIGNS.
DELIVERY TO CHATTANOOGA, TN. 37405 **660 sets aluminum fasteners** .14/set 92.40

TOTAL BID PRICE: $4893.10

COMPANY NAME: Vulcan Signs & Stampings, Inc.
400 E. Berry Avenue
Foley, Alabama 36535

Terry M. Hanson

Terry M. Hanson-Sales/Product Manager

March 9, 1976

NOTE: Our bid based on award of all Items or none

State of Tennessee
Hamilton County

March 24, 1976
DATE (MONTH, DAY, YEAR)

MARCH TERM 1976

RESOLUTION

NO. 376-44

TITLE A RESOLUTION TO MEMORIALIZE OLIVER PHIFER, BUSINESSMAN AND CIVIC LEADER.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Oliver Phifer, businessman and civic leader, died at his home March 3, 1976; and

WHEREAS, he was long active in the civic and political affairs of Hamilton County and Chattanooga, serving with honor and distinction his fellow citizens; and

WHEREAS, he was the Chairman of Governor Ray Blanton's Hamilton County Advisory Committee; and

WHEREAS, he was County campaign chairman for Governor Blanton in the 1974 gubernatorial race; and

WHEREAS, he served his community and his party as a member of the Hamilton County Democratic Executive Committee for more than 30 years; and

WHEREAS, he helped to advance the economy of this County and serve as a model of the civic minded business leader as the owner of his own business for over 25 years; and

WHEREAS, he was the loving husband and father, guiding and nurturing his family with care and wisdom, to Mrs. Mary Phifer, his son Jim Phifer, his three daughters Mrs. Jack Mayfield, Mrs. Deloris Howell, and Mrs. Jeanne Farmer.

NOW, THEREFORE, BE IT RESOLVED, BY THE HAMILTON COUNTY COUNCIL IN SESSION ASSEMBLED: That by this Resolution we express our profound sadness at the passing of Oliver Phifer and extend to his family our sincerest regrets and deepest sympathy.

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to the widow, Mrs. Mary Phifer of 313 Amhurst Avenue, Chattanooga, Tennessee.

Member of the County Council

Approved: ☑
Rejected: ☐

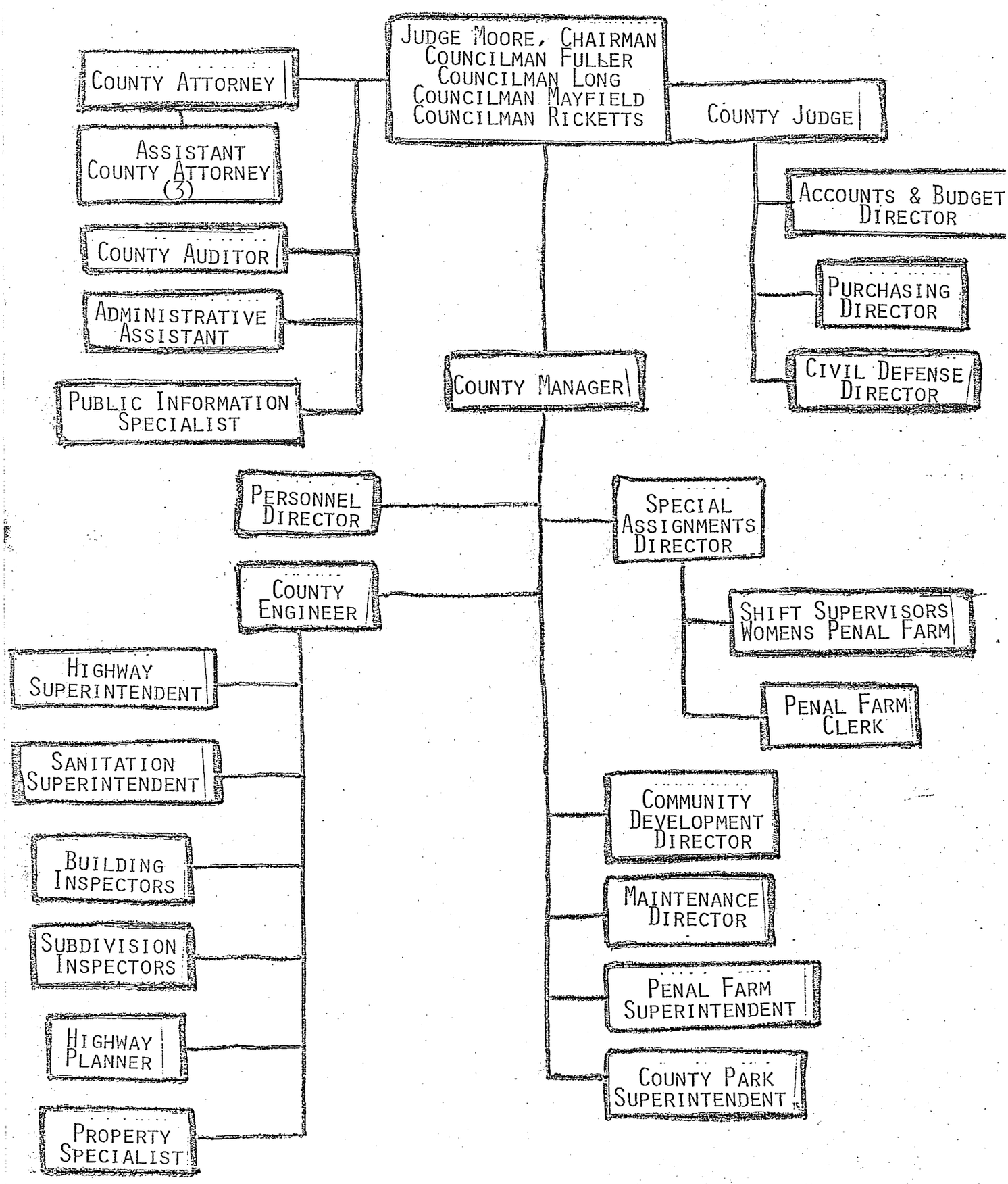
ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

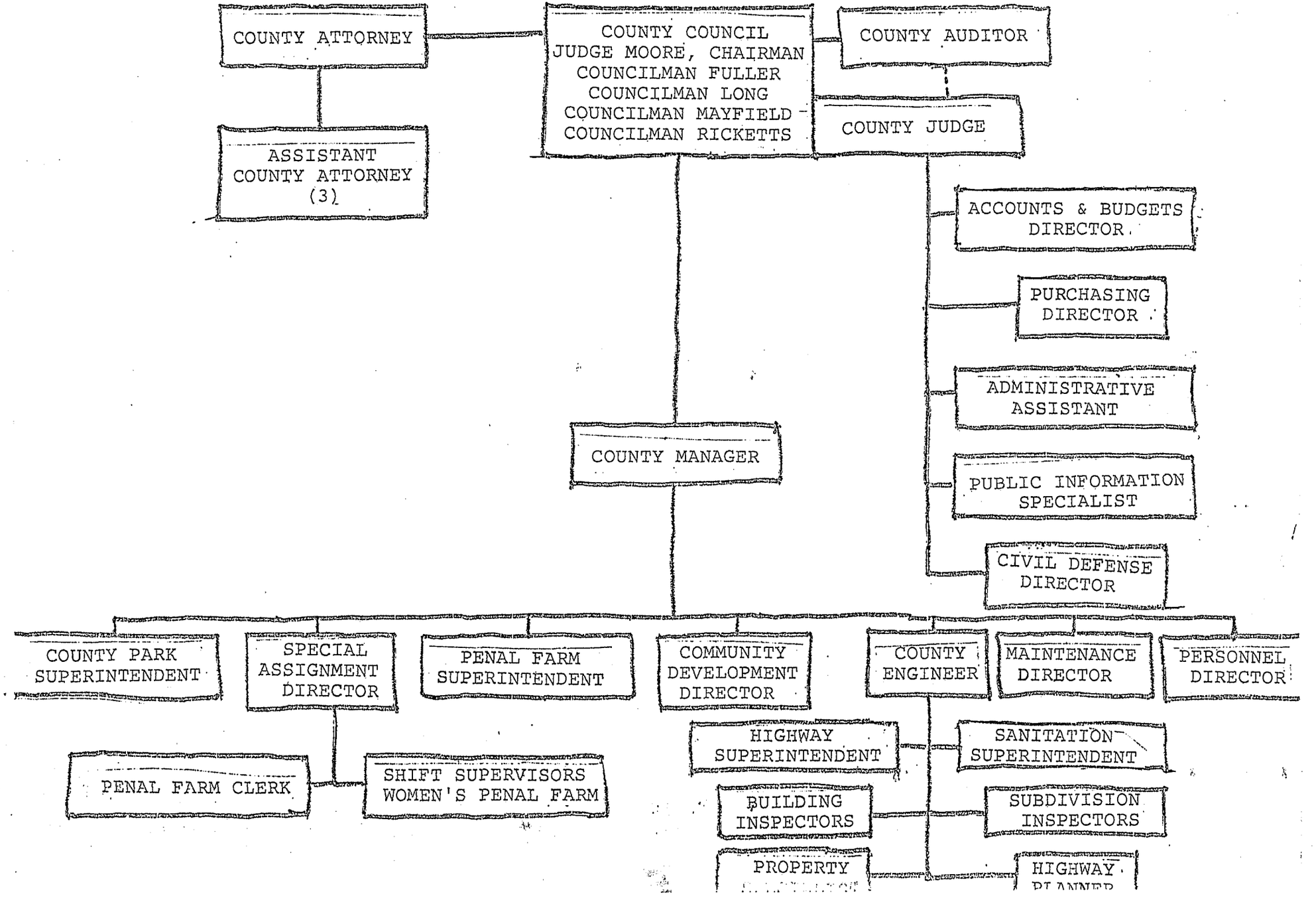
(Judge Moore read the memoralizing resolution.)

MARCH TERM 1976

ADMINISTRATIVE ORGANIZATION OPTION #1



ORGANIZATION
OPTION #2



OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

March 24, 1976

TO: COUNTY COUNCIL

FROM: DALTON ROBERTS

SUBJECT: PERSONNEL POLICY MANUAL AND ADMINISTRATIVE ORGANIZATION CHART

As you directed, I am conducting a study of the Personnel Policy Manual with the recent legal opinion of our county attorneys as a guideline.

Auditor Downey and Personnel Director Fisher have been working with U.S. Civil Service representative Elizabeth Moore on a "rewrite" that would (1) enable the county to operate the Health Department under a system acceptable to federal agencies, and (2) permit other county departments desiring to adopt a civil service system to voluntarily participate.

Auditor Downey incorporated some of my views in the last "rewrite" of Ms. Moore's document, submitted to you with a cover memo from Mr. Downey dated March 17. I need at least a week to provide you with a more detailed analysis and I assume that you will wish to study it closely before adopting all or part of it.

You also directed me to submit a revised administrative chart and two options are attached for discussion. I do see the necessity for Council action on an administrative chart before the Personnel Policy Manual can be prepared for Council action. The chart will dictate specific operational procedures needed in the Policy Manual.

MARCH TERM 1976

MEMO
March 24, 1976
Page

The attached charts vary very little with the chart you adopted September 18, 1974. Both allow the Council to delegate direct administrative control of fiscal personnel to the County Judge and a direct coordinating role to the County Judge with the County Manager, Auditor, and County Attorney.

Option #1 would give every Council member equal access to the legal and PR aid fo the Administrative Assistant and Public Information Specialist. If this plan is adopted, I would see the County Judge in a direct coordinating role with these two employees, similar to his role with the Manager, Auditor, and County Attorney. Other elected County Officials would appreciate, I am sure, a Council decision to also make the Administartive Assistant and Public Information Specialist available to them should these staff members have available time from tasks assigned by Council members.

I can provice detailed operational guidelines showing how either plan could work on a day-to-day basis.

With an expression of your views at today's meeting, I should be able to complete the tasks you assigned by the next meeting.

ON MOTION of Councilman Fuller, seconded by Councilman Mayfield, to take under advisement for the next two weeks the study submitted by Dalton Roberts on the Personnel Policy Manual and Administrative Organization Charts. Councilman Fuller said that this would give the Council members the opportunity to exchange ideas on this. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

ON MOTION of Judge Moore, seconded by Councilman Mayfield, that at the request of the chairman of the library board additional furnishings from the bids taken for Resolution 276-14 were being ordered from Group I Technical Furniture. These are steel shelving for $3,294.40 and 4 20-tray units for $516.68. Resolution 276-14 permits an increase of 15%. The foregoing Motion was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

Judge Moore stated that last year Canteen, Inc., installed and serviced the vending machines at Hamilton County Park. Canteen, Inc. has indicated that they do not wish to renew the contract because of the distance involved. Judge Moore suggested that the County Manager and County Engineer look into the possibility of the County purchasing vending machines and servicing them in order to provide beverages and food at the park. Judge Moore stated that the County had had rather poor previous experience in leasing vending machines for the park.

Councilman Fuller said that he had no objections to this but he felt if the County was going to do it, it should be done on a first-class professional basis. Councilman Fuller said that the park is a show place for our citizens and his recommendation to those doing the study was to do it right.

Judge Moore stated that he would ask the County Manager and the County Engineer to make a study and report to the Council when the study is completed.

ON MOTION of Councilman Mayfield, seconded by Councilman Fuller, that the records of the County Court Clerk's Office for February 1976 be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

M A R C H T E R M 1 9 7 6

REPORT OF WILLIAM F. (BILL) KNOWLES, COUNTY COURT CLERK

FOR THE MONTH OF FEBRUARY 1976

William F. (Bill) Knowles	$1801.60
Barbara Adams	710.14
Madolyn Bales	674.58
Jack F. Beaton	1153.84
Louise Conner	738.46
Geraldine Dent	674.58
Gwendolyn Fletcher	674.58
Betty Herring	674.58
Donald Hixson	900.00
Betty C. Kyle	738.46
Betty Lynch	738.46
Frances Marlowe	738.46
Marilyn McCollum	674.58
Karen J. Poland	738.46
Elmo Pruitt	761.52
Everett Schaerer	765.46
Ruth E. Schmid	784.60
Theresa Stanley	743.72
Betty Sutherland	674.58
Estil Varner	1086.46
Jett Varner	674.58
Kittie Wallace	674.58
Carolyn Williams	876.92
Janis J. Wilson	651.86
Ben Woodard	798.04
D'Wayne S. Young	600.00
Frances Taylor	623.06
	21346.16

OTHER DISBURSEMENTS

Extra Clerks	3181.67	
Auto Expense	114.60	
Postage	267.02	
Travel	98.00	
Miscellaneous	25.50	
Dues and Subscriptions	5.50	
Increase Change Fund	2000.00	
Advanced Travel Expense	100.00	
		5,792.29

TOTAL FEES COLLECTED FEBRUARY 1976	26,572.63
TOTAL OPERATIONAL EXPENSES FEBRUARY 1976	27,138.45
TOTAL EXCESS FEES REMITTED THIS REPORT PERIOD	.00
TOTAL EXCESS FEES WITHDRAWN THIS PERIOD	.00
PREVIOUS BANK BALANCE FORWARDED	5,399.59
BANK BALANCE FEE ACCOUNT	4,833.77
TOTAL EXCESS FEES REMITTED TO DATE	59,635.95
TOTAL EXCESS FEES WITHDRAWN TO DATE	45,000.00
TOTAL EXCESS FEES REPAID TO DATE	.00

This is to certify that this is a true and correct report of the receipts and dsibursements for this period.

William F. Knowles

William F. (Bill) Knowles
County Court Clerk

County Attorney James Turner stated that he had been amused and amazed by the article in the newspapers concerning the Quarterly Court in which the members of the Court said they had no way to get information concerning legal matters. Mr. Turner said that the only request that he was familiar with was one of several years ago when the Quarterly Court requested information concerning the duties of the Court. Mr. Turner said at that time the opinion had been expressed that the Quarterly Court could not elect the County Superintendent of the School Board. Mr. Turner prepared a private act in which the Quarterly Court was specifically given these duties. Mr. Turner said that only Squire Kennedy had called last Monday afternoon while Mr. Turner was out of town, and Mr. Turner asked if Squire Kennedy had called Ward Crutchfield, who is an assistant County Attorney and does most of the legal matters for the schools. Mr. Kennedy had not called Mr. Crutchfield. Mr. Turner said the paper quoted Squire Ball as saying they could not get a legal opinion from the County Attorney, but Mr. Turner said that Squire Ball had not asked for any opinions from him. Mr. Turner said that Squire Nolan was quoted as saying the duties of the Quarterly Court "are hazy" and Mr. Turner suggested if anything is hazy then "the clouds are in their own minds."

Councilman Fuller said facetiously that he "came today prepared to resign."

ON MOTION of Councilman Long, seconded by Councilman Mayfield, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

CHAIRMAN

COUNTY COURT CLERK

A P R I L T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, APRIL 7, 1976

BE IT REMEMBERED, That on this the 7th day of April, 1976, a regular meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk Deputy Don Hixson called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. David L. Pearcy, Lutheran Church of St. Phillip, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * * *

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 7, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, WEDNESDAY, MARCH 31, 1976.

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE
Take notice, pursuant to Chapter 442, Public Act of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 7, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.
Don Moore, County Judge
and Chairman of the
County Council

APRIL TERM 1976

No. 2795

State of Tennessee

Hamilton County

Before me personally appeared Nancy J. Cole

who, being duly sworn, says that (he) (she) is the Manager, Classified Advertising of the CHATTANOOGA TIMES: and that the notice of which the following is a true copy,

PUBLIC NOTICE OF MEETING
OF COUNTY COUNCIL OF
HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Act of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 7, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

has been published in the above said Newspaper on the following dates, to-wit:
March 31, 1976

the full number of times required by law, and that there is due the TIMES PRINTING COMPANY, Publisher of the CHATTANOOGA TIMES, for publication of such notice the sum of $7.13

Nancy J. Cole
Nancy J. Cole/Manager, Classified Adv.

Sworn to and subscribed before me, this 5 day of April, 1976

Jere Eubanks
Jere Eubanks/Legal Clerk

My Commission expires January 7, 1979

Form No. 573

APRIL TERM 1976

Appl. #009

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-1

TITLE REQUEST TO REZONE FROM AGRICULTURAL DISTRICT TO RURAL RESIDENTIAL DISTRICT A TRACT OF LAND LOCATED ON THE SOUTH LINE OF GREEN SHANTY ROAD ADJOINING FAIR OAKS SUB.; THIS TRACT BEGINS AT THE NE CORNER OF SECTION 36, TOWNSHIP 5, RANGE 3, WEST OF THE BASIS LINE OCOEE DISTRICT, AND EXTENDS NW, ALONG THE SOUTH LINE OF GREEN SHANTY ROAD, 350', THENCE SW 1,113', THENCE SE 350', THENCE SW, ALONG THE WEST LINE OF SECTION 31, RANGE 2, 1,562.7', THENCE SE 330', THENCE NE, ALONG THE WEST LINE OF FAIR OAKS SUB. 1,912.7', THENCE NW 330', THENCE NE, ALONG THE DIVIDING LINE OF SECTION 31, RANGE 2, AND SEC. 36, RANGE 3, 762' TO GREEN SHANTY ROAD, THE POINT OF BEGINNING. THE PLANNING COMMISSION RECOMMENDED DENIAL OF RURAL RESIDENTIAL REQUEST AND APPROVAL OF R-1 RESIDENTIAL REZONING.

BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED:

WHEREAS, Terry Wall, petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located on the South line of Green Shanty Road adjoining Fair Oaks Subdivision, and said Planning Commission after hearing recommended that this petition be denied for Rural Residential and approved for R-1 Residential rezoning; and

WHEREAS, Terry Wall, requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on April 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Agricultural District to R-1 Residential District a tract of land located on the South line of Green Shanty Road adjoining Fair Oaks Subdivision. This tract begins at the NE corner of Section 36, Township 5, Range 3, west of the Basis Line Ocoee District, and extends NW, along the south line of Green Shanty Road, 350', thence SW 1,113', thence SE 350', thence SW, along the west line of Section 31, Range 2, 1,562.7', thence SE 330', thence NE, along the west line of Fair Oaks Subdivision, 1,912.7', thence NW 330', thence NE, along the dividing line of Section 31, Range 2 and Section 36, Range 3, 762' to Green Shanty Road, the point of beginning.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore asked if anyone was present in opposition; there was no one.)

APRIL TERM 1976

State of Tennessee
Hamilton County

Appl. #011

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-2

TITLE REZONING FROM AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT A TRACT OF LAND LOCATED AT 7207-7211 MIDDLE VALLEY ROAD, BEING ON THE WEST LINE OF MIDDLE VALLEY ROAD, BETWEEN MIDDLE VALLEY FOREST AND MEADOWOOD SUBDIVISIONS. THIS TRACT BEGINS 81' SOUTH OF MEADOWOOD DR., FRONTS 310' ON THE WEST LINE OF MIDDLE VALLEY ROAD AND EXTENDS NW, ALONG THE NORTH LINE OF MIDDLE VALLEY FOREST SUB. 1744.7', THENCE NE 303', THENCE SE, ALONG THE SOUTH LINE OF MEADOWOOD SUB., 1,818.6' TO MIDDLE VALLEY ROAD, THE POINT OF BEGINNING, BEING THE PROPOSED KENNINGTON ESTATES SUBDIVISION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Kenneth Boring petitioned The Chattanooga-Hamilton County Regional Planning Commission to rezone a tract of land located at 7207-7211 Middle Valley Road, being on the west line of Middle Valley Road, between Middle Valley Forest and Meadowood Subdivision, and said Planning Commission after hearing recommended that this petition be approved; and

WHEREAS, Kenneth Boring requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on April 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Agricultural District to R-1 Residential District a tract of land located at 7207-7211 Middle Valley Road, being on the west line of Middle Valley Road, between Middle Valley Forest and Meadowood Subdivisions. This tract begins 81' south of Meadowood Drive, fronts 310' on the west line of Middle Valley Road and extends NW, along the north line of Middle Valley Forest Subdivision, 1744.7', thence NE 303', thence SE, along the south line of Meadowood Subdivision, 1,818.6' to Middle Valley Road, the point of beginning, being the proposed Kennington Estates Subdivision.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore asked if anyone was present in opposition; there was no one.)

Appl. #190

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-3

TITLE REZONING FROM RURAL RESIDENTIAL DISTRICT TO APARTMENT-TOWNHOUSE DISTRICT A TRACT OF LAND LOCATED AT 5525 JEWELL ROAD, BEING AT THE NORTH END OF JEWELL ROAD. THIS TRACT BEGINS AT THE NE CORNER OF JEWELL ROAD AS SHOWN BY PLAT OF BLUE RIBBON ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 26, PAGE 61, AND EXTENDS NE 311', THENCE NW 425.93', THENCE SW 308' TO A POINT IN THE NORTH LINE OF LOT 4, BLUE RIBBON ESTATES, THENCE SE, ALONG THE NE LINE OF BLUE RIBBON ESTATES AND JEWELL ROAD, 474.6', TO THE POINT OF BEGINNING.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Martin McNabb, Trustee, petitioned The Chattanooga-Hamilton County Planning Commission to rezone a tract of land located at 5525 Jewell Road, being at the North end of Jewell Road, and said Planning Commission after hearing recommended that said petition be approved; and

WHEREAS, Martin McNabb, Trustee, requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on April 7, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the Zoning Resolution of Hamilton County be amended to rezone from Rural Residential District to Apartment-Townhouse District a tract of land located at 5525 Jewell Road, being at the north end of Jewell Road. This tract begins at the NE corner of Jewell Road as shown by plat of Blue Ribbon Estates Subdivision, as recorded in Plat Book 26, Page 61, and extends NE 311', thence NW 425.93', thence SW 308' to a point in the north line of Lot 4, Blue Ribbon Estates, thence SE, along the NE line of Blue Ribbon Estates and Jewell Road, 474.6', to the point of beginning.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore asked if anyone was present in opposition; there was no one.)

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-4

TITLE A RESOLUTION TO APPROVE THE EMERGENCY ASSISTANCE POLICY GUIDELINES FORMULATED BY THE COMMUNITY DEVELOPMENT DEPARTMENT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Community Development Department of Hamilton County has formulated Emergency Assistance Policy Guidelines in order to provide uniformity and consistency in the provision of emergency assistance; and

WHEREAS, said Policy Guidelines are compatible with those of the City of Chattanooga and will avoid duplications and overlap of benefits.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the Emergency Assistance Policy Guidelines attached hereto and made a part hereof by reference thereto as though fully copied herein verbatim are hereby adopted as County policy.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that these guidelines are comparable with those adopted by the City and should result in a situation where there would be little if any overlap by similar projects.)

HAMILTON COUNTY
EMERGENCY ASSISTANCE
POLICY GUIDELINES

AN EMERGENCY ASSISTANCE AGENCY providing (1) emergency, (2) temporary financial assistance on a non sustaining basis for residents of Hamilton County who are in need for the following reasons:

I. ILLNESS

Of the principal wage earner/provider. Extent and duration of disability must be medically established. Forms are provided to be filled out by a doctor. Assistance not to exceed 8 weeks.

II. ABSENCE FROM HOME

Of the principal wage earner/provider. This must be established to the satisfaction of caseworker through statements from employers, landlords, courts, or reliable individuals who have knowledge of family members. Spouse is encouraged to take legal action for financial support of minor children. Assistance not to exceed 8 weeks.

III. DEATH

Newspaper obituary notices and/or official death certificates.

IV. AID FOR DEPENDENT CHILDREN APPLICANTS

AFDC and ADC applicants who have an application pending with the Department of Human Services can apply for assistance on an interim basis only.

V. SOCIAL SECURITY AND SUPPLEMENTAL SECURITY INCOME APPLICANTS

Telephone contacts with Social Security office or written referral is required before consideration for aid. Assistance on an interim basis only.

VI. UNEMPLOYED

Persons laid off a regular job who have exhausted their resources, drawn last pay due them, and are signing for unemployment compensation. Assistance given for no more than two (2) months. Persons who have gone to work on a regular job after a period of unemployment, assistance given until applicant receives first full pay check, (usually two to four weeks.)

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ASSISTANCE

I. FOOD

A. Food Orders on a sliding scale according to size of family are given for one to two week periods at corresponding intervals.

B. Food Stamps are purchased for one half of whole month. Eligibility for food stamps is established by Food Stamp Office, not Emergency Assistance office.

C. Supplement order for purchase of non-food household items is given with food stamp order.

II. RENT

The asking amount, up to a maximum of $100.00 per month or $25.00 per week is paid on a current basis, not to exceed 8 weeks. This must be rent on property where applicant is in residence. It is paid direct to the landlord - never through the applicant. Rent beyond this point may have utility bills due which can be taken into consideration.

III. UTILITIES

Paid only in the event that there are no other resources available to the client.

A. Electricity - the bill is negotiable with Emergency Assistance paying the minimum amount to keep service on.
B. Water - Same as above.
C. Gas - Same as above.
D. Telephone - Emergency does not pay.
E. Coal - For fuel and cooking, not to exceed four (4) tons in a season.

IV. CLOTHING

For school children on written request from school social worker or other school official.

V. MEDICINE

On prescription from physician.

Persons who regularly receive OASI, SSI, AFDC, ADC, VA checks or retirement payments as their source of income are eligible for an advance for FOOD ONLY in the event the check is lost, stolen or late in arriving. County will be reimbursed upon participant receiving payment due from outside agency. This amounts to a loan in most cases.

Persons rejected by Social Security and/or welfare will be reviewed for consideration for Emergency Assistance services. Re-application to these agencies does not automatically make them eligible for Emergency Assistance. New information must usually be provided.

PERSONS ON STRIKE ARE NOT ELIGIBLE

Applicants for service must cooperate with plans made in their own best interest.

Emergency Assistance reserves the right to terminate services when it is determined the applicant has misrepresented the situation and facts. In cases of proven misrepresentation, legal action may be taken.

When it is determined applicants are eligible for services, they are told what they will receive and for how long. Landlords, agencies and/or persons involved with applicant are also informed about amount and duration of services.

RESIDENCE

Applicants must reside within the County and outside the City of Chattanooga.

EXCEPTION

DIRE HARDSHIP, EMERGENCY and UNUSUAL situations may arise that cannot be resolved by strict adherence to these policies and procedures. Any change, addition or deviation; in a particular case of hardship or emergency may be made with the written approval of the Director of Community Development.

The Emergency Assistance Program is authorized to provide Emergency Assistance for short, limited times only. Assistance on a continuing basis is not permitted.

Applicants for assistance must appear in person except for bed ridden or disabled persons who must be interviewed by the Director of the Emergency Assistance Program and their disability verified.

HAMILTON COUNTY
EMERGENCY ASSISTANCE
POLICY GUIDELINE

The following schedule of issuance for Emergency Assistance Food Orders and supplement with Food Stamp orders is effective November 21,1975

FAMILY SIZE	AMOUNT PER WEEK	SUPPLEMENT TO FOOD STAMPS
1	$ 10.00	$ 7.00
2	15.00	8.00
3	18.00	10.00
4	22.00	11.00
5	25.00	13.00
6	25.00	13.00
7	28.00	15.00
8 and over	30.00	15.00

HAMILTON COUNTY

EMERGENCY ASSISTANCE PROGRAM

1. The undersigned applicant for assistance does hereby state that all statements made by the applicant to Emergency Assistance Program in support of an application for assistance are true to the best of the applicant's knowledge, information, or belief.

2. The undersigned hereby authorizes the Emergency Assistance Program to verify any statement made in support of an application for assistance by calling or writing to the applicant's family, employer, physicians, landlord, welfare case worker, of any other appropriate official or person in possession of information pertinent to the application and the eligibility of the applicant for assistance.

3. Applicant understands that making any false statement in an application for assistance may be punished by fine and/or imprisonment and may result in future ineligibility for assistance.

4. Applicant acknowledges receipt of a copy of this form.

DATE:_____

_____

APPLICANT

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MEDICAL STATEMENT

The person listed below has applied for Emergency Aid. The applicant states he/she is not able to support the family due to disability. An examination report from Erlanger Hospital or his personal physician is required by this agency to establish eligibility for assistance, and applicant has authorized release of same.

SIGNED _____
APPLICANT

NAME: _____

ADDRESS: _____

APPLICANTS COMPLAINTS: _____

_____

DATE _____ _____
HOMER E. NELSON, DIRECTOR

TO BE COMPLETED BY PHYSICIAN ONLY

DIAGNOSIS: _____

EXTENT OF HANDICAP: _____

CAN PATIENT PERFORM USUAL OCCUPATION YES ___ NO _____

DO YOU RECOMMEND PATIENT TO DO LIGHT WORK _____ OR NO WORK _____

IF DISABLED, HOW LONG WILL HE BE UNABLE TO WORK? _____

_____

DATE _____ _____
SIGNATURE OF PHYSICIAN

APRIL TERM 1976

COMMUNITY DEVELOPMENT

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

INCOME STATEMENT

1. I hereby do state that I am employed by _____

2. My average weekly net pay (bring home) is _____

3. I am unemployed and have no income _____

4. I state that I am a recipient of welfare/or/social security AFDC/ADC in the amount of _____.

5. I receive Food Stamps ____Yes ___ No in the amount of $_____.

I hereby authorize the release of any information by the above employer and/or agencies pertaining to this application. The information contained in this statement is true to the best of my knowledge and belief and understand that falsification of this statement renders me ineligible for any assistance.

SIGNED _____

DATE _____

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

APRIL TERM 1976

RESOLUTION

NO. 476-5

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO AND EXECUTE A FOOD STAMP VOUCHER CONTRACT WITH THE TENNESSEE DEPARTMENT OF HUMAN SERVICES.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Hamilton County residents requiring the aid of the Emergency Assistance Program for the purpose of obtaining food coupons have been receiving financial amounts with which to thereafter purchase said coupons; and

WHEREAS, such needy residents have then presented said amounts to coupon-issuing officials in order to receive said coupons, whereupon said officials have then made determinations of need based upon the applicant's income; and

WHEREAS, said applicant's income has been deemed to include those amounts received from the Emergency Assistance Program, thus raising the level of need of the applicant in an artifical manner; and

WHEREAS, in order to more expeditiously serve the needy residents, and to more accurately determine respective levels of need, a Food Stamp Voucher Contract between the Tennessee Department of Human Services and the Hamilton County Emergency Assistance Program would provide for same.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into and execute the Food Stamp Voucher Contract which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that this resolution will permit a voucher system to be instituted by Human Services for use in food purchases and to enable the County to write a smaller number of checks. Judge Moore said that this would involve no additional funds but would reduce the amount of red tape involved.)

APRIL TERM 1976

FOOD STAMP VOUCHER CONTRACT

CONTRACT BETWEEN Tennessee Department of Human Services (TDHS) and Hamilton County Emergency Assistance Program

I. Purpose:

The purpose of the contract is to set forth the terms and conditions under which the Tennessee Department of Human Services and the Hamilton County Emergency Relief Program(CA)* will cooperate in carrying out the Food Program Voucher System.

II. Scope:

This contract is effective in the following food stamp project areas: Any area in Hamilton County falling outside the limits of the City of Chattanooga

III. Responsibilities of the Hamilton County Emergency Assistance Prog.(CA).

The Ham. Co. Emerg. Asst. Prog(CA) agrees:

A. To make grants for the purchase of food coupons only to those households that have been certified for participation in accordance with the Tennessee Food Stamp Plan of Operation.

B. To issue such grants for the purchase of food coupons in the form of a voucher meeting the minimum requirements set forth in the attached Exhibit A. The voucher shall be for the total amount of the purchase requirement. The voucher shall be consecutively numbered and completed in as many copies as deemed necessary, the original and one copy of which shall be provided to the recipient. After acceptance by Tennessee Department of Human Services the original copy and one copy of the voucher shall be retained by Hamilton County Food Stamp Office.

*Contract Agency

C. To submit to the coupon issuance office a certified signature card, meeting the minimum requirements set forth in the attached Exhibit B, carrying the signature of the official(s) authorized to sign such vouchers.

D. To send to the official designated in Part IV of the Contract a check payable to Food and Nutrition Services, USDA, covering the value of the voucher for which food coupons have been issued in accordance with the following schedule:

1. On each Monday covering the preceding week and the last working day of each month to cover the period from last billing, the Hamilton County Food Stamp Office will send to Emergency Assist. Program (CA) a list by number of all vouchers and corresponding duplicate vouchers for which it has issued food coupons during the billing period.

2. Within two work days following receipt of each list of vouchers Emergency Asst. Program (CA) will issue a check covering the value of the vouchers shown on the list.

E. The Emergency Assistance Program (CA) assures the Tennessee Department of Human Services that in carrying out its responsibilities in connection with the issuance of vouchers to be used to purchase food coupons under the Food Stamp Program, it is in compliance and will comply with the requirements imposed by or pursuant to part 15 of Title 7, CFR, of the Regulations of the United States Department of Agriculture to the end that no person in (the project area) shall, on the ground of race, color, religious creed, national origin, or political beliefs be subject to discrimination in the issuance of food coupons.

F. To maintain and make available pertinent records to the Department of Agriculture for audit, at reasonable times during regular business hours, after the date of this contract for a period of three years following

APRIL TERM 1976

the close of the Federal fiscal year to which they pertain.

IV. Responsibilities of the Tennessee Department of Human Services.

The Tennessee Department of Human Services agrees:

A. To accept vouchers issued in accordance with Part III of this contract in lieu of cash, as payment for the food coupons authorized to be issued to the household under the provisions of Tennessee Food Stamp Plan of Operation. Such vouchers will be so accepted only if signed by the official(s) for whom signature cards have been submitted.

B. To bill the Emergency Assistance Program (CA) each Monday covering the preceding week and the last working day of each month to cover the period from last billing for all vouchers accepted for food coupons in accordance with the schedule in Part III, Section D of the contract.

We the undersigned agree to the statements made on pages one and two and the attachments.

_____ Co. Director

_____

Don Moore, County Judge — Contract Agency Official

_____

_____ Commissioner

_____

_____

_____

_____

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-6

TITLE A RESOLUTION TO AUTHORIZE THE DIRECTOR OF THE CHATTANOOGA-HAMILTON COUNTY HEALTH DEPARTMENT TO REQUEST A PERMIT FROM A FEDERAL AGENCY FOR THE TAX-FREE PURCHASE OF HIGH-GRADE ALCOHOL AND TO AUTHORIZE SAID DIRECTOR TO ENGAGE IN NECESSARY TRANSACTIONS FOR THE ACQUISITION AND USAGE OF SAME FOR HEALTH-RELATED REASONS.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the United States government, by and through the Bureau of Alcohol, Tobacco and Firearms, requires proof of authorization prior to granting permits to certain agencies for the tax-free purchase of certain high-proof alcohol; and

WHEREAS, the Chattanooga-Hamilton County Health Department requires 190-proof (95%) alcohol for mechanical, scientific and sterilizing purposes and uses.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the Chattanooga-Hamilton County Health Department Director is hereby authorized to request a permit from the aforesaid federal agency for the purchase of high-grade alcohol, and said Director is also authorized to engage in all transactions necessary for the acquisition and usage of same for health-related reasons.

BE IT FURTHER RESOLVED, that this Resolution take e-fect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was required because the Health Department permit has expired. This is a renewal of their permit for the use of high-grade alcohol.)

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-7

TITLE A RESOLUTION TO APPROVE THE CONSTITUTION AND BY-LAWS OF THE HAMILTON COUNTY RESCUE SERVICE ASSOCIATION AND TO DESIGNATE SAID ASSOCIATION AS THE OFFICIAL RESCUE SERVICE FOR HAMILTON COUNTY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the performance of rescue-related services by volunteers serving within various Rescue Squads in Hamilton County is an activity deserving great praise and of benefit to all county citizens, some of their accomplishments being described in the attached "Squad Histories"; and

WHEREAS, most of these Rescue Squads have sought to consolidate their organizations into one Hamilton County Rescue Service so that they may operate more efficiently and may serve county residents more effectively; and

WHEREAS, in order to accomplish this long-sought consolidation, a majority of the Rescue Squads serving in Hamilton County have approved an Association arrangement, set forth within a Constitution and By-Laws, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the abovementioned arrangement would establish the Hamilton County Rescue Service Association as the official Rescue Service for Hamilton County.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the Attached and incorporated Constitution and By-Laws of the Hamilton County Rescue Service Association are hereby approved and the said Association is hereby designated as the official Rescue Service for Hamilton County.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

Sandy has original
Rese. for Judge to
make revisation (per
Mr. Knowles suggestion)
which been marked "Approved"

(No Action on this Resolution - Passed for 30 days)

Judge Moore stated that this was the culmination of a year-long series of meetings involving the rescue squads of this area. Judge Moore stated that there were present a number of representatives from the various squads and asked if a representative was there to speak for them.

Mr. James Revley stated that the squads of the Fire Department, including Red Bank, North Hamilton County - Soddy-Daisy, and Walden's Ridge, had had several meetings. They felt that there was a need for standardization and unity in the rescue service. They feel that by combining they will have the best means for raising money and can come up with better equipment. The smaller groups would have to settle for just what they can come up with, and cannot give as good service. Mr. Revley said that in order to give Hamilton County the service they need the rescue squads should operate as one.

Mr. Ralph Barger stated that this is the first time that everyone has been in unity. He stated that it will be left open for others to join, that they will not close the doors. Mr. Barger said that they appreciate the Council giving them the opportunity and they will give all the service they can. He said that people ask why they do it, and that it is because they love people and like to do things.

Mr. Ed Chapin, communications officer of the Chattanooga-Hamilton County Rescue Service, said that he is personally opposed to the group that has been created, that his rescue service had been completely left out of the planning. Mr. Chapin said that his group had been operating since 1937. He stated that their original objection was that this was being forced down their throats by the staff of Hamilton County and they are not willing to become a political organization. He said that they do not want a board and a chief appointed by the County Judge. Mr. Chapin said that they have a fine board of directors, with Albert Hodge as chairman of the board, and they are doing an excellent job. Mr. Chapin said this rescue service is one of the oldest in the United States, organized in 1937 and has been operating continuously since then. Mr. Chapin said that any action to throw them out and create an organization that would exclude them would be a real mistake. He said that they have $80,000 in vehicles and cave rescue equipment. Mr. Chapin said that he had spent 1000's of hours working with the rescue service and he is not even a member because he lives on Lookout Mountain in Georgia. He said that he cannot speak for all the members.

Councilman Fuller asked him if their unity had been left out of all the negotiations.

Mr. Chapin said that they were not told that the group would be the only group. Mr. Chapin said that they were in favor of a county wide organization but not in favor of one where one person would have the responsibility of appointing the leaders particularly where this one person might not be the County Judge the next time. Mr. Chapin said that they had worked with the County Sheriff, the County Judge, and the fire chief. He said that they cannot afford to have one person appoint their officers. He said that this is a group that belongs to the citizens, not to the officials. He said that their objection has been that this would make the group a politically appointed organization. He said that he would not join. He said that they would work with the officials, the fire departments, etc., and that they would put their record up against any others.

Judge Moore told Mr. Chapin that if he had read the charter he would see that the County Judge would not make the appointments. Judge Moore said that the first meeting was held at the request of the rescue squads. Judge Moore said that the appointments would be made by the rescue squads, not the judge. He told Mr. Chapin that this was not intended to be a political organization, that everybody else had agreed to this. Judge Moore told Mr. Chapin that while they may not have approved, that they acquiesced but not making their objections known when the letter was sent to them a month ago. Judge Moore said that this "was not being rammed down the throats of the squad," that they were not being excluded.

Mr. Chapin said that they had not been provided a copy of the resolution, that they were not informed of the discussion. Mr. Chapin said they didn't even know of this meeting until last night. Mr. Chapin said that an earlier version of the charter had the county judge appointing the directors but perhaps this had been changed after they had objected. Mr. Chapin said that it was their understanding that all the rescue units had to agree before this organization would be completed. He said that Sale Creek, North Hamilton County, Volunteer, and Chattanooga-Hamilton County were supposed to agree unanimously in order for this to be formed. Mr. Chapin said that they did not agree and it was formed anyway. He said they were going on what they were told but they were left out.

Judge Moore said he understood that they had a representative at all the meetings.

Mr. Chapin said that their understanding was that it would be unanimous.

Mr. Revley stated that the Chattanooga-Hamilton County Rescue Service had a representative at every one of the meetings. He said that the resolution was worked up by agreement including all these groups. He stated that each man in the Chattanooga-Hamilton County squad might not agree but in the meeting where representatives were present everyone did agree.

Mr. Chapin said that their representative had merely agreed to take something back to the squad, that nothing would be done without unanimous consent.

Mr. Revley said that they had hoped for unanimous agreement but that seemed impossible at this point. Mr. Revley told Mr. Chapin that all the other squads had voted for it and that they had had a representative present.

Judge Hodge told Judge Moore that they had a letter from the judge that the rescue squad would be told when this matter was to be taken up but they had not been told of the meeting. He felt that in all fairness to the Hamilton County-Chattanooga Rescue Service that they should have time to go into this thing. Judge Hodge said that their main purpose was to serve the people of this County. Judge Hodge said that they were asking for time and proper consideration and the opportunity to show what their group is doing. Judge Hodge said that the people who will be hurt are the people of the County.

Judge Moore said that it was not their intention to push people out, that they had written and asked for objections from any of the groups.

Judge Hodge told Judge Moore that it was impossible to get in touch with Judge Moore, that he had left his number but had had no response. Judge Moore said that was just yesterday. Judge Hodge said he had several times before that as well and he hadfound it impossible to get together with the judge. Judge Hodge said that apparently the program is all set and they are going right ahead. Judge Hodge said that it does not seem possible that they will handle it in this manner when the "best rescue squad has not been given proper consideration." He said that they want the opportunity to sit down and talk about it and work something out.

Councilman Fuller said that perhaps the two groups could get together and do what is best for Hamilton County.

Judge Hodge said that it was not left up to the people doing the job, that it would be left up to the County Judge. He said that these are fine people working hard and he feels that it can be done if they are allowed to sit down and work it out.

Judge Moore said that there was no reason why they could not sit down and talk about it. Judge Moore said that they could pass this thing until the last Council meeting in May and give them time to work it out. Judge Moore said "I am not involved and don't want to be involved." He said that they had simply provided a typing service for the rescue squads, trying to come up with what they want.

Mr. Dave Evans said that nobody knows any better than he does what fine work all "these fellows" are doing, that he has a very high regard for them. He stated that Mr. Chapin's group began in 1937 and then as the County needed to be covered other groups came in and asked to work in their own areas. The groups believe in service for the people in their areas. He said that anytime the people in their own area can get the job done better, then Chattanooga-Hamilton County Rescue Service is not adverse to giving up an area, where other groups can do good work. Mr. Evans said "we are not saying give it all to us." Mr. Evans said that they appreciate what comes from Civil Defense. Mr. Evans said that the Hamilton County-Chattanooga squad is not even sure that they had seen the last draft of the charter. Mr. Evans said that they are dedicated to a county-wide organization but want it to be the best one possible. Mr. Evans said that they appreciate the interest of the County Judge and all these men here, that he has the "highest regard for all these fellows here."

Judge Moore said that they had been trying to get them all together for the last year.

Mr. Revley said that they have been working on this for a full year, that they had invited "these people" to meetings, and they feel that they have gone to the end of their rope. He said if they have not been able to get together in a year he did not feel that they would be able to in 30 days.

Judge Moore told all the rescue squad members present that the Council members would appreciate it if they would all try harder, that they have 30 days to come up with something that might be agreeable to all.

Mr. Chapin asked if at the end of 30 days they had to come up with one organization. Judge Moore said that they would consider whatever they came up with.

CONSTITUTION

ARTICLE 1

The name of this organization shall be the "Hamilton County Rescue Service", hereinafter referred to as the "Rescue Service".

ARTICLE II

The objectives of the Rescue Service shall be, but not limited to, the following:

Section 1. The prevention of accidents through the development of and support of public education programs.

Section 2. The development of and presentation of programs of emergency care.

Section 3. The alleviation of pain and suffering as well as the saving of human life by the application of medically approved skills and techniques.

Section 4. The research and development of skills, techniques, and equipment which may protect life and property.

ARTICLE III

Section 1. Membership in the Rescue Service shall be open to any individual meeting the qualifications set forth in the By-laws.

Section 2. Membership shall not be denied solely on the basis of sex, religion, race, or national origin.

ARTICLE IV

Section 1. The Rescue Service shall be controlled and directed by a Board of Directors until such time as a County Fire and Rescue Chief is employed by the governing body of Hamilton County, whereupon the County Fire and Rescue Chief shall assume all the duties and powers herein granted to the Board of Directors.

Section 2. (a) The achievement of the objectives, accomplishment of the mission, and the overall supervision of the Rescue Service is the responsibility of the Board of Directors. The Board shall consist of seven (7) members, to be selected in the manner and for the terms as set out in the by-laws.

(b) The Board shall meet at such times, and follow such procedures as may be, from time to time, established by its Executive Committee, which committee shall be composed of members of the Board and chosen in the manner and for such terms as set out in the by-laws.

(c) The Rescue Service shall itself be operated by Officers, these Officers to be a Chief, an Assistant Chief and District Chiefs, all of whom shall be chosen and shall serve in the manner and for such terms as set out in the by-laws.

ARTICLE V

Section 1. Amendments to the Constitution may be proposed by no less than three (3) members of the Board of Directors at a regularly-called meeting of the Board and must be submitted in writing to all current members of said Board no less than thirty (30) days in advance of such meeting.

Section 2. Upon the proper submission of a proposed Amendment to the Constitution, said proposal shall be adopted if, and only if, no less than three fourths (3/4) of the members formally approve said proposal at a regularly-called meeting of the Board, whereupon said proposal shall become effective according to its terms.

ARTICLE VI

The by-laws which accompany this constitution shall have the full force and effect as given therein and may be amended only in the manner as required for a proposal to amend the Constitution.

ARTICLE VII

Section 1. This Constitution shall become effective at such time as the present Chiefs of the four (4) Rescue Squads of Hamilton County submit their written approval hereto to the Judge of Hamilton County and the Director of the Hamilton County Office of Civil Defense, and these latter two (2) persons notify said Rescue Squad Chiefs of their acceptance of such approvals.

Section 2. Once effective, this Constitution shall remain in full force and effect until such time as the Judge of Hamilton County and the Director of the Hamilton County Office of Civil Defense jointly and concurrently notify the members of the Board of Directors that this Constitution is no longer to be effective, or until this Constitution is superseded by legally-effective acts or resolutions of jurisdictionally-competent governing bodies of this State or County.

BY-LAWS

ARTICLE I

Section 1. The Board of Directors of the Rescue Service shall be composed of seven (7) members chosen in the manner and for the terms as set out hereunder.

(a) There shall be two (2) permanent, ex-officio members, one (1) of whom shall be the Judge of Hamilton County and one (1) of whom shall be the Director of the Office of Civil Defense for Hamilton County, provided, however, that either of these permanent members may, from time to time, designate a representative to serve in their absence, such representatives having all the authority and power otherwise vested with the respective member of the Board which said representative is representing.

(b) Two (2) persons shall be appointed by the County Judge, which two (2) persons shall be residents of the largest incorporated municipality within Hamilton County as of the time of their appointment.

(1) one (1) of the appointees from the aforesaid municipality shall serve for an initial term of two (2) years;

(2) one (1) of the appointees from the aforesaid municipality shall serve for an initial term of one (1) year.

(c) One (1) person shall be appointed by the County Judge, which person shall be a resident of an incorporated municipality which is other than the largest such municipality within Hamilton County and this person shall serve an initial term of two (2) years.

(d) One (1) person shall be appointed by the County Judge, which person shall be a resident of an unincorporated area of Hamilton County at the time of this person's appointment, and this person shall serve an initial term of one (1) year.

(e) One (1) person shall be appointed at-large by the County Judge, which person may reside at any location within Hamilton County and which person shall serve an initial term of one (1) year.

Section 2. The County Judge shall receive recommendations from the Chiefs of the four (4) Rescue Squads operating within Hamilton County at the time of implementation of this Constitution and these By-Laws, such recommendations being potential appointees to the Board of Directors. Thereafter, said County Judge shall receive, upon request, further recommendations for positions on said Board from the District Chiefs in the event of vacanies upon said Board.

Section 3. Any person twenty-one (21) years of age or older may be eligible to serve as a member of the Board of Directors, providing that such person meets the requirements stipulated for the position to which such person is being appointed, and, further provided that no active member of the Rescue Service may serve as both a member of such Service and as a member of the Board at the same time. However, any member of the Rescue Service may serve as an advisor to the Board upon the request of the Chairman of the Executive Committee of the Board of Directors.

Section 4. All terms of members of the Board shall be as specified in Section I above, provided, however, that those positions designated to be for initial terms of one (1) year shall become terms of two (2) years after the initial terms expire.

Section 5. All appointed members of the Board of Directors shall serve for the full length of the term to which such persons are appointed, or until such time as the appointing official, or that person's successor in office, indicates to the Board that an appointee shall no longer serve thereon.

Section 6. In the event of any vacancy upon the Board, for any reason, the appointing official shall appoint a person to fill the unexpired term of the vacated position, providing that such person shall meet the qualifications stipulated for such position; provided, further, that in the event of a vacancy in either of the ex-officio positions, no successor shall be chosen, or fill such position, except by rightful occupancy of such office.

Section 7. (a) There shall be an Executive Committee of the Board of Directors, which Committee shall be composed of three (3) members of the Board, two (2) of whom shall be the ex-officio members or their respective, designated representatives, and one (1) of whom shall be annually chosen by the full Board to serve upon said Committee for a term not to exceed one (1) year.

(b) The executive Committee shall be chaired by the County Judge and shall be vice-chaired by the Director of the Office of Civil Defense. The other member of the Committee shall act as Secretary-Treasurer.

(c) The Executive Committee shall, by majority vote, determine procedures to be followed by the full Board of Directors and shall also establish meeting dates and times for the Board, as well as provide at least seven (7) days notice to members of the Board of scheduled meetings.

(d) The Executive Committee, upon the recommendation of the Chairman thereof, shall submit to the Board of Directors a nominee for appointment to the position of Chief of the Rescue Service; provided, however, that said Chairman shall, prior to making such recommendation, receive nominations from the District Chiefs and shall thereupon either select from said nominations the name of one (1) person for recommendation to said Committee, or reject same and request further and other nominations from said District Chiefs. Upon submission of said recommended nominee by said Committee to said Board, said Board shall, in Session Assembled, appoint said nominee to the position of Chief of the Rescue Service by a majority vote. Upon appointment by said Board, said Chief shall thereupon assume the duties and responsibilities of the Chief of the Rescue Service and shall continue to serve in such capacity until such time as a successor is chosen according to the procedure specified hereinabove.

ARTICLE II

Section 1. Chief

(a) Shall preside over all meetings of the Rescue Service.

(b) Shall have the power to direct the day-to-day operations and administration of the Rescue Service under the policies and supervision of the Executive Committee.

(c) Shall be empowered to call any meetings of the Rescue Service deemed necessary, provided that at least one (1) meeting shall be called every six (6) months.

(d) Shall have the authority to suspend any regular member for misconduct, failure to perform duties, or negligence.

(e) Shall represent the Rescue Service, or designate an alternate, in appearances before governmental bodies for official reasons.

(f) Shall direct the activities of the Rescue Service under the policies and supervision of the Executive Committee.

(g) Shall be directly responsible to the Board of Directors, by and through the Executive Committee thereof.

(h) Shall appoint an Assistant Chief to serve at the pleasure of the Chief of the Rescue Service.

Section 2. Assistant Chief

(a) Shall be responsible for recruitment and enrollment of members.

(b) Shall assume the duties of the chief during that person's absence, inability or refusal to perform assigned responsibilities.

(c) Shall be directly responsible to the Board of Directors, by and through the Chief, and then the Executive Committee.

Section 3. District Chief - Duties

(a) Shall, jointly and concurrently with all other District Chiefs, make recommendations to the County Judge for appointments to the Board of Directors in the event of vacancy of any position upon said Board for any reason.

(b) Shall, jointly and concurrently with all other District Chiefs, submit, upon request, nominations for the position of Chief of the Rescue Service.

(c) Shall serve in such capacity for a term of one (1) year, or until such time as the District Chief is recalled by the Captain or Captains of the Squad or Squads operating within said District Chief's assigned District.

(d) Coordinate operations of all squads within the assigned district.

(e) Shall maintain status of equipment and personnel within said district.

(f) Shall respond to the scene of joint squad operations and report such to the chief immediately.

Section 4. Captains - Duties

(a) Shall serve in such capacity for a term of one (1) year, or until such time as the current and approved membership of the Squad, from which the Captain is chosen, recalls said Captain by a two-thirds (2/3) vote at a meeting which is regularly-called and conducted in accordance with Robert's Rules of Order and which is presided-over by the Chief of the Rescue Service.

(b) Shall designate a person to serve as District Chief, which designee may also be the designating Captain unless more than one Captain serves within the same District; in such event, the Captains shall jointly and concurrently designate a person to serve as District Chief, which designee may also be one of said Captains.

(c) Shall be responsible for the operations of thier squads, and shall be directly responsible to the District Chief.

(d) Shall insure that all squad members meet the basic training requirements as established, from time to time, by the Rescue Service.

(e) Shall notify the dispatch center when persons and equipment have responded to emergencies.

(f) Shall notify the District Chief and the dispatch center when equipment is in or out of service for repair, accident, or otherwise.

ARTICLE III

Section 1. Application

(a) The Rescue Service shall provide to interested persons, on request, a form by which such persons may make a request for membership.

Section 2. Junior and Individual Membership

(a) Junior membership is open to those sons or daughters of active members who have reached their sixteenth (16th) birthday and have successfully completed the regular training courses of active members.

(b) Individual membership is open to those individuals who have passed their eighteenth (18th) birthday and who have successfully completed the prescribed training courses.

Section 3. Requirements for Admission

(a) Following the submission of an application the Executive Committee will review the application, provided, however, that the Executive Committee may require recommendations thereon from time to time by the Chief. Applicants who have met the requirements will be invited to attend the regular meetings of the Rescue Service.

(b) Applicants attending four (4) consecutive meetings of the Rescue Service will be considered probationary members and will be assigned to a sponsor. The sponsor will work with the probationary member on rescue responses. After six (6) months, upon the favorable recommendation of the sponsor, the probationary member will be granted full member status and will be issued a badge and identification card.

Section 4. Dismissal

(a) A member may be dismissed for midconduct as a result of alcoholic or drug intoxication.

(b) Failure to respond to a rescue call except for just cause may result in a 30-day suspension, and dismissal, for repeated offenses of a related nature, may thereafter follow.

ARTICLE IV

Section 1. Membership Dues

(a) A membership fee of ten Dollars ($10.00) will be required with each application, provided, however, that the Board of Directors may, from time to time, revise this amount.

(b) Annual dues will be ten Dollars ($10.00) per year, payable in advance, or such other amounts as may be designated from time to time by the Board of Directors.

ARTICLE V

Section 1. The Executive Committee, upon the recommendation of the Chief of the Rescue Service, may appoint a person to act as the Secretarial Aide for the Rescue Service, and once such person is so appointed that person shall serve until such time as the Executive Committee appoints a successor. The duties of such Secretarial Aide shall be prescribed and directed by the Executive Committee.

Section 2. The Executive Committee, upon the recommendation of the Chief of the Rescue Service, may appoint a Financial Aide who shall serve until such time as the Executive Committee appoints a successor. The duties of the Financial Aide shall be as follows:

(a) Shall be responsible for the funds of the Rescue Service.

(b) Shall be responsible for deposit of funds and preparing of checks for authorized disbursement.

(c) Shall prepare monthly and annual financial statements for the Chief and for the Secretary-Treasurer of the Executive Committee.

(d) Shall prepare statements and issue membership cards for annual membership fees or dues.

(e) Shall be bonded.

(f) All checks will require the signature of either the Chief or the Secretary-Treasurer of the Executive Committee.

Section 3. The Executive Committee, upon the recommendation of the Chief of the Rescue Service, may appoint a Rescue Service Chaplain, who, once appointed, shall serve until such time as the Executive Committee appoints a successor. The Chaplain shall be responsible for the religious activities of the Rescue Service and shall recruit, train and direct associate chaplains.

Section 4. The Executive Committee, upon the recommendation of the Chief of the Rescue Service, may appoint an Historian, who, once appointed, shall serve until such time as the Executive Committee appoints a successor. The Historian shall assure that procedures of all meetings of the Rescue Service are in keeping with Robert's Rules of Order, and shall counsel members in compliance with pertinent laws, ordinances, resolutions or other related enactments.

SUMMARY OF THE RESCUE SQUADS RESUME:

Value of Equipment:

(A)	Volunteer State Rescue	$ 60,000.00	
(B)	North Hamilton County Rescue	132,000.00	
(C)	Sale Creek Fire & Rescue	15,000.00	Rescue
		207.000.00	
	Sale Creek Fire & Rescue	105,000.00	Fire
		$312,000.00	
(D)	Waldens Ridge Emergency Service	10,000.00	
		$322.000.00	Total

Trained Personnel:

(A) Volunteer State Rescue:

35 - First Aid Training
14 - Radiological Monitors

(B) North Hamilton County Rescue:

16 - 81 Hour Medical Technician Training (Certified)
19 - 40 Hour Medical Care Training (")
23 - Advanced First Aid (Red Cross)
28 - Standard First Aid (Red Cross)
22 - Cardio Pulmonary Resuscitation (")
4 - Advanced First Aid (Red Cross Instructors)
10 - Radiological Monitoring Graduates

(C) Sale Creek Fire & Rescue:

32 - Basic First Aid Course
3 - 81-Hour Emergency Medical Technicians
14 - 40-Hour Emergency Medical Care Technicians
3 - Red Cross Advanced First Aid Instructors
6 - Radiological Monitoring Graduates
(40-Hour Emergency Medical Technicians Class in Progress for 14 Additional Members).

(D) Waldens Ridge Emergency Service:

Basic Life Support - CPR
2 - American Heart Association Affiliate Faculty
2 - Instructor - Trainers
2 - Instructors
10 - CPR Basic Rescuers.

American Red Cross
2 - Instructors Advanced First Aid & Emergency Care
3 - Multi-Media Trained.

Tennessee Vocational Division - Fire Service
14 - Basic Firefighting.

Tennessee Optometrical Society:

1 - Emergency Removal of Contact Lens.

National Registry - Emergency Medical Technicians
3 - E.M.T.'s

Tennessee E.M.S. - Certified EMT
6 - E.M.T.'s
(1 - Medical Specialist - U.S. Army)

Austin Powder Co.
2 - Blasting Seminar.

Atlas Powder Co. - U.S.A.T.F. Divn.
2 - Explosives Seminar

Extrication Training
6 - Basic Extracation

Tennessee Association of Rescue Squads.
7 - Rescue Seminar.

International Association of Arson Investigation
4 - Arson Investigation Seminar.

Hours of Service By The Rescue Squads or Calls Responded To:

(A)	Volunteer State	(Year 1975)	-	1888 Hours
(B)	North Hamilton County	(Year 1975)	-	394 Missions
(C)		(Year 1975)	-	3805 Hours
(D)	Waldens Ridge	(Part of Chatt. Unit Year 1976	-	42 Missions
		Jan.-Feb.	-	169 Hours
		Year 1976 New Orgn.	-	18 Missions
		Feb.15-Mar.18	-	111 Hours

MISSION SUMMARY FOR YEAR 1975

This summary of the activities of the North Hamilton County Rescue Squad is taken from mission reports which are to be completed on each call out. This report includes only those "call outs" which were reported in detail and are on file, however, there are missions which were not reported in sufficient detail to be included in this summary.

First Aid Stand-by	8
Automobile Accident . . .	72
Lost Person - Search . .	9
Sick and Oxygen Call . . .	52
Drowning	8
Accidental Injury	34
Fire - All Types	108
Other - Misc.	103
TOTAL MISSIONS	394

Total miles driven: 7433. Mileage does not include miles driven by members in personal vehicles.

Total man hours: 3805. Man hours do not include time traveling to and from calls or personal training such as monthly squad training and EMS, Red Cross courses, etc.

This summary of training for North Hamilton County Rescue Squad includes only those 28 members who are active at the present time.

1 81 Hour Emergency Medical Technician
Certified Emergency Medical Services 16

2 40 Hour Emergency Medical Care
3 Certified Emergency Medical Services 19

4 Advanced 1st Aid
Certified American Red Cross 23

5 Standard 1st Aid
6 Certified American Red Cross 28

7 Cardio Pulmonary Resuscitation
Certified Chattanooga Area Heart Assoc. . . 22

8 Advanced 1st Aid Instructor
9 Certified American Red Cross 4

10 Radiological Monitoring
Certified National Civil Defense 10

11 Basic Fire Fighting and Rescue
12 Certified Tennessee State Fire School . . . 26

13 Advanced Firemanship
Certified Tennessee State Fire School . . . 5

14 Pumper Operations
15 Certified Tennessee State Fire School . . . 5

16 Pumper Maintenance
Certified Tennessee State Fire School . . . 1

17 Arson Investigator
18 Certified IAAI 3

19 1973 GMC Four Wheel Drive Suburban
Equipped for 1st Aid, light duty rescue and
extracation and portable lighting.

20

21 1971 Chevrolet One Ton Truck Utility Bed
Equipped for 1st Aid, light duty rescue and
extracation, portable lighting and brush fire
22 fighting equipment.

23 1965 Dodge One and a half Ton Truck Custom Bed
Equipped for various types heavy duty rescue
24 and lighting. This unit also carries a 300
gallon water tank and pump for light fire
25 fighting.

1965 International Loadstar 1700
Equipped with 2400 gallon water supply. This unit responds county wide.

1966 Chevrolet station wagon
Equipped for 1st Aid and used primarily for transportation of personnel and squad business.

Two (2) Boats - 14 foot flat bottom aluminum
Equipped with tilt trailer and 25 HP Evinrude motor, and water recovery equipment.

HISTORY OF SALE CREEK VOLUNTEER FIRE DEPARTMENT

The organization now operating as a fire and rescue unit in the area of Sale Creek, in north Hamilton County, was initiated as a Lions Club project. The Lions Club, being a community service organization, realized the need for protection of life and property, which at this time was not available to this area.

On July 28, 1971, the organization was chartered as the Sale Creek Volunteer Fire Department. There were twelve members to begin operations with a 1951 Chevrolet pumper and a 1960 Ford tanker with a 1,150 gallon tank capacity. These were an initial investment of $2,350.00.

These men were faced with problems such as necessary long hours of training, no housing for the equipment and selling contract subscriptions to the citizens in the area. These were difficult times because not everyone in the community was convinced that the fire department deserved their support.

The organization only worked harder now to prove their capabilities as a fire department. Each day new interest was gained in the department, new members were coming in, and training was practically an every day event.

In the spring of 1972, an effort was begun to locate property for a building to be erected to house the equipment. Mr. W. M. Gothard, a local businessman, came to the rescue with the property and a twenty-year lease with option to renew for only one dollar.

In September of 1972, construction was begun on a four-bay garage type structure with space for an office. Construction on the building was done by the members themselves.

In a constant effort to improve services to the community, the department in January of 1973, purchased a 1969 Chevrolet van to carry first aid equipment and to be used to carry personnel to the scene. Also, in October of 1973, a 1957 White, 3,000 gallon tanker was bought and put into service. All necessary repairs and preparing the vehicles for painting were carried out by the members of the department.

Operational expenses and the purchase of equipment necessary to keep the functions of the fire department going were well beyond the monies being raised by contract subscriptions. Fund raising projects were constantly going on such as working parking lots at ball games, bake sales, and rummage sales by the Ladies' Auxiliary, ham and turkey shoots, softball tournaments, road blocks, and boat races.

In addition to all the fund raising projects, training was still going on. Men were sent to the State Fire Training School in Murfreesboro; to the Red Cross in Chattanooga for first aid training; and the in-service training at home was still an almost every day occurence.

In February of 1974, a 1955 Dodge quick-attack pumper was bought. This vehicle allowed quicker response time to the scene and also gave a back-up pumper.

At this time Sale Creek was an area far removed from ambulance and rescue service. The response time for other units was far too great for immediate emergency medical care. The fire department was now being called to answer these emergencies.

On May 6, 1974, the original charter was revised to include a rescue squad within the fire department.

The quick-attack pumper and the light duty van were equipped with rescue and emergency medical care equipment. The Office of Civil Defense also assigned a boat to the fire department for water rescue.

The fire department had three 81-hour Emergency Medical Technicians and other members with Red Cross first aid training. Again the training was picked up to a faster pace and sixteen members were enrolled in the 40-hour Emergency Medical Care course offered by the state. Vehicle rescue was also included in the course.

Progress in the department was still going on with the addition of another 3,000 gallon tanker. The 1952 Mack was purchased from the City of Chattanooga in October of 1974.

The year of 1975 saw a lot of improvements in the fire department. Two bays and a large training room were added to the facilities, a mobile concession stand was built to use with fund raising projects, and a high band communications system was put into operation.

The fire department has an annual average income of $5,200.00 from contract subscriptions. The total expenditure in 1974 was $9,600.00, which leaves a deficit of $4,400.00 to be raised by the membership.

The membership has risen to the occasion. Each member must participate in all fund raising projects. In addition to all the time spent training, each member must spend one night a month at the fire station. A dispatcher is on duty 24 hours a day.

Each member is also required to have their own personal protective equipment. This includes a helmet and fire coat which is bought at the members' expense. The fire department does furnish protective boots.

For the year of 1975, the department responded to one hundred and twenty-one alarms. Of these alarms, 45 were structural fires, 8 vehicle fires, 38 rescue or other emergencies, 12 brush fires, 7 false alarms, 8 as a public service, and 3 mutual aid calls to help another fire department or rescue squad.

The fire department now has a membership of thirty-two men. Each man is required to participate in all training sessions and to complete a basic first aid course within 6 months from date of application.

At present, the department has three 81-hour Emergency Medical Technicians, fourteen 40-hour Emergency Medical Care Technicians, three Red Cross Advanced first aid instructors, one CPR instructor, two 40-hour Emergency Medical Care Instructors, and six trained in Radiological Monitoring. There is a 40-hour Emergency Medical Care course currently in progress at the fire station and another fourteen members are enrolled in this class. This will give us twenty-eight 40-hour Emergency Medical Technicians. The department has also received training in rope work and mountain rescue operations for their continuing education in rescue procedure.

The fire department has grown from an idea to a reality in five short years. The estimated value of equipment and buildings today is well over $120,000.00 This has been accomplished through the dedication of individuals with a never ending desire to help a neighbor in need.

SUMMARY

Started in 1971 with 2 pieces of equipment and 12 firemen. No fire hall, pumper kept in 1 bay chicken house and tanker was kept under apple tree by side of building. No charge for use of building. No protective clothing. In late '71, each fireman purchased a hard hat for protective head gear. No men were trained in any type of fire fighting. Two men had Red Cross first aid. Total investment $2,350.00 which was paid by holding car washes, bake sales, rummage sales, and ham shoots. The first couple of years the revenue from subscriptions hardly paid operating expenses.

At present we have a 5-bay fire hall, 40'x40' upstairs training room, sleeping room for dispatcher, kitchen, office and car port, all heated by gas and electricity; thirty-two men with full protective clothing; 2 pumpers; 3 tankers; 2 rescue trucks; 1 boat and trailer, 1 portable concession stand; 1 brush buggy; 4 alarm systems; 5 HP electric sirens; cluster of air horns, telephone network; our own high band frequency radio in each piece of equipment.

Our part in rescue consists of 2 rescue trucks and one boat and trailer. Trucks are equipped with all types of rescue tools; porta-powers(large and small), come-a-longs; special type of chains for wreck excavation; K-12 saw; rope harness and D-rings for cliff rescue and mountain repelling; Stokes litter and several army-type stretchers. General rescue equipment - hammers, bolt cutters, pry bars, ram bars, jacks, etc. Life Saving equipment consists of 3 sets of oxygen gauges and tanks; 3 old type resuscitation kits; one Modulaide; one Laerdal Suction Unit; 4 self-contained air units; 2 portable generators and portable lights.

In order to take care of the task bestowed upon us, it is necessary for many hours of training and constant study. We spend approximately 11,360 man hours per year of this type of community service. All rescue equipment (including trucks) expenses are separate from fire department. Value of rescue equipment at present time is approximately $15,000, all paid for by the department. No County funds, State, United Fund, or large donations; just plain hard work by members of department.

Other rescue squads in Hamilton County(Chattanooga-Hamilton Co., Volunteer State, North Hamilton Co.) have received help from Hamilton County to the tune of $25,000 each, one truck equipped ready to go. Since each department donates time and money for rescue service in Hamilton Co., we feel it is time the County residents start paying for the service they are demanding of us, and the only way this can be done is unity of all groups. We need newer and better equipment by all. Since the Sale Creek unit is using their own truck and equipment, we are making the request for $25,000.00 for new trucks and equipment. The two trucks now being used could be put back into service of the fire department.

James E. Reavley

James E. Reavley, Chief
Sale Creek Volunteer Fire and Rescue

WALDENS RIDGE EMERGENCY SERVICE
P.O. BOX 215
SIGNAL MOUNTAIN, TENN. 37377

03-19-76

To: Chief Craig Glaze
Re: Total calls for 1976.

Dear Sir:

The following is a complete list of calls that has been answered by the Signal Mountain Unit of Chattanooga-Hamilton County Rescue Service, and the newly organized Waldens Ridge Emergency Service. All of the calls up until Feb. 15, 1976 were answered as the Signal Mountain Unit of Chattanooga-Hamilton County Rescue Service, all calls after that date were answered as Waldens Ridge Emergency Service.

JANUARY 1976

The unit responded to a total of 28 calls. Of these calls 8 were within the city limits of Signal Mountain, 16 were on the mountain in locations out of the Signal Mountain city limits, and 4 calls were off of the mountain in Hamilton County and Chattanooga.

The unit treated 16 persons for injuries, performed CPR on 2 victims, had a total of 3 D.O.A.'s, and located 2 missing persons.

We had 8 calls involving auto accidents, 2 of these calls required some type of extrication of the victims.

We answered 10 fire calls, 1 explosion, and various other type calls.

These calls required a total of 649 miles driven in personal vehicles and a sum of 151 man hours.

This concluded the report for January 1976.

FEBRUARY 1-14, 1976.

The unit responded to a total of 14 calls. Of these calls 2 were within the city limits of Signal Mountain, 3 were on the mountain in locations out of the Signal Mountain city limits, and 9 calls were off of the mountain in Hamilton County and Chattanooga.

The unit treated 5 persons for injuries, had 1 D.O.A., and located 1 missing person.

We had 5 calls involving auto accidents, 3 of these calls required some type of extrication of the victims.

We answered 5 fire calls, 1 bomb threat, and various other type calls.

These calls required a total of 52 miles driven in personal vehicles and a sum of 19½ man hours.

This concludes the report for February 1-14, 1976.

FEBRUARY 15-29, 1976

The Waldens Ridge Emergency Service responded to a total of 21 calls. Of these calls 10 were within the city limits of Signal Mountain, 7 were in areas of Hamilton County surrounding the mountain, and 4 were in other counties.

The squad treated 8 persons for injuries, had no D.O.A.'s, and located 5 missing persons.

We had 2 calls involving auto accidents.

We answered 10 fire calls, and various other type calls. The squad had 1 member injured while on a call.

These calls required a total of 472 miles driven in personal vehicles and a sum of 77 man hours.

This concludes the report for February 15-29, 1976.

MARCH 1-18, 1976

The Waldens Ridge Emergency Service responded to a total of 8 calls. Of these calls 2 were within the city limits of Signal Mountain, 6 were in areas of Hamilton County surrounding the mountain.

The squad treated 3 persons for injuries, performed CPR on 1 person, had 1 D.O.A.

We had 1 call involving an auto accident.

We answered 3 fire calls, and various other type calls. The work of the squad is directly responsible for saving one man's life during this period.

These calls required a total of 283 miles driven in personal vehicles and a sum of 34 man hours.

This concludes a total of all of the calls up until 03-18-76.

TRAINING OF MEMBERS

Basic Life Support - CPR.
- 2 American Heart Association Affiliate Faculty.
- 2 Instructor - Trainers.
- 2 Instructors.
- 10 CPR Basic Rescuers.

American Red Cross
- 2 Instructors Advanced First Aid and Emergency Care.
- 3 Multi-Media Trained.

Tennessee Vocational Division - Fire Service.
- 14 Basic Firefighting.

Tennessee Optometrical Society.
- 1 Emergency Removal of Contact Lens.

National Registry - Emergency Medical Technicians.
- 3 E.M.T.s.

TRAINING CONT.

Tennessee E.M.S. - Certified E.M.T.
6 E.M.T.s.
(1 - medical specialist - U.S. Army.)

Austin Powder Co.
2 Blasting Seminar.

Atlas Powder Co. - U.S.A.T.F. Div.
2 Explosives Seminar.

Extrication Training.
6 Basic Extrication.

Tennessee Association of Rescue Squads.
7 Rescue Seminar.

International Association of Arson Investigators.
4 Arson investigation seminar.

This concludes all of the activities of Waldens Ridge Emergency Service for the year of 1976 up until midnight of March 18, 1976.

Very truly yours,

Lt. Jim Hamilton

APRIL TERM 1976

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-8

TITLE A RESOLUTION TO APPROVE AN ATTACHED AND INCORPORATED AUTHORIZING RESOLUTION FOR THE PURPOSE OF ENABLING THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY TO SEEK FEDERAL FUNDS FOR PURPOSES HEREIN DESCRIBED AND TO AUTHORIZE THE COUNTY JUDGE TO PROVIDE PAYMENT THEREFOR.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the Board of Directors of the Chattanooga Area Regional Transportation Authority (CARTA), an entity in which Hamilton County participates, has determined to relocate its principal headquarters and central operational base, and toward the accomplishment of this relocation to seek federal grants; and

WHEREAS, the aforesaid seeking of federal grant moneys will require local participation, same for Hamilton County being $1,301.00, which sum may be paid from an unanticipated refund by CARTA to Hamilton County; and

WHEREAS, in order to provide for Hamilton County's share in the abovementioned federal grant solicitation an authorizing Resolution is attached hereto and incorporated herein by reference, said attached Resolution meant to include Hamilton County where the words "municipality", or "local communities", or "municipalities" appear therein, and same meant to include County Judge where the word "Treasurer" appears in the operative clause thereof.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That upon receipt from CARTA of a refund in the amount of $3,871.00 with respect to CARTA's operating expenses for the fiscal year ending June 30, 1975, the County Judge is hereby authorized to pay into the capital improvement fund of CARTA the sum of $1,301.00 to be held and used for capital improvement purposes pursuant to the cost sharing agreements between the governmental entities participating in CARTA dated January 28, 1973.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular Resolution has to do with a refund to CARTA, that CARTA did not expend all the funds allocated in the original grant and are now asking for a portion of that money back to use in capital improvements.)

RESOLUTION NO. ____

OF THE JUDGE AND COUNTY OF

HAMILTON

WHEREAS, the Board of Directors of the Chattanooga Area Regional Transportation Authority (hereinafter called "CARTA"), of which this municipality is a member, has determined that it is advisable to undertake to relocate its principal headquarters for its offices and the dispatch, care, repair, maintenance, service and storage of its vehicles and other property (hereinafter called the "CARTA Care Center"), to a location it has selected in the vicinity of Wilcox Boulevard and Sholar Avenue, Chattanooga, Tennessee, and to apply for grants in aid of this project from the Urban Mass Transit Administration of the Department of Transportation of the United States Government and from the Department of Transportation for the State of Tennessee; and

WHEREAS, such grants if approved will provide for eighty per cent (80%) of the cost of the project to be paid by the United States Government and ten per cent (10%) by the State of Tennessee and ten per cent (10%) by the local communities participating in CARTA; and

WHEREAS, the use for such ten per cent (10%) local share would virtually exhaust the remainder of the proceeds of the bond issue by the City of Chattanooga that was made, pursuant to cost sharing agreements between that City and the other municipalities participating in CARTA, primarily for the purpose of financing the purchase of the then existing private transit companies and new buses

and other equipment, and leave practically no reserve in CARTA's capital improvement fund for any cost overrun on this relocation project or for other capital improvements such as, but not limited to, necessary replacements and additions to CARTA's equipment from time to time; and

WHEREAS, CARTA has requested of its constituent municipalities that the sum of $100,000.00 be added to the reserve for capital improvements at this time for the foregoing reasons; and

WHEREAS, this municipality's share of such addition to said reserve, pursuant to the percentages specified in said cost sharing agreements would be $ 1,301.00 and CARTA is at this time returning to this municipality an unanticipated refund of $ 3,871.00 with respect to CARTA's operating costs for the fiscal year ending June 30, 1975, so that the payment of the amount requested to be added to such reserve will not require this municipality to raise or locate any additional funds, or increase its budget

NOW, THEREFORE, BE IT RESOLVED, by the Judge and Councilmen of the County of Hamilton, and it is hereby

RESOLVED, that upon receipt from CARTA of a refund in amount of $ 3,871.00 with respect to CARTA's operating expenses for the fiscal year ending June 30, 1975, the Treasurer of this municipality is hereby directed to pay into the capital improvement fund of CARTA the sum of $ 1,301.00 to be held and used for capital improvement purposes pursuant to the cost sharing agreements between the municipalities participating in CARTA dated January 28, 1973.

State of Tennessee
Hamilton County

APRIL 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-9

TITLE ACCEPTING THE QUOTATION FOR DECALS FOR SIGN BLANKS FROM MINNESOTA MINING AND MANUFACTURING CO. AMOUNTING TO $4213.04.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, A QUOTATION WAS RECEIVED FROM MINNESOTA MINING AND MANUFACTURING CO. FOR DECALS FOR SIGN BLANKS FOR THE SIGN SHOP.

WHEREAS, THE QUOTATION OF MINNESOTA MINING AND MANUFACTURING CO. FOR $4213.04 WAS THE ONLY SOURCE AND QUOTE RECIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IS SESSION ASSEMBLED: THAT THE QUOTATION OF MINNESOTA MINING AND MANUFACTURING CO. IS HEREBY ACCEPTED, SIAD QUOTE BEING THE ONLY SOURCE.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this was the lowest and best bid and that under the grant provisions this amount will be reimbursed by the State of Tennessee.)

State of Tennessee
Hamilton County

APRIL 7, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-10

TITLE ACCEPTING THE QUOTATION OF EXECUTONE OF CHATTANOOGA FOR A SPARE PARTS KIT FOR THE TELESENTRY SYSTEM FOR $7,846.65.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, A QUOTATION WAS RECEIVED FOR A SPARE PARTS KIT FOR THE TELESENTRY SYSTEM AT THE JUSTICE BUILDING.

WHEREAS, THE QUOTATION (ONLY SOURCE) OF EXECUTONE OF CHATTANOOGA WAS RECEIVED IN THE AMOUNT OF $7846.65.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNCIL, IN SESSION ASSEMBLED: THAT THE QUOTATION OF EXECUTONE OF CHATTANOOGA IS HEREBY ACCEPTED, SAID QUOTATION BEING THE ONLY SOURCE.

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

Member of the County Council

Action taken .....

ON MOTION of Councilman Fuller, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

APRIL TERM 1976

ORIGINAL COPY TO PURCHASING DEPARTMENT

REQUISITION FOR PURCHASE
Hamilton County, Tennessee

Department JUSTICE BUILDING

Requisition No.

Office

Date Issued March 26, 1976

Deliver to

Date Wanted

Via

TO THE COUNTY PURCHASING AGENT: Please purchase or supply as specified herein the following articles or services:

Item No	ASN No	Quantity	Unit	DESCRIPTION	Unit Price	PURCHASING DEPT. USE ONLY Amount	Order No.	Vendor
				Spare Parts Kit which include the following		7,846.65		
1		1	Ea.	Power Supply Board				
2		1	Ea.	A/D Converter Board				
3		1	Ea.	H & V Sync Driver Board				
4		1	Ea.	Memory #1 Board				
5		1	Ea.	Memory #2 Board				
6		1	Ea.	Video Buffer Board				
7		1	Ea.	Clock Board				
8		1	Ea.	Video Processor Board	All items from Executone of Chattanooga - Only Source			
9		1	Ea.	10" Monitor-External Sync				
10		1	Ea.	Camera-External Sync				
11		1	Ea.	8-Output Sync Distribution Box				
				Component Kit which include the following		752.00		
12		40	Ea.	Various Lamps				
13		5	Ea.	Various Fuses				
14		31	Ea.	Various Transistors				
15		10	Ea.	Various Diodes				
16		1	Ea.	SCR				
17		59	Ea.	Various Intergrated Circuits				
18		4	Ea.	3-Terminal Voltage Regulaters				
19		1	Ea.	Rectifier Pack				
20		5	Ea.	Vidicon Tubes				
21		10	Ea.	Reed Relays				

1 Purchasing Department's Copy

REQUISITIONED BY: Bill McGriff

APPROVED: H. E. Downey

(Name) (Title)

HCPS100-2.5m - 10/75

(Judge Moore stated that these are parts necessary for the maintenance of the cameras in the Justice Building. He said that they are motion-sensitive cameras and it is necessary to have spare parts available.)

State of Tennessee
Hamilton County

APRIL 7, 1976
DATE (MONTH, DAY, YEAR)

APRIL TERM 1976

RESOLUTION

NO. 476-11

TITLE ACCEPTING THE BID OF RIO GRANDE FENCE CO. FOR FENCING FOR THE 4TH STREET PARKING LOT AMOUNTING TO $1,549.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR A FENCE TO BE USED AT THE 4TH STREET PARKING LOT.

WHEREAS, THE BID OF RIO GRANDE FENCE CO. FOR $1,549.00 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF RIO GRANDE FENCE CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken

ON MOTION of Judge Moore, seconded by Councilman Fuller, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 26, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 6 FOOT CHAIN LINK FENCE FOR 4TH STREET PARKING LOT :

WITH 10 FT. TOP RAIL
780 L.F. - 6 FT. CHAIN LINK FENCE - #9 GAUGE
780 L.F. - TOP RAIL - MIN. 1 5/8" O.D.
4 EA. - END POSTS - MIN. 2 3/8" O.D. GALV.
5 EA. - CORNER POSTS - MIN 2 3/8" O.D. GALV.
72 EA. - IN LINE POSTS - MIN 2" O.D. GALV.

TO INCLUDE ALL BRACES AND FITTINGS

DATE: APRIL 5, 1976

TIME: 10:30 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

AMCO CHAIN[illegible]FENCE COMPANY
4327 Ringgold Road, Chattanooga, TN. 37412
Phone 622-3632

Name Hamilton County

Address

City

Job Location Materials only, Delivery not included

Height 72" Fabric Gauge 9ga.

780	Total Ft. Fabric	4.35	wt. per ft.		1.29	ft. =	$1,006.20
780	ft. Top Rail	1 5/8"	od	2.27	wt. per ft.	.68	ft. =	$ 530.40
72	Line Post	2" x 8'	od	2.27	wt. per ft.	8.40	ea. =	$ 604.80
	Barbwire Arn		size		angle		ea. =	
	Barbwire		ga		pt.		ft. =	
750	Tie Wire	9	ga.			.035	ea. =	$ 26.25
4	End Post	2½" x 8'	od	3.65	wt. per ft.	21.50	ea. =	$ 86.00
5	Corner Post	2½" x 8'	od	3.65	wt. per ft.	26.00	ea. =	$ 130.00
	Gate Post		od		wt. per ft.		ea. =	
	Gate Post		od		wt. per ft.		ea. =	
	Tie On's						ea. =	
	Walk Gate		size		Frame od.		ea. =	
	Walk Gate		size		Frame od.		ea. =	
	D. D. Gate		size		Frame od.		ea. =	
	D. D. Gate		size		Frame od.		ea. =	
	Tension Cable		ga.				per ft. =	
14	Corner Brace	1 5/8"	od.	2.27	wt. per ft.	9.50	ea. =	$ 133.00
	No. Hrs. Labor						per hr. =	
	ft. Labor						per ft. =	

Misc. Charge Dif

No. Hrs. Rate per hr. =

Sales Tax EXP.

Total $2,516.65

Estimate based on materials and labor listed above. Any change will be charged or reduced at price shown. Estimate does not include any clearing of fence line, any drilling for rock formation, or survey for property lines Rock clause prevails on all estimates.

Rate per hr. for drilling

All Post set in concrete footing

Line Post hole Dia. Depth

End & Corner Post hole Dia. Depth

Gate Post hole Dia. Depth

Estimated by M. L. Wear

Diagram

No. 00953

SOUTHEASTERN FARM SUPPLY, INC.
Distributors — Ph. 266-5111
P. O. Box 6563 — 627 E. Main St.
CHATTANOOGA, TENN. 37408

TO Hamilton County Jail
att. P.M. Richard
Chattanooga Tenn. - 37402

SUBJECT 6' Chain Link Fence Material
for 1M Short Parking Lot

DATE 3-29-76

Gentlemen - We submit a price for Materials
listed approximately 750 ft of wire, necessary
posts, braces - ends, tie wires, sleeves
sufficient to cover the amount of footage
requested - The price would be $1556.44

SIGNED

REPLY:
The Bond jail opens at 10:30 -
The material is in our warehouse.

SIGNED [illegible]
Southeastern Farm Co.

DATE 3-29-76

State of Tennessee
Hamilton County

April 7, 1976
DATE (MONTH, DAY, YEAR)

APRIL TERM 1976

RESOLUTION

NO. 476-12

TITLE A RESOLUTION TO ACCEPT THE BID OF THE MASSENGALE HOUSE WRECKING COMPANY, UPON CERTAIN TERMS AND CONDITIONS, FOR THE DEMOLITION OF THE OLD COUNTY JAIL IN THE AMOUNT OF $18,750.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, bids were received in response to public advertisement for the demolition of the Old County Jail; and

WHEREAS, stipulations included bonds and insurance satisfactory to the County Attorney, same meaning:

(1) Bonds: a performance bond not less than $100,000, or a cash bond of not less than $50,000; and

(2) Insurance: a policy providing liability insurance of not less than $300,000; and

WHEREAS, the lowest bid received has been deemed not to be the best bid because of noncompliance with the contract requirements on previous contracts with other governmental agencies and the respective defaults thereof resulting in unreasonable delays and additional unnecessary and unanticipated expenses to said other governmental agencies; and

WHEREAS, the lowest and best bid was submitted by the Massengale House Wrecking Co., same being in the amount of $18,750.00.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the bid of the Massengale House Wrecking Co. is hereby accepted, subject to the bond and insurance stipulations hereinabove and other stipulations included, in the amount of $18,750.00, same to be paid out of the County General Fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular bid is the lowest and best, that the lowest bidder experienced difficulty with performance on similar contracts.)

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 26, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: DEMOLITION OF THE OLD COUNTY JAIL, WALNUT ST.

THE SITE TO BE LEFT CLEAR AND FREE FROM ALL BUILDING MATERIALS AND RUBBLE.

CONTRACTOR WILL FURNISH BONDS AND INSURANCE SATISFACTORY TO THE COUNTY ATTORNEY.

DATE: APRIL 5, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

hm

PKR/HM

PHONE US FOR QUICK SERVICE PHONE 624-8688

Massengale House Wrecking Co.

Used Lumber, Brick, Doors, Windows and Plumbing

We Buy and Sell Used Building Material

2016 WILCOX BLVD. CHATTANOOGA, TENNESSEE 37406

April 5, 1976

Paul Richards
Hamilton County
Purchasing Dept.

Massengale House Wrecking Company, Inc. will demolish the old county jail for the sum of $16,750.00.

Signed:

James C. Massengale, Sr.

James C. Massengale, Sr.

FISHER HOUSE WRECKING CO.
816 DODSON AVENUE
CHATTANOOGA, TENNESSEE 37406

Mr. P.K. Richard
Purchasing Department
Hamilton County, Tennessee
Chattanooga, Tennessee 37402

Dear Sir:

I will demolish Old County Jail on Walnut Street leaving the site clear and free from all building material and rubble for the sum of $19,450.00.

I will furnish W. C. and Public Liability Insurance.

Yours very truly,

J. C. Fisher

J. C. Fisher

BID FOR DEMOLITION AND SITE CLEARANCE

Hamilton County Purchasing Agent
1110 Dayton Boulevard
Chattanooga, Tennessee

Gentlemen:

The undersigned, having familiarized himself with the existing conditions of the Project Area affecting the cost of the work and with the General Conditions, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services including utility, transportation and security services and to perform and complete all work required for the Demolition and Site Clearance of the Old County Jail on Walnut Street, for the sum of thirty five thousand dollars ($35,000.00) in addition to and above the value of such salvage materials specified to become the property of the Bidder.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the opening thereof, the undersigned agrees to execute and deliver an Agreement in the perscribed form within ten (10) days after the agreement is presented to him for signature. The Bidder agrees to complete the work within _____ days after the Agreement is accepted by the owner.

JORDAN ENTERPRISES
Name of Bidder

By [signature]

880 So. Court St.
MONTGOMERY, AL 36104

Title OWNER

Dated at MONTGOMERY ALABAMA this 5TH day of APRIL 1976.

Tenn Genl Contrs Lic No. 14579

Chatt Tenn
April 5, 1976

For consideration of the all of Hamilton
Co. Walnut St

Estimate amount of bid $14,000

[illegible] Lucas

[illegible] Housewrecking Co
2730 Cannon St
Chatt. Tenn

By Nikki [illegible]

BURKE WRECKS ANOTHER ONE INC
1136 LEBANON ROAD
NASHVILLE, TENNESSEE 37210

April 5, 1976

To: Hamilton County, Tennessee
Don Moore, Judge

Subject: Demolition of the old County Jail
Walnut Street
Chattanooga, Tennessee

We propose to do the above captioned work for the sum of (56,625.00) FIFTY-SIX THOUSAND, SIX HUNDRED TWENTY-FIVE & 00/100 DOLLARS and what material we can salvage.

Enclosed is our bid bond in the amount of 5% of the amount bid. Also a certificate of our standard insurance is enclosed and additional coverage can be provided at cost.

Yours truly,

BURKE WRECKS ANOTHER ONE, Inc.

Charles M Burke

Charles M. Burke, Sec-Treas.

State of Tennessee
Hamilton County

APRIL 7, 1976
DATE (MONTH, DAY, YEAR)

APRIL TERM 1976

RESOLUTION

NO. 476-13

TITLE ACCEPTING THE BID OF CRESWELL INDUSTRIAL SUPPLY CO. FOR TOILET TISSUE TO BE STORED IN THE COUNTY STOCKROOM, AMOUNTING TO $15.50 PER CASE, TOTALING $4,650.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR 300 CASES OF TOILET TISSUE FOR THE STOCKROOM.

WHEREAS, THE BID OF CRESWELL INDUSTRIAL SUPPLY CO. FOR $15.50 PER CASE WAS CONSIDERED TO BE LOWEST AND BEST BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNTY, IN SESSION ASSEMBLED: THAT THE BID OF CRESWELL INDUSTRIAL SUPPLY CO. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken .....
(Adopted)

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this is the lowest and best bid.)

APRIL TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 26, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 300 CASES - TOILET TISSUE
1,000 SHEET ROLLS
1-PLY
UNWRAPPED

SAMPLE TO BE FURNISHED

DATE: APRIL 5, 1976

TIME: 11:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD., CHATTANOOGA, TENNESSEE 37405.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

DATE OF DELIVERY TO BE STATED IN BID, AND WILL BE ONE OF THE DETERMINING FACTORS IN AWARDING OF BID.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

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APRIL TERM 1976

CRESWELL INDUSTRIAL SUPPLY, INC.
6125 AIRWAYS BLVD. — P.O. BOX 21543
PHONE (615) 894-4117 — CHATTANOOGA, TENN. 37421

We are pleased to submit our

QUOTATION

as follows:

[illegible] Hamilton County Purchasing Dept.
1110 Dayton Blvd.
Chattanooga, Tenn. 37405

[illegible] Board

[illegible] Toilet Tissue

3-[illegible]	Delivery	TERMS Net 30	

[illegible]	QUANTITY	DESCRIPTION	UNIT PRICE	SHIPMENT
	300 cs	Toilet Tissue - 1,000 Sheet Rolls 1-Ply, Unwrapped	15.50 cs	

Prices [illegible] will remain in effect for thirty days from date of quotation.
NO [illegible] as quoted herein do not include Federal, State or Local Sales Privilege [illegible]
Use [illegible] similar kinds of taxes. All agreements made contingent upon strikes, fire [illegible] or other causes beyond our control.

BY Charlie McLaughlin

APRIL TERM 1976

Document not legible for filming

consolidated
central
supply

April 1, 1976

Mr. P.K. Richard
Director of Purchasing
Hamilton County
1110 Dayton Blvd.
Chattanooga, Tn. 37405

Dear Mr. Richard:

We are pleased to quote on the following:

300 cases Ft. Howard #145 Toilet Paper @ $19.95 each

BID TOTAL. $5,985.00

Prices quoted are NET/fob delivered Chattanooga in one shipment to one destination. Delivery can be made within 14-30 days.

Thank you for the opportunity to quote

Sincerely,

CONSOLIDATED CENTRAL SUPPLY

J.F. Crowell, Jr.

JFCjr:c

Enclosure: Sample: Ft. Howard #145 Toilet Tissue

Post Office Box 40704, Nashville, Tennessee 37204 (615) 254-6525

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 26, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: 300 CASES - TOILET TISSUE
1,000 SHEET ROLLS
1-PLY
UNWRAPPED

NO BID

SAMPLE TO BE FURNISHED

DATE: APRIL 5, 1976

TIME: 11:00 A.M.

OFFICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD., CHATTANOOGA, TENNESSEE 37405.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

DATE OF DELIVERY TO BE STATED IN BID, AND WILL BE ONE OF THE DETERMINING FACTORS IN AWARDING OF BID.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

Southern Products Co., Inc.

PKR/HM

Don Evans

Don Evans

4/2/76

APRIL TERM 1976

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GRAHAM PAPER COMPANY

1919 ROSSVILLE AVENUE
POST OFFICE BOX 6096
CHATTANOOGA, TENN. 37408
TELEPHONE 615/267-5601

CHARLES C. BERGMANS
MANAGER

April 1, 1976

P.K. Richard
Purchasing Dept.
Hamilton County
Chattanooga, Tn. 37402

Dear Sir:

We are pleased to quote on and furnish a sample of the following product.

300 ms Toilet Tissue---1 M sheet--1 ply
wrapped Nibroc Tissue,. Mfg. by Brown Paper Co.
18.90 Cs.

The above tissue price is F.O.B. Chattanooga. Terms
1%--10-N-30

Thank you for this opportunity to quote on this bid.

Yours truly,

Cecil Gilliland

Cecil Gilliland

Document Not Legible for Film

APRIL TERM 1976

CHATTANOOGA PAPER & WOODENWARE CO.

WHOLESALE

PAPER · PAPER BAGS · TWINE · WOODENWARE · ETC.

CORNER MAIN AND
WILLIAMS STREETS
ZIP 37408

CHATTANOOGA, TENNESSEE

PHONE: 266-2156
P. O. BOX 750
CHATTANOOGA, TN 37401

April 5, 1976

[illegible]
[illegible]
[illegible]
[illegible], Tennessee

[illegible]:

[illegible] quote on the following:

[illegible] Cases Toilet Tissue, White & Colors $18.59 Case
1,000 Sheet Rolls
1 - Ply
Unwrapped
96 rolls per case (Sample Enclosed)

Terms: Net 15 Days

Delivery of 100 cases can be made at once from stock; balance in approximately 30 - 60 days.

Very truly yours,

CHATTANOOGA PAPER & WOODENWARE CO.

W. H. Taff

WHT:pmc

APRIL TERM 1976

FC-1504 (Rev. 9/74)

QUOTATION from

Nationwide Papers
Division of Champion International

G-76-5

Hamilton County Government
Purchasing Department
1110 Dayton Blvd.
Chattanooga, TN

DATE 4-1-76

Complying with your request of _____, we are pleased to submit our quotation on the following items. If prices are indicated as "firm," order must be received by us within 5 days from date, unless otherwise indicated.

QUANTITY	DESCRIPTION	PRICE	UNIT
300 Cases	#145 Fort Howard Tissue 1,000 Sheet - One Ply	$19.60	Cs.

Bid Opening - Monday, April 5th, 11:00 a.m.

ABOVE PRICES ARE SUBJECT TO ADJUSTMENT TO THE PRICES PREVAILING AT TIME OF SHIPMENT, UNLESS OTHERWISE SPECIFIED

CASH DISCOUNT TERMS 1% 10th Prox.
F.O.B. POINT Your Warehouse
FREIGHT TERMS
ESTIMATED DELIVERY
SAMPLE

GRAIN DIRECTION
TRIMMING
PACKING
SHIPPING WEIGHT
LABELING

Location NATIONWIDE PAPERS CHATTANOOGA, TN

By Gene Holder
Gene Holder

THE ABOVE QUOTATION IS SUBJECT TO THE CONDITIONS APPEARING ON THE REVERSE SIDE

APRIL TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

MARCH 26, 1976

INVITATION TO BID - HAMILTON COUNTY

T: 300 CASES - TOILET TISSUE
1,000 SHEET ROLLS @ 2025 case - $607500
1-PLY
UNWRAPPED 96 Rolls to Case # 1467 Howard

SAMPLE TO BE FURNISHED Less 2% - 15 Days

APRIL 5, 1976

11:00 A.M.

ICE: SEALED BIDS WILL BE RECEIVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD., CHATTANOOGA, TENNESSEE 37405.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

DATE OF DELIVERY TO BE STATED IN BID, AND WILL BE ONE OF THE DETERMINING FACTORS IN AWARDING OF BID.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

Jacobs wholesale Paper Co
G. S. Taylor

APRIL TERM 1976

QUOTATION FROM

Clements Paper
a Mead Company

- [ ] P.O. Box 7069 So. Sta., Nashville, Tenn. 37210
- [ ] P.O. Box 16928 Whitehaven Br., Memphis, Tenn. 38116
- [ ] P.O. Box 10921, Birmingham, Ala. 35202
- [x] P.O. Box 469, Chattanooga, Tenn. 37401
- [ ] P.O. Box 3588, Knoxville, Tenn. 37917

TO:

Hamilton County, Tennessee
Don Moore, Judge
Chattanooga, Tennessee 07402

DATE April 2, 1976

SALESMAN Bill Clark

ATTN: Mr. P. K. Richard

REF.:

DESCRIPTION	SIZE	QUANTITY	PRICE
#145 Fort Howard Miltex - 1 ply Plain White Wrapper 1,000 shts. per roll 96 rls per ctn.	4½ x 4½"	300 cases	$18.85/cs.

ALL QUOTATIONS MADE ARE FOR IMMEDIATE ACCEPTANCE BY RETURN MAIL, WIRE OR PHONE, AND ARE SUBJECT TO CHANGE IN PRICE WITHOUT FURTHER NOTICE.
ALL ORDERS TAKEN SUBJECT TO STRIKES OR DELAYS BEYOND OUR CONTROL.
PRICE PREVAILING AT TIME OF SHIPMENT

TERMS 1% - 30 days

F.O.B. Delivered

DEL. 4 wks from receipt of order

CLEMENTS PAPER CO.

Bill Clark

APRIL TERM 1976

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the records of the various fee offices be accepted, treat same as read, approved, and filed and made a matter of record.. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

W. R. (BILL) NOBLES, TRUSTEE
HAMILTON COUNTY, TENNESSEE
ROOM 110 COURT HOUSE
CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF MAY 196 1975

DEPARTMENT Trustee's Office

OPENING BALANCE	27,170	81
TAX-LEVY 2% COMMISION	3,083	67
DO 1% "	20,624	06
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	50,878	54
WARRANTS PAID — DETAIL ON BACK —	8,914	57
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	8,914	57
NET CLOSING BALANCE	41,963	97

I hereby certify that the foregoing is a true report for the above stated Department for the Month of May, 1975.

Sworn to before me
This 10 day of June, 1975

Notary Public

W. R. Nobles

W. R. Nobles, Trustee, Hamilton County, Tennessee

RECEIPTS DETAIL		
W. R. NOBLES	1,758	34
KATHERINE HOLLAND	1,210	00
MARY ELDRIDGE	880	00
DOROTHY SMITH	770	00
DISBURSEMENTS DETAIL		
HELEN DEVORE	770	00
SYBIL SMITH	770	00
ELNORA ANDERSON	585	00
LENORA WOLFE	525	00
ORA WOODS	525	00
LYNN KINARD	525	00
FORREST CATE	178	23
FOUNTAIN SQUARE	79	52
HAMILTON BANK-SAFETY DEPOSIT	38	00
EXPENSES TO GATLINBURG	63	00
KIPLINGER WASHINGTON LETTER	23	00
WELLS-FARGO	34	25
CAR INSURANCE	180	23
	8,914	57

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF June 1975

DEPARTMENT TRUSTEE'S OFFICE

OPENING BALANCE	41,963	97
TAX-LEVY 2% Int.	3,794	00
DO 1% Int.	39,483	98
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	85,241	95
WARRANTS PAID — DETAIL ON BACK —	8,785	69
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	8,785	69
NET CLOSING BALANCE	76,456	26

I hereby certify that the foregoing is a true report for the above stated Department for the Month of June, 196.

Sworn to before me
This 29th day of July, 1975

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

Katherine F. Dillard
Notary Public My Commission Expires July 3, 1977

①

RECEIPTS DETAIL		
W. R. Nobles	1,758	34
Katherine Holland	1,210	00
Mary Eldridge	880	00
Dorothy Smith	770	00
Helen DeVore	770	00
Sybil Smith	770	00
Elnora Anderson	585	00
DISBURSEMENTS DETAIL		
Lenore Wolfe	525	00
Ora Lee Wood	525	00
Lynn Kinard	525	00
Fountain Square Gulf	45	42
Trustee's Meeting - Gatlinburg	86	18
" " "	64	52
Forrest Cate Ford	178	23
New York Expenses	93	00
TOTAL	$8,785	69

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF July 1967 75

DEPARTMENT TRUSTEE'S OFFICE

OPENING BALANCE	76,456	26
TAX-LEVY 2% Commission	3,802	47
DO 1% Commission	17,454	79
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	97,713	52
WARRANTS PAID — DETAIL ON BACK —	10,094	71
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	10,094	71
NET CLOSING BALANCE	87,618	81

I hereby certify that the foregoing is a true report for the above stated Department for the Month of July, 1967 75.

Sworn to before me
This 8th day of August, 1967 75

Kathryn V. Bellard
Notary Public

My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

①

RECEIPTS DETAIL		
W. R. Nobles	1,758	34
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy E Smith	824	00
DISBURSEMENTS DETAIL		
Helen DeVore	824	00
Sybil Smith	824	00
Helen Price	337	50
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Lee Wood	605	00
Lenore Wolfe	562	00
Tenn. Valley Travel Agency	145	10
Fountain Square Gulf	42	78
Forrest Cate Ford	178	23
Attorneys Fee	300	00
Clerk and Master	29	50
Bankamericard - N.Y. Bond Trip	159	26
TOTAL	10,094	71

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF August 1967 75

DEPARTMENT TRUSTEE'S OFFICE

OPENING BALANCE	87,618	81
TAX-LEVY 2% Commission	4,712	43
DO 1% Commission	18,354	40
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	110,685	64
WARRANTS PAID — DETAIL ON BACK —	9,872	10
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	9,872	10
NET CLOSING BALANCE	100,813	54

I hereby certify that the foregoing is a true report for the above stated Department for the Month of August, 1967 75.

Sworn to before me
This 9th day of September, 1967 75

Katherine V. Sheard
Notary Public

My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

RECEIPTS DETAIL		
W. R. Nobles	1,758	34
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
DISBURSEMENTS DETAIL		
Helen DeVore	824	00
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Wood	605	00
Lenore Wolfe	562	00
Forrest Cate Ford	178	23
Fountain Square Gulf	51	73
Master Charge - New York	64	80
	9,872	10

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF September 1975

DEPARTMENT Trustee's Office

OPENING BALANCE	100,813	54
TAX-LEVY 2%	1,100	97
DO 1%	21,496	26
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	123,410	77
WARRANTS PAID — DETAIL ON BACK —	111,422	17
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	111,422	17
NET CLOSING BALANCE	11,988	60

I hereby certify that the foregoing is a true report for the above stated Department for the Month of September, 1975.

Sworn to before me
This 8th day of October, 1975

Kathryne V. Hellard
Notary Public

My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

My Commission Expires July 3, 1977

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
DISBURSEMENTS DETAIL		
Helen DeVore	824	00
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Woods	605	00
Lanore Wolfe	562	00
Pam Robertson	267	50
Sue Reed	267	50
Excess Fees	100,813	54
Colt Chemical Co.	89	88
Forrest Cate	178	23
Trustee's Association	18	00
Travel Expense	16	77
	111,422	17

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF October 1975

DEPARTMENT TRUSTEE'S OFFICE

OPENING BALANCE	11,988	60
TAX-LEVY 2% Commission	31,428	36
DO 1% Commission	42,467	77
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	85,884	73
WARRANTS PAID — DETAIL ON BACK —	11,438	58
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	11,438	58
NET CLOSING BALANCE	74,446	15

I hereby certify that the foregoing is a true report for the above stated Department for the Month of October, 1975.

Sworn to before me
This 7th day of November, 1975

Kathrine V. Bellard
Notary Public

My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00

DISBURSEMENTS DETAIL		
Helen DeVore	824	00
Sybil Smith	824	00
~~Helen Price~~	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Woods	605	00
Lenore Wolfe	562	00
Pam Robertson	535	00
Sue Reed	535	00
Hontas Brown	319	50
Fountain Square Gulf	100	10
Forrest Cate Ford	178	23
TOTAL	11,438	58

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF November 196 75

DEPARTMENT Trustee's Office

OPENING BALANCE	74,446	15
TAX-LEVY 2% Commission	31,989	37
DO 1% Commission	27,301	35
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	133,736	87
WARRANTS PAID — DETAIL ON BACK —	11,844	61
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	11,844	61
NET CLOSING BALANCE	121,892	26

I hereby certify that the foregoing is a true report for the above stated Department for the Month of November, 1975.

Sworn to before me
This 5th day of December, 1975

Marjorie V. Leland
Notary Public

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

My Commission Expires July 3, 1977

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
DISBURSEMENTS DETAIL		
Helen DeVore	824	00
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Woods	605	00
Lenora Wolfe	562	00
Pam Roberson	535	00
Sue Reed	535	00
Hontas Brown	535	00
Fountain Square Gulf	38	25
Forrest Cate Ford	178	23
State Farm Insurance	177	38
Truestee's Assoc. Dues	75	00
	11,844	61

W. R. (BILL) NOBLES, TRUSTEE
HAMILTON COUNTY, TENNESSEE
ROOM 110 COURT HOUSE
CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF December 1967 75

DEPARTMENT TRUSTEE'S OFFICE

OPENING BALANCE		121,892	26
TAX-LEVY	2% Commission	138,607	49
DO	1% Commission	31,944	65
DO			
DO			
DO			
DO			
DO			
DO			
GENERAL RECEIPTS DETAIL ON BACK			
TOTAL — CREDITS		292,444	40
WARRANTS PAID — DETAIL ON BACK —		11,615	48
2% COMMISSION ON TAX COLLECTIONS			
1% COMMISSION ON GENERAL RECEIPTS			
MISC. — DEBITS —			
TOTAL DEBITS		11,615	48
NET CLOSING BALANCE		280,828	.92
Trustee's Investment Fund		100,000	00

I hereby certify that the foregoing is a true report for the above stated Department for the Month of December, 1967.

Sworn to before me
This 3rd day of January, 1968

Notary Public

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

My Commission Expires July 3, 1977

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
Helen DeVore	824	00
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
DISBURSEMENTS DETAIL		
Lynn Kinard	562	00
Ora Lee Woods	605	00
Lenora Wolfe	562	00
Pam Robertson	535	00
Sue Reed	535	00
Hontas Brown	535	00
Certificate of Deposit	100,000	00
Wells Fargo	6	25
Forrest Gate Ford	178	23
Fountain Square Gulf	55	25
	111,615	48

W. R. (BILL) NOBLES, TRUSTEE

HAMILTON COUNTY, TENNESSEE

ROOM 110 COURT HOUSE

CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF January 1976

DEPARTMENT Trustee's Office

OPENING BALANCE	180,828	91
TAX-LEVY 2% Commission	32,002	76
DO 1% Commission	31,094	07
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	243,925	74
WARRANTS PAID — DETAIL ON BACK —	179,319	08
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	179,319	08
NET CLOSING BALANCE	64,606	66
Trustee's Investment Fund	265,000	00

I hereby certify that the foregoing is a true report for the above stated Department for the Month of January, 1976.

Sworn to before me
This 6th day of February, 1976

Kathryn Y. Sherrard
Notary Public

My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
Helen DeVore	824	00

DISBURSEMENTS DETAIL		
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Lee Woods	605	00
Lenore Wolfe	562	00
Pam Robertson	535	00
Sue Reed	535	00
Hontas Brown	535	00
U.S. Post Office	13	00
Certificate of Deposit	165,000	00
Fountain Square Gulf	59	61
Forrest Cate Ford	190	42
Times Printing Co.	45	00
News Free-Press	37	80
Chamber of Commerce	60	00
Professional Services	2,537	50
TOTAL	179,319	08

W. R. (BILL) NOBLES, TRUSTEE
HAMILTON COUNTY, TENNESSEE
ROOM 110 COURT HOUSE
CHATTANOOGA, TENNESSEE 37402

REPORT FOR MONTH OF February 1976

DEPARTMENT Trustee's Office

OPENING BALANCE	64,606	66
TAX-LEVY 2% Commission	292,841	22
DO 1% Commission	34,787	07
DO		
DO		
DO		
DO		
DO		
DO		
GENERAL RECEIPTS DETAIL ON BACK		
TOTAL — CREDITS	392,234	95
WARRANTS PAID — DETAIL ON BACK —	61,778	88
2% COMMISSION ON TAX COLLECTIONS		
1% COMMISSION ON GENERAL RECEIPTS		
MISC. — DEBITS —		
TOTAL DEBITS	61,778	88
NET CLOSING BALANCE	330,456	07
Trustee's Investment Fund	315,000	00

I hereby certify that the foregoing is a true report for the above stated Department for the Month of February, 1976.

Sworn to before me
This 15th day of March, 1976

Katherine V. Hearon
Notary Public My Commission Expires July 3, 1977

W. R. Nobles
W. R. Nobles, Trustee, Hamilton County, Tennessee

①

RECEIPTS DETAIL		
W. R. Nobles	1,951	75
Katherine Holland	1,375	00
Mary Eldridge	942	00
Dorothy Smith	824	00
Helen DeVore	824	00

DISBURSEMENTS DETAIL		
Sybil Smith	824	00
Helen Price	675	00
Elnora Anderson	626	00
Lynn Kinard	562	00
Ora Woods	605	00
Lenore Wolfe	562	00
Pam Robertson	535	00
Sue Reed	535	00
Hontas Brown	535	00
Certificate of Deposit	50,000	00
Universal Tire Co.	8	00
Wells Fargo	25	00
Forrest Cate Ford	190	42
Fountain Square Gulf	42	51
Travel Expense - Nashville	137	20
	61,778	88

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
June 5, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: May 1, 1975 THRU: May 31, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of May 1, 1975	$ 28,406.99	$ None
Receipts for May, 1975	2,124.41	5,070.38
Excess Fees from Court of General Sessions	1,955.51	
TOTALS:	$ 32,486.91	$ 5,070.38
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,758.33	
Leon Haley, Jr.	1,250.00	
Edna M. Camp	950.00	
Sara M. Caperton	753.00	
Gifford L. Fuller	786.00	
Gerald S. Brown	753.00	
Patricia Schmitt	753.00	
Norma Schievelhud	740.00	
Robert T. Brown	818.30	
Kathy B. Agan	725.00	
Jean A. Lovingood	600.00	
Janice W. Jones	550.00	
Charles H. Sutherland		1,050.00
Charles H. McArthur		819.00
Floyd E. Wiggins		721.00
Daniel Seebeck		721.00
William L. Knowlen		721.00
G. Frank Coulter		721.00
Other:		
Partial payment to Ham. County of Clerk's Excess ~~Fees as of 4/1/75~~	10,000.00	
TOTALS:	$ 20,436.63	$ 4,753.00
BALANCE OF FEES AS OF May 31, 1975	$ 12,050.28	$ 317.38

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from May 1, 1975 through May 31, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 5th day of June 1975
Edna Camp Notary Public

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
July 16, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: June 1, 1975 THRU: June 30, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of June 1, 1975	$ 12,050.28	$ None
Receipts for June, 1975	47,432.14	5,997.37
Excess Fees from Court of General Sessions	317.38	
TOTALS:	$ 57,799.80	$ 5,997.37

DISBURSEMENTS:

Salaries:		
Clyde M. Sanders, Clerk	$ 1,758.33	
Leon Haley, Jr.	1,250.00	
Edna M. Camp	950.00	
Sara M. Caperton	753.00	
Gifford L. Fuller	786.00	
Gerald S. Brown	753.00	
Patricia Schmitt	753.00	
Norma Schievelhud	740.00	
Robert T. Brown	811.50	
Kathy B. Agan	725.00	
Jean A. Lovingood	600.00	
Janice W. Jones	550.00	
Charles H. Sutherland		1,050.00
Charles H. McArthur		819.00
Floyd E. Wiggins		721.00
Daniel Seebeck		721.00
William L. Knowlen		721.00
G. Frank Coulter		721.00
Other:		
TOTALS:	$ 10,429.83	$ 4,753.00
BALANCE OF FEES AS OF June 30, 1975	$ 49,369.97	$ 1,244.37

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from June 1, 1975 through June 30, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 16th day of July 1975

Edna Camp Notary Public
My commission expires: 9-3-77

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
August 11, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: July 1, 1975 THRU: July 31, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of July 1, 1975	$ 49,369.97	$ None
Receipts for July, 1975	16,781.62	5,167.85
Excess Fees from Court of General Sessions	1,244.37	
TOTALS:	$ 67,395.96	$ 5,167.85
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,758.33	
Leon Haley, jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Schievelhud	835.04	
Robert T. Brown	844.40	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Chas. H. Sutherland		1,123.50
Chas. H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seebeck		771.45
William L. Knowlen		771.45
G. Frank Coulter		771.45
Other:		
Hamilton CountypPayment of balance of excess fees on hand April 1, 1975	10,008.90	
Clerk's Travel Expense	64.45	
Dietzen & Dietzen, Attys. Representing Clerk on salary petition.	300.00	
TOTALS:	$ 21,451.92	$ 5,085.65
BALANCE OF FEES AS OF July 31, 1975	$ 45,944.04	$ 82.20

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from July 1, 1975 through July 31, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 11th day of AUGUST 1975
Notary Public

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
September 10, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: August 1, 1975 THRU: August 31, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of Aug. 1, 1975	$ 45,944.04	$ None
Receipts for Aug.1975	1,365.10	5,455.45
Excess Fees from Court of General Sessions	82.20	
TOTALS:	$ 47,391.43	$ 5,455.45
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,758.33	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Schievelhud	791.80	
Robert T. Brown	841.00	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seebeck		771.45
William L. Knowlen		771.45
G. Frank Coulter		771.45
Other:		
J.Ernest Taylor Ins.Agy. Blanket Bond for Employes ~~Premium 9/75 to 9/76~~	288.00	
Clerk's Membership dues in Int.Assoc.Clerks and Recorders 1975-76	10.00	
TOTALS:	$ 11,329.93	$ 5,085.65
BALANCE OF FEES AS OF Aug. 31, 1975	$ 36,061.50	$ 369.80

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from August 1, 1975 through August 31, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me this 10th day of September, 1975

Edna Camp Notary Public
My commission expires: 7-3-77

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
October 6, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: September 1, 1975 THRU: September 30, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of Sept. 1, 1975	$ 36,061.50	$ None
Receipts for Sept. 1975	2,270.97	7,000.20
Excess Fees from Court of General Sessions	369.80	
TOTALS:	$ 38,702.27	$ 7,000.20
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	828.39	
Gifford L. Fuller	841.00	
Patricia Schmitt	805.70	
Gerald S. Brown	805.70	
Norma Schievelhud	791.80	
Robert T. Brown	841.00	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seebeck		771.45
William L. Knowlen		771.45
G. Frank Coulter		771.45
Other:		
Hamilton County-Payment of Clerk's Excess Fees ~~(partial) as of 9/1/75~~	10,000.00	
TOTALS:	$ 21,248.04	$ 5,085.65
BALANCE OF FEES AS OF Sept. 30, 1975	$ 17,454.23	$ 1,914.55

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from September 1, 1975 through September 30, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 6th day of October, 1975
Notary Public

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
November 13, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: October 1, 1975 THRU: October 31, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of Oct. 1, 1975	$ 17,454.23	$ None
Receipts for Oct. 1975	14,036.64	6,478.12
Excess Fees from Court of General Sessions	1,914.55	
TOTALS:	$ 33,405.42	$ 6,478.12

DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Lee Frantz	791.80	
Robert T. Brown	1,024.57	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Mary Gwenneth Harris	300.00	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seebeck		771.45
William L. Knowlen		771.45
Frank Coulter		771.45
Other:		
TOTALS:	$ 11,708.92	$ 5,085.65
BALANCE OF FEES AS OF Oct. 31, 1975	$ 21,696.50	$ 1,392.47

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from October 1, 1975 through October 31, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 13th day of November, 19 75

Irene Camp Notary Public
My commission expires: 7-3-77

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
December 8, 1975

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: November 1, 1975 THRU: November 30, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of Nov. 1, 1975	$ 21,696.50	$ None
Receipts for Nov. 1975	44,445.64	6,862.94
Excess Fees from Court of General Sessions	1,392.47	
TOTALS:	$ 67,534.61	$ 6,862.94
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma L. Frantz	791.80	
Robert T. Brown	841.00	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Mary Gwen Harris	600.00	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
J. Daniel Seebeck		771.45
William L. Knowlen		771.45
G. Frank Coulter		771.45
Other:		
Clerk's Travel Expense	224.55	
TOTALS:	$ 12,049.90	$ 5,085.65
BALANCE OF FEES AS OF Nov. 30, 1975	$ 55,484.71	$ 1,777.29

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from November 1, 1975 through November 30, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 8 day of December 1975
Notary Public

-694-A

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
January 14, 1976

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: December 1, 1975 THRU: December 31, 1975

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of Dec. 1, 1975	$ 55,484.71	$ None
Receipts for Dec. 1975	23,014.34	6,815.42
Excess Fees from Court of General Sessions	1,777.29	
TOTALS:	$ 80,276.34	$ 6,815.42
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Lee Frantz	791.80	
Robert T. Brown	841.00	
Kathy B. Agan	775.75	
Jean A. Lovingood	664.45	
Janice W. Jones	588.50	
Mary Gwenneth Harris	600.00	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
J. Daniel Seebeck		771.45
William L. Knowlen		771.45
G. Frank Coulter		771.45
Other:		
Payment to Hamilton Co. Clerk's Excess Fees	20,000.00	
Clerk's 1976 Dues in ~~Adm. Mngmnt. Society~~	60.00	
Clerk's Travel Expense	88.65	
TOTALS:	$ 31,974.00	$ 5,085.65
BALANCE OF FEES AS OF Dec. 31, 1975	$ 48,302.34	$ 1,729.77

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from December 1, 1975 through December 31, 1975.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 1[illegible] day of January 197[illegible]

Edna Camp Notary Public

My commission expires [illegible]

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
March 30, 1976

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: January 1, 1976 THRU: January 31, 1976

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of January 1, 1976	$ 48,302.34	$ None
Receipts for Jan. 1976	17,125.28	6,801.66
Excess Fees from Court of General Sessions	1,729.77	
TOTALS:	$ 67,157.39	$ 6,801.66
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Lee Frantz	791.80	
Robert T. Brown	1,104.55	
Kathy B. Agan	775.75	
Jean M. Hester	664.45	
Janice W. Jones	588.50	
Mary Gernneth Harris	600.00	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seeheck		771.45
William L. Knowlen		1771.45
Frank Coulter		771.45
Wallace Jones		600.00
Other:		
Payment to County of Clerks Excess Fees	6,061.50	
Printing Check Book	9.14	9.51
Refund of Overcharge		8.00
TOTALS:	$ 18,159.54	$ 5,703.16
BALANCE OF FEES AS OF Jan. 31, 1976	$ 48,997.85	$ 1,098.50

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from January 1, 1976 through January 31, 1976.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 30th day of March, 19 76

Notary Public

OFFICE OF CRIMINAL COURT CLERK
HAMILTON COUNTY
CLYDE M. SANDERS, CLERK
March 31, 1976

TO: HONORABLE DON MOORE, JR., COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF THE CRIMINAL COURT CLERK AND OFFICE OF CLERK OF THE COURT OF GENERAL SESSIONS, CRIMINAL DIVISION:

FROM: February 1, 1976 THRU: February 29, 1976

Reference is made to the cash receipts in the records of both offices, which show in detail each item of collection and the same are hereby made a part of this report.

RECEIPTS:	CRIMINAL COURT	SESSIONS COURT
Balance of Fees on hand as of February 1, 1976	$ 48,997.85	$ None
Receipts for Feb.1976	14,650.05	5,780.83
Excess Fees from Court of General Sessions	1,098.50	
TOTALS:	$ 64,746.40	$ 5,780.83
DISBURSEMENTS:		
Salaries:		
Clyde M. Sanders, Clerk	$ 1,951.75	
Leon Haley, Jr.	1,337.50	
Edna M. Camp	1,016.50	
Sara M. Caperton	805.70	
Gifford L. Fuller	841.00	
Gerald S. Brown	805.70	
Patricia Schmitt	805.70	
Norma Lee Frantz	791.80	
Robert T. Brown	841.00	
Kathy B. Agan	775.75	
Jean M Hester	664.45	
Mary Gwenneth Harris	600.00	
Janice W. Jones	588.50	
Charles H. Sutherland		1,123.50
Charles H. McArthur		876.35
Floyd E. Wiggins		771.45
Daniel Seebeck		771.45
William L. Knowlen		771.45
Frank Coulter		771.45
Wallace Jones		600.00
Other:		
Clerk's Membership Dues		
Co. Off. Assoc. for 1976	50.00	
TOTALS:	$ 11,875.35	$ 5,685.65
BALANCE OF FEES AS OF Feb. 29, 1976	$ 52,871.05	$ 95.18

STATE OF TENNESSEE)
COUNTY OF HAMILTON)
I, Clyde M. Sanders, Clerk of the Criminal Court and Clerk of the Criminal Division, Court of General Sessions, of said State and County, do hereby certify the foregoing to be a true and correct report of the Clerk's Fees collected and disbursed by me as such Clerk for: period from February 1, 1976nthrough February 29, 1976.

Clyde M. Sanders
CRIMINAL COURT CLERK

Sworn and subscribed to before me
this 31st day of March, 19 76

Edna Camp Notary Public
My commission expires: 7-3-77

CLYDE M. SANDERS
CRIMINAL COURT CLERK
SIX JUDICIAL CIRCUIT — CRIMINAL DIVISION
HAMILTON COUNTY
CHATTANOOGA, TENNESSEE 37402

A. LEON HALEY, JR.
CHIEF DEPUTY CLERK

MRS. EDNA M. CAMP
ASST. CHIEF DEPUTY CLERK

March 31, 1976

Mr. Coy Browder, Director,
Accounts & Budgets,
Hamilton County Courthouse,
Chattanooga, Tennessee

Dear Coy:

I regret the delay in my submitting the Clerk's Fee Reports for the months of January and February, 1976.

I have been out of the office since February 6, 1976, due to my having recently undergone major surgery.

Sincerely yours,

CLYDE M. SANDERS
Criminal Court Clerk

CMS/x

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF MAY, 1975

RECEIPTS:

Balance of Fees on hand as of	APRIL, 1975		$10,794.49
RECEIPTS FOR	May, 1975		23,189.27
			33,983.76
DISBURSEMENTS:			
Clerks Salary:		1,623.08	
Lucile Hixson			
Deputy Salaries:			
Circuit Court:			
Jo Ann Abercrombie	311.54		
Elaine Bell	609.24		
Marjorie Colquitt	553.84		
Janet Cornelius	437.68		
Gail Johnson	437.68		
Carolyn Crowe	380.76		
Hannah Hale	807.70		
Judy Harris	553.84		
Phoebe Hamilton	649.84		
Betty Held	649.84		
Judith Howard	830.76		
Vera Hutson	649.84		
Barbara Jones	629.84		
Lowell Lawson	437.68		
Sherry Rawlston	437.68		
Pamela Ringley	649.84		
Mildred Smith	507.68		
Donald Sneed	461.54		
		9,996.82	
Sessions Court:			
Judith Brown	710.76		
Marion Cannon	553.84		
Gertrude Hunnicutt	830.76		
Margie McGuffie	807.70		
Karen Monger	553.84		
Virginia Moses	564.00		
Susan Sissom	553.84		
Joan Talley	564.00		
Paula Thompson	564.00		
		5,702.74	
Equipment Rental:			
Xerox Corporation	425.00		
		425.00	
Office Supplies			
Xerox Corporation	205.75		
		205.75	
Miscellaneous:			
REA Express	64.71		
Bobbs Merrill Co	13.17		
		77.88	
			18,031.27
EXCESS			15,952.49

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson Clerk
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____ d.c.

HAMILTON COUNTY
LUCILE HIXSON, CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF JUNE, 1975

RECEIPTS:

Balance of Fees on hand as of	MAY, 1975	$15,952.49
RECEIPTS FOR	JUNE, 1975	23,798.75

DISBURSEMENTS:

Clerk Salary:		1,623.08	
Lucile Hixson			
Deputy Salaries:			
Circuit Court:			
Jo Ann Abercrombie	415.38		
Elaine Bell	609.24		
Marjorie Colquitt	553.84		
Janet Cornelius	437.68		
Gail Johnson	553.84		
Carolyn Crowe	276.92		
Hannah Hale	807.70		
Judy Harris	553.84		
Phoebe Hamilton	649.84		
Betty Held	649.84		
Judith Howard	830.76		
Vera Hutson	649.84		
Barbara Jones	649.84		
Lowell Lawson	553.84		
Sherry Rawlston	553.84		
Pamela Ringley	649.84		
Mildred Smith	507.68		
Donald Sneed	461.54		
		10,365.30	
Sessions Court:			
Judith Brown	710.76		
Marion Cannon	553.84		
Gertrude Hunnicutt	830.76		
Margie McGuffie	1,114.93		
Karen Monger	553.84		
Virginia Moses	564.00		
Susan Sissom	553.84		
Joan Talley	564.00		
Paula Thompson	564.00		
		6,009.97	
Equipment Rental:			
Zerox Corporation	425.00		
I.B. M.	193.33		
Office Supplies:		618.33	
Burroughs, Corporation	45.00		
I. B. M.	4.99		
T. H. Payne	14.17		
		64.16	
Miscellanous:			
Preparation of Dockets	250.00		
REA	13.16		
Cleaning of Judge Milburn"s Robe	2.63		
		265.79	
			18,946.63
			20,804.61

EXCESS . . . . . .

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson Clerk
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____ d.c.

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF JULY, 1975

RECEIPTS:			
Balance of Fees on hand as of	JUNE, 1975		$20,804.61
RECEIPTS FOR	JULY, 1975		24,667.06
DISBURSEMENTS:			
Clerk Salary:		2,146.91	
Lucile Hixson			
Deputy Salaries:			
Circuit Court:			
Elaine Bell	641.22		
Jo Ann Abercrombie	437.20		
Marjorie Colquitt	582.93		
Janet Cornelius	461.29		
Gail Johnson	582.93		
Carolyn Crowe	291.45		
Hannah Hale	850.09		
Judy Harris	582.93		
Phoebe Hamilton	683.90		
Betty Held	683.90		
Judith Howard	874.38		
Vera Hutson	683.90		
Barbara Jones	683.90		
Lowell Lawson	582.93		
Sherry Rawlston	582.93		
Pamela Ringley	683.90		
Mildred Smith	533.76		
Donald Sneed	485.76		
		10,909.30	
Sessions Court:			
Judith Brown	1,128.34		
Marion Cannon	582.93		
Gertrude Hunnicutt	830.76		
Margie McGuffie	542.86		
Karen Monger	582.93		
Virginia Moses	593.61		
Susan Sissom	582.93		
Joan Talley	593.61		
Paula Thompson	593.61		
		6,031.58	
Equipment Rental:			
I. B. M.	145.00		
Xerox Corp.	425.00		
		570.00	
Office Supplies:			
Coopers Office Supply	14.63		
Xerox Corporation	240.50		
I. B. M.	73.31		
		328.44	
Miscellanous:			
R. E. A.	69.68		
Berke, Berke & Berke	300.00		
		369.68	
			20,355.91
			25,115.76

EXCESS . . . . . .

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____ d.c.

HAMILTON COUNTY
LUCILE HIXSON, CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF AUGUST, 1975

RECEIPTS:

Balance of Fees on hand as of JULY, 1975		25,115.76
RECEIPTS FOR AUGUST, 1975		24,673.45
		49,789.21

DISBURSEMENTS:

Clerk Salary:		1,910.79	
Lucile Hixson			
Deputy Salaries:			
Circuit Court:			
Elaine Bell	977.82		
Jo Ann Abercrombie	555.60		
Marjorie Colquitt	888.93		
Janet Cornelius	469.16		
Gail Johnson	888.93		
Carolyn Crowe	685.85		
Hannah Hale	1,296.33		
Judy Harris	888.93		
Phoebe Hamilton	1,042.89		
Betty Held	1,042.89		
Judith Howard	1,333.38		
Vera Hutson	869.08		
Barbara Jones	1,042.89		
Lowell Lawson	888.93		
Sherry Rawlston	888.93		
Pamela Ringley	1,042.89		
Mildred Smith	813.69		
Donald Sneed	740.76		
		18,268.67	
Sessions Court:			
Judith Brown	760.52		
Marion Cannon	740.77		
Gertrude Hunnicutt	1,377.00		
Margie McGuffie	648.17		
Karen Monger	888.93		
Virginia Moses	905.22		
Susan Sissom	888.93		
Joan Talley	905.22		
Paula Thompson	905.22		
		8,019.98	
Equipment Rental:			
I. B. M.	143.00		
Xerox Corporation	450.00	593.00	
Office Supplies			
Burroughs Corporation	90.95		
		90.95	
Miscellaneous			
I. B. M.	30.35		
R E A Express	21.56		
J. Ernest Taylor Ins. Agency	436.00		
		487.91	
			27,460.51
			22,328.70

EXCESS . . . . . .

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this 9 day of Sept, 19-75.

P. Ringley d.c.

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF SEPTEMBER, 1975

RECEIPTS:

Balance of Fees on hand as of AUGUST, 1975		22,328.70
RECEIPTS FOR SEPTEMBER, 1975		25,744.38
		48,073.08

DISBURSEMENTS:

Clerk Salary:			
Lucile Hixson		1,801.62	
Deputy Salaries:			
Circuit Court:			
Jo Ann Abercrombie	370.39		
Elaine Bell	651.88		
Marjorie Colquitt	592.62		
Gail Johnson	592.62		
Carolyn Crowe	240.11		
Hannah Hale	864.22		
Judy Harris	592.62		
Phoebe Hamilton	695.26		
Betty Held	695.26		
Judith Howard	888.92		
Vera Hutson	695.26		
Barbara Jones	695.26		
Lowell Lawson	592.62		
Sherry Rawlston	592.62		
Pamela Ringley	695.26		
Mildred Smith	542.46		
Donald Sneed	493.84		
		10,491.22	
Sessions Court:			
Judith Brown	760.52		
Gertrude Hunnicutt	888.92		
Margie McGuffie	864.22		
Karen Monger	592.62		
Virginia Moses	603.48		
Sylvia Newman	461.54		
Susan Sissom	592.62		
Joan Talley	603.48		
Paula Thompson	603.48	5,970.88	
Equipment Rental:			
I. B. M	143.00		
Xerox Corporation	450.00		
		593.00	
Office Supplies			
Burroughs Corporation	943.40		
		943.40	
Miscellaneous			
R E A Express	24.79		
Eastman Kodack	465.00		
Cleaning of Judge Walker's robe	2.25		
		492.04	
(Excess fees paid in October)			20,292.16
			27,780.92

EXCESS . . . . . .

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this 9 day of Oct, 19 75.

P. Ringley d.c.

ROBERT M. SUMMITT, JUDGE JAMES F. MORGAN, JUDGE JOE N. HUNTER, JUDGE DAVID TOM WALKER, JUDGE

Circuit Court of Hamilton County

CHATTANOOGA, TENNESSEE 37402

LUCILE HIXSON, CLERK

①

REPORT OF LUCILE HIXSON, CIRCUIT COURT CLERK, FOR EXCESS FEES FOR THE PERIOD BEGINNING APRIL1, 1975, AND ENDING AUGUST 31, 1975.

BALANCE FORWARDED		21,014.22
RECEIPTS:		
APRIL, 1975	28,141.42	
MAY, 1975	23,189.27	
JUNE, 1975	23,798.75	
JULY, 1975	24,667.06	
AUGUST, 1975	24,673.45	
	TOTAL	145,484.17
DISBURSEMENTS:		
APRIL, 1975	38,361.15	
MAY, 1975	18,031.27	
JUNE, 1975	18,946.63	
JULY, 1975	20,355.91	
AUGUST, 1975	27,460.51	
	TOTAL	123,155.47
EXCESS		22,328.70

I, LUCILE HIXSON, Clerk of Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court for the period of Aprill,1975 to August 31, 1975.

Lucile Hixson, Clerk

By: J Howard D.C.

CLERK CIRCUIT COURT AND GENERAL SESSION COURT

Sworn to and Subscribed before me this the 3rd day of October, 1975.

P. R. Impley D.C.

D. C.

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF OCTOBER 1975

RECEIPTS:

Balance of Fees on hand as of	SEPTEMBER, 1975	27,780.92
RECEIPTS FOR	OCTOBER, 1975	26,786.26
		54,567.18

DISBURSEMENTS:

Clerk Salary:		
Lucile Hixson		1,801.62
Deputy Salaries:		
Circuit Court;		
Jo Ann Abercrombie	444.48	
Elaine Bell	651.88	
Lark Blevins	461.54	
Marjorie Colquitt	592.62	
Carolyn Crowe	296.30	
Hannah Hale	864.22	
Judy Harris	592.62	
Phoebe Hamilton	695.26	
Betty Held	695.26	
Judith Howard	888.92	
Vera Hutson	695.26	
Gail Johnson	592.62	
Barbara Jones	695.26	
Lowell Lawson	592.62	
Sherry Rawlston	592.62	
Pamela Ringley	695.26	
Mildred Smith	542.46	
Donald Sneed	493.84	
		11,083.04
Sessions Court:		
Judith Brown	760.52	
Gertrude Hunnicutt	888.92	
Margie McGuffie	864.22	
Karen Monger	592.62	
Virginia Moses	603.48	
Sylvia Newman	461.54	
Susan Sissom	592.62	
Joan Talley	603.48	
Paula Thompson	603.48	
		5,970.88
Equipment Rental:		
I. B. M.	143.00	
Xerox	450.00	
		593.00
Office Supplies:		
Xerox	107.30	
		107.30
Miscellaneous:		
Governmental Guide	11.00	
W.R. Nobles, Trustee Excess	22,328.70	
		22,339.70
		41,895.54
EXCESS		12,671.64

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____ d.c.

HAMILTON COUNTY
LUCILE HI[illegible], CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF NOVEMBER, 1975

RECEIPTS:			
Balance of Fees on hand as of	OCTOBER, 1975		12,671.64
RECEIPTS FOR	NOVEMBER, 1975		29,129.53
			41,801.17
DISBURSEMENTS:			
CLERK SALARY:			
Lucile Hixson		1,801.62	
Deputy Salaries:			
Circuit Court:			
Jo Ann Abercrombie	444.48		
Elaine Bell	651.88		
Lark Blevins	461.54		
Marjorie Colquitt	592.62		
Carolyn Crowe	296.30		
Hannah Hale	864.22		
Judy Harris	592.62		
Phoebe H amilton	695.26		
Betty Held	695.26		
Judith Howard	888.92		
Vera Hutson	695.26		
Gail Johnson	651.88		
Barbara Jones	695.26		
Lowell Lawson	651.88		
Winona Morgan	200.00		
Sherry Rawlston	592.62		
Pamela Ringley	695.26		
Mildred Smith	542.46		
Donald Sneed	493.84		
		11,401.56	
Sessions Court:			
Judith Brown	760.52		
Gertrude Hunnicutt	888.92		
Margie McGuffie	864.22		
Karen Monger	592.62		
Virginia Moses	603.48		
Sylvia Newman	592.62		
Susan Sissom	592.62		
Joan Talley	603.48		
Paula Thompson	603.48		
		6,101.96	
Equipment Rental:			
I B M	143.00		
Xerox	450.00		
		593.00	
Miscellaneous:			
Bobbs Merrill Co Tenn. Code	44.30		
		44.30	
			19,942.44
EXCESS			21,858.73

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson Clerk
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this 1st day of Dec, 19 75.

P. Ringley d.c.

HAMILTON COUNTY
LUCILE HIXSON, CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF DECEMBER, 1975

RECEIPTS:

Balance of Fees on hand as of	NOVEMBER, 1975	21,858.73
RECEIPTS FOR	DECEMBER, 1975	25,821.10
		47,679.83

DISBURSEMENTS:

Clerk Salary:		
Lucile Hixson		2,365.76
Deputy Salaries:		
Circuit Court:		
Jo Ann Abercrombie	444.48	
Elaine Bell	651.88	
Lark Blevins	638.51	
Marjorie Colquitt	789.70	
Carolyn Crowe	296.30	
Hannah Hale	1,174.65	
Judy Harris	808.10	
Phoebe Hamilton	904.67	
Betty Held	695.26	
Judith Howard	1,166.98	
Vera Hutson	695.26	
Gail Johnson	889.85	
Barbara Jones	959.75	
Lowell Lawson	798.91	
Sherry Rawlston	819.70	
Pamela Ringley	939.75	
Mildred Smith	747.41	
Donald Sneed	493.84	
		18,915.00
Sessions Court:		
Judith Brown	949.89	
Gertrude Hunnicutt	1,153.13	
Margie McGuffie	1,194.65	
Karen Monger	819.70	
Virginia Moses	764.72	
Sylvia Newman	592.62	
Susan Sissom	819.70	
Joan Talley	819.67	
Paula Thompson	769.50	
		7,883.58
Equipment Rental		
I B M	143.00	
Xerox	450.00	
		593.00
Office Supplies		
Chattanooga Rubber Stamp Co	4.20	
Xerox Corp.	115.50	
		119.70
Miscellaneous		
Burroughs Corp.	1,250.53	
Earl R. Hendry	11.00	
I B M	620.82	
		1,882.35
		26,759.39
EXCESS		20,920.44

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson Clerk
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this 7 day of January, 19 76.

P. Ingley

HAMILTON COUNTY
LUCILE HIXSON, CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF JANUARY, 1976

RECEIPTS:

Balance of Fees on hand as of	DECEMBER, 1976	20,920.44
RECEIPTS FOR	JANUARY, 1976	25,135.30
		46,055.74

DISBURSEMENTS:

Clerk Salary:		
Lucile Hixson		2,138.29
Deputy Salaries:		
Circuit Court:		
Jo Ann Abercrombie	666.72	
Elaine Bell	977.82	
Lark Blevins	515.34	
Marjorie Colquitt	691.85	
Carolyn Crowe	444.45	
Hannah Hale	985.90	
Judy Harris	673.45	
Phoebe Hamilton	833.48	
Betty Held	1,042.89	
Judith Howard	1,055.32	
Vera Hutson	1,042.89	
Gail Johnson	739.85	
Barbara Jones	778.40	
Lowell Lawson	830.79	
Sherry Rawlston	661.85	
Pamela Ringley	798.40	
Mildred Smith	608.74	
Donald Sneed	740.76	
		14,088.90
Sessions Court:		
Judith Brown	951.41	
Gertrude Hunnicutt	1,069.17	
Margie McGuffie	965.90	
Karen Monger	661.85	
Virginia Moses	743.98	
Sylvia Newman	888.93	
Susan Sissom	661.85	
Joan Talley	689.03	
Paula Thompson	739.20	
		7,371.32
Equipment Rental		
I. B. M.	143.00	
Xerox	450.00	
		593.00
Office Supplies		
Chattanooga Rubber Stamp Co.	3.50	
		3.50
Miscellaneous		
Bobbs Merrill Company	147.81	
		147.81

EXCESS 24,342.82
21,712.92

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson Clerk
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____ d.c.

HAMILTON COUNTY
LUCILE HIXSON, CLERK

TO: HONORABLE DON MOORE, JR., COUNTY,
HAMILTON COUNTY, TENNESSEE:

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CIRCUIT COURT CLERK FOR THE MONTH OF FEBRUARY, 1976

RECEIPTS:

Balance of Fees on hand as of	JANUARY, 1976	21,712.92
RECEIPTS FOR	FEBRUARY, 1976	26,348.75
		48,061.67

DISBURSEMENTS:

CLERK SALARY:		
Lucile Hixson		1,801.62
Deputy Salaries:		
Circuit Court:		
Jo Ann Abercrombie	444.48	
Elaine Bell	651.88	
Lark Blevins	461.54	
Marjorie Colquitt	592.62	
Carolyn Crowe	296.30	
Hannah Hale	864.22	
Judy Harris	592.62	
Phoebe Hamilton	695.26	
Betty Held	695.26	
Judith Howard	888.92	
Vera Hutson	695.26	
Gail Johnson	651.88	
Barbara Jones	695.26	
Lowell Lawson	651.88	
Sherry Rawlston	592.62	
Pamela Ringley	695.26	
Mildred Smith	542.46	
Donald Sneed	493.84	
		11,201.56
Sessions Court:		
Judith Brown	760.52	
Gertrude Hunnicutt	888.92	
Margie McGuffie	864.22	
Karen Monger	592.62	
V irginia Moses	603.48	
Sylvia Newman	592.62	
Susan Sissom	592.62	
Joan Talley	603.48	
Paula Thompson	603.48	
		6,101.96
Equipment Rental		
I. B. M.	143.00	
Xerox	450.00	
		593.00
Office Supplies		
Xerox Corp.	103.60	
		103.60
Miscellaneous		
Governmental Guide	11.00	
American Bar Assoc.	2.50	
		13.50
		19,815.24
EXCESS		
		28,246.43

I, LUCILE HIXSON, Clerk of the Circuit Court and General Sessions Court hereby certify that the foregoing is a true and correct copy of the receipts and disbursements of Circuit Court and Excess Fees from General Sessions Court.

Lucile Hixson
LUCILE HIXSON, CLERK

Sworn to and subscribed before me
this _____ day of _____, 19____.

_____

OFFICE OF CLERK AND MASTER
HAMILTON COUNTY
~~ROBERT W. SUMMAR~~, CLERK & MASTER
Howell N. Peoples

TO: HONORABLE ~~CHESTER L. ECOSE~~ Don Moore, COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CLERK & MASTER FOR THE MONTH OF April 1975.

RECEIPTS:

Balance of Fees on hand as of	March, 1975	$ 9,414.24
Receipt for	April, 1975	23,929.59
		$ 33,343.83

DISBURSEMENTS:

Clerk's Salary:		
~~Robert W. Summar~~ Howell N. Peoples		$ 1,758.32
Deputy Salaries:		
Barbara Austin	$ 647.00	
Betty Beavers	622.00	
Betty Sue Bell	640.00	
Joyce Bradford	694.00	
Graham Crabtree	700.00	
Gwen Harris	550.00	
William W. Harris	465.00	
Joe Hogue	1,125.00	
Henry Jackson	1,125.00	
Lucille Kocks	735.00	
Frances Ladd	1,150.00	
Nancy Lehman	666.00	
Floyd B. Manning	350.00	
Carolyn Morgan	622.00	
Lucile Rader	795.00	
Deborah Taber	500.00	
Averilee Welch	929.00	
Sue Vandagriff	700.00	$13,015.00
Office Equip. & Rental		
	$	
		$
Miscellaneous:		
William Harris, Ck. #0404	$ 142.50	
Floyd B. Manning " " 0405	75.00	
~~Howell N. Peoples~~ " 0333	14,488.96	
William Harris " " 0491	142.50	
Floyd B. Manning " " 0492	75.00	
Frank Moore Ck. #0495	30.00	
		$14,953.96
		29,727.28
EXCESS		$ 3,616.55

Clerk & Mas~~ter~~
Robt. Summar

I hereby certify that the foregoing is a true report for the Clerk and Master's office for the period ending April 30, 1975.

Howell N. Peoples
~~ROBERT W. SUMMAR~~, Clerk & Master
Howell N. Peoples

OFFICE OF CLERK AND MASTER
HAMILTON COUNTY
HOWELL N. PEOPLES, CLERK & MASTER

TO: HONORABLE DON MOORE, COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CLERK & MASTER FOR THE MONTH OF May, 1975.

RECEIPTS:

Balance of Fees on hand as of	April 30, 1975	$ 3,616.55
Receipts for	May 1975	23,211.22
		$ 26,827.77

DISBURSEMENTS:

Clerk's Salary			
Howell N. Peoples		$1,758.32	
Deputy Salaries:			
Barbara Austin	647.00		
Betty Beavers	622.00		
Betty Sue Bell	640.00		
Joyce Bradford	694.00		
Graham Crabtree	700.00		
Gwen Harris	550.00		
William W. Harris	465.00		
Joe Hogue	1,125.00		
Henry Jackson	1,125.00		
Lucille Kocks	735.00		
Frances Ladd	1,150.00		
Nancy Lehman	666.00		
Floyd B. Manning	350.00		
Carolyn Morgan	622.00		
Lucile Rader	795.00		
Deborah Taber	500.00		
Averilee Welch	929.00		
Sue Vandagriff	700.00		
		$ 13,015.00	
OFFICE EQUIPMENT & RENTAL:			
Xerox, Ck.#0546	$240.00		
" " #0564	290.12		
		$ 530.12	
MISCELLANEOUS			
HNB, Ck.#0694	11.00		
Light Realty Co. Ck.#0702	40.00		
Graham Crabtree Ck.#0705	4.42		
~~MISCELLANEOUS~~:			
REA Express, Ck.#0513	$ 21.75		
State of Tenn. Ck.#0611	1.30		
Floyd B. Manning Ck.#0613	75.00		
William W. Harris Ck.#0612	142.50		
State of Tenn., Ck.#0662	1.00		
William W. Harris, Ck.#0689	142.50		
Floyd B. Manning, Ck.#0690	75.00	$ 514.47	15,817.91
EXCESS			$11,009.86

I hereby certify that the foregoing is a true report for the Clerk and Master's Office for the period ending May 31, 1975.

Howell N. Peoples
HOWELL N. PEOPLES, CLERK AND MASTER

OFFICE OF CLERK AND MASTER
HAMILTON COUNTY
HOWELL N. PEOPLES, CLERK & MASTER

TO: HONORABLE DON MOORE, COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK"S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CLERK & MASTER FOR THE MONTH OF June, 1975.

RECEIPTS:

Balance of Fees on hand as of May 31, 1975.		$11,009.86
Receipts for June, 1975.		22,782.37
		$33,792.23

DISBURSEMENTS:

Clerk's Salary			
Howell N. Peoples		$1,758.32	
DEPUTY SALARIES:			
Barbara Austin	647,00		
Betty Beavers	622.00		
Betty Sue Bell	640.00		
Joyce Bradford	694.00		
Graham Crabtree	700.00		
Gwen Harris	550.00		
William W. Harris	465.00		
Joe Hogue	1,125.00		
Henry Jackson	1,125.00		
Lucille Kocks	735.00		
Frances Ladd	1,150.00		
Nancy Lehman	666.00		
Denise Lindbergh	200.00		
Floyd B. Manning	350.00		
Carolyn Morgan	622.00		
Lucile Rader	795.00		
Deborah Taber	500.00		
Averilee Welch	929.00		
Sue Vandagriff	700.00		
		$13,215.00	
OFFICE EQUIPMENT & RENTAL:			
Xerox Ck.#0784	307.70		
		307.70	
MISCELLANEOUS :			
State of Tenn. Ck.#0778	1.90		
Frank Moore Ck.#0788	35.00		
State of Tenn. Ck.#0789	4.70		
William Harris Ck.#0797	142.50		
Floyd B. Manning Ck.#0798	75.00		
State of Tenn. Ck.#0841	11.25		
" " " " "0885	1.00		
Bob George " "0888	124.16		
William Harris Ck.#0897	142.50		
Floyd B. Manning Ck.#0899	75.00	613.01	$15,894.03

EXCESS. $17,898.20

I hereby certify that the foregoing is a true report for the Clerk and Master's Office for the period ending June 30, 1975.

Howell N. Peoples
HOWELL N. PEOPLES, CLERK AND MASTER

OFFICE OF CLERK AND MASTER
HAMILTON COUNTY
HOWELL N. PEOPLES, CLERK & MASTER

TO: HONORABLE DON MOORE, COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK'S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CLERK & MASTER FOR THE MONTH OF July 31, 1975.

RECEIPTS:

Balance of Fees on hand as of June 30, 1975		$ 17,898.20
Receipt for July 31, 1975		21,531.07
		$ 39,429.27

DISBURSEMENTS:

Clerk's Salary:			
Howell N. Peoples		$1,758.32	
Deputy Salaries:			
Barbara Austin	$ 715.00		
Betty Beavers	666.00		
Betty Sue Bell	690.00		
Joyce Bradford	743.00		
Graham Crabtree	775.00		
Gwen Harris	575.00		
William W. Harris	515.00		
Joe Hogue	1,250.00		
Henry Jackson	1,250.00		
Lucille Kocks	810.00		
Frances Ladd	1,150.00		
Nancy Lehman	925.00		
Denise Lindbergh	480.00		
Floyd B. Manning	375.00		
Carolyn Morgan	690.00		
Lucile Rader	870.00		
Deborah Taber	575.00		
Averilee Welch	1,025.00		
Sue Vandagriff	775.00	14,854.00	
OFFICE EQUIPMENT & RENTAL:			
Xerox Ck.#1108	285.96		
		285.96	
MISCELLANEOUS:			
W.W. Harris Ck.#1034	142.50		
F.B. Manning Ck.#1035	87.50		
W.W. Harris Ck.#1137	142.50		
F.B. Manning Ck.#1138	87.50		
		460.00	
			17,358.28

EXCESS. . . . . $ 22,070.99

I hereby certify that the foregoing is a true report for the Clerk and Master's Office for the period ending. Howell N. Peoples

OFFICE OF CLERK AND MASTER
HAMILTON COUNTY
HOWELL N. PEOPLES, CLERK & MASTER

TO: HONORABLE DON MOORE, COUNTY JUDGE,
HAMILTON COUNTY, TENNESSEE

REPORT OF CLERK"S FEES COLLECTED AND DISBURSED BY THE OFFICE OF CLERK & MASTER FOR THE MONTH OF August, 1975.

RECEIPTS:

Balance of Fees on hand as of July 31, 1975.	$ 22,070.99
Receipts for August 31, 1975.	22,616.70
	$ 44,687.69

DISBURSEMENTS:

Clerk's Salary			
Howell N. Peoples		$1,758.32	
DEPUTY SALARIES:			
Barbara Austin	$ 715.00		
Betty Beavers	666.00		
Betty Sue Bell	690.00		
Joyce Bradford	743.00		
Graham Crabtree	775.00		
Gwen Harris	575.00		
William W. Harris	515.00		
Joe Hogue	1,250.00		
Henry Jackson	1,250.00		
Lucille Kocks	810.00		
Frances Ladd	900.00		
Nancy Lehman	925.00		
Denise Lindbergh	200.00		
Floyd B. Manning	375.00		
Carolyn Morgan	690.00		
Lucile Rader	870.00		
Deborah Taber	575.00		
Averilee Welch	1,025.00		
Sue Vandagriff	775.00	14,324.00	
OFFICE EQUIPMENT & RENTAL:			
Xerox Corp., Ck.#1289	301.54	301.54	
MISCELLANEOUS :			
Arch Trimble, Ck.#1228	25.00		
Felix Diamond Ck.#1229	25.00		
" " Ck.#1230	25.00		
REA Express Ck.#1227	22.50		
Thomas K. Hixson, Ck.#1232	182.35		
W.W. Harris, Ck.#1236	142.50		
F. B. Manning, Ck.#1237	87.50		
W.W. Harris, Ck.#1332	142.50		
F. B. Manning, Ck.#1333	87.50		
Howell N. Peoples, Ck.#1326	35.00	774.85	17,158.71
EXCESS.			$ 27,528.98

I hereby certify that the foregoing is a true report for the Clerk and Master's Office for the period ending Aug. 31, 1975

Howell N. Peoples
HOWELL N. PEOPLES, CLERK AND MASTER

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR MAY 1975

Balance on hand May 1st		$ 42,674.02
Fees collected for May:		
Recording fees	$16,783.25	
State fees	876.50	
Total collected		17,659.75
		$ 60,333.77
Disbursements:		
Salaries:		
R. H. Thurman	$985.00	
Betty Sharp	885.00	
Sarah DeFriese	827.00	
Evelyn Stoner	755.00	
Betty Friederichsen	720.00	
Gail Tucker	635.00	
Wanda Westmoreland	555.00	
Janet Hester	555.00	
Judy Gentry	475.00	
Cathy Hamil	425.00	
Marsha Watson	400.00	
Dorothy Brammer	1758.00	
	8975.00	
W.R.Nobles, Tr.	33,528.51	
Postmaster	9.35	
Total disbursements		42,512.86
Balance 5-31-75		$ 17,820.91

I certify the foregoing is a true report for the month of May 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 4th day of June 1975.

R. Hicks Thurman

My commission expires 1-13-76

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR JUNE 1975

Balance on hand June 1st		$17,820.91
Fees collected for June:		
Recording fees	$17,369.50	
State fees	893.00	
Total collected		18,262.50
		$36,083.41
Disbursements:		
Salaries:		
R. H. Thurman	$ 738.75	
Betty Sharp	885.00	
Sarah DeFriese	827.00	
Evelyn Stoner	755.00	
Betty Friederichsen	720.00	
Gail Tucker	635.00	
Wanda Westmoreland	555.00	
Janet Hester	555.00	
Judy Gentry	475.00	
Cathy Hamil	273.22	
Marsha Watson	400.00	
Dorothy Brammer	1758.00	
	8576.97	
Postmaster	25.71	
Violet Camera Shop	8.30	
Total disbursements		8,610.98
Balance June 30th		$27,472.43

I certify the foregoing is a true report for the month of June 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 2nd day of July 1975.

Coy C. Browder

My commission expires 6-8-76

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR JULY 1975

Balance on hand July 1st		$27,472.43
Fees collected for July:		
Recording fees	$19,442.25	
State fees	932.50	
Total collected		20,374.75
		$47,847.18

Disbursements:

Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Janet Conyers	605.00	
Wanda Westmoreland	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Dorothy Brammer	1,758.00	
	$7,478.00	
Postmaster	25.71	
Wm. F. Knowles, CCC	7.25	
Ward & Land Ins. Agency	20.00	
Chattanooga Rubber Stamp Co.	11.00	
Total Disbursements		7,541.96
Balance July 31st		$ 40,305.22

I certify the foregoing is a true report for the month of July 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 5th day of August 1975.

Betty L Sharp

My Commission expires 7-8-79

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR AUGUST 1975

Balance on hand August 1st		$40,305.22
Fees collected for August:		
Recording fees	$19,196.75	
State fees	908.00	
Total collected		20,104.75
		$60,409.97

Disbursements:

Salaries:		
Betty Sharp	$ 1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Janet Conyers	605.00	
Wanda Westmoreland	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Dorothy Brammer	1,760.64	
	$ 7,480.64	
Postmaster	20.43	
Howell N. Peoples, C&M	10.50	
Pryor, Love & Lewis	135.00	
Tenn. Assn. of Registers	50.00	
Internat'l Assn Clks & Recorders	10.00	
Total disbursements		7,706.57
Balance 8-29-75		$52,703.40

I certify the foregoing is a true report for the month of August 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 3rd day of September 1975.

My Commission expires 7-8-79

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR SEPTEMBER 1975

Balance on hand September 1st		$ 52,703.40
Fees collected for September:		
Recording fees	$18,448.25	
State fees	906.00	
Total collected		19,354.25
		$ 72,057.65
Disbursements:		
Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Betty Friederichsen	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Dorothy Brammer	1,951.75	
	8,496.75	
Postmaster	10.71	
W. R. Nobles, Tr.-Excess Fees	52,703.40	
Total disbursements		61,210.86
Balance 9-30-75		$10,846.79

I certify the foregoing is a true report
for the month of September 1975.

Dorothy P. Brammer

Sworn to and subscribed before
me this 6th day of October 1975.

Betty L. Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR OCTOBER 1975

Balance on hand October 1st		$10,846.79
Fees collected for October:		
Recording fees	$17,961.75	
State fees	880.50	
Total collected		18,842.25
		$29,689.04

Disbursements:

Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Betty Friederichsen	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Dorothy Brammer	1,951.75	
	8,496.75	
Postmaster	26.07	
American Nat. Bk. & Tr.Co.	9.75	
Manpower, Inc.	41.88	
Tenn. Reg. mtg. Travel Exp.	103.99	
Total disbursements		8,678.44
Balance 10-31-75		$21,010.60

I certify the foregoing is a true report for the month of October 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 7th day of November 1975.

Betty L. Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR NOVEMBER 1975

Balance on hand November 1st		$21,010.60
Fees collected for November:		
Recording fees	$15,542.75	
State fees	662.50	
Total collected		16,205.25
		$37,215.85

Disbursements:

Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Betty Friederichsen	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Dorothy Brammer	1,951.75	
Vicky Dawson	360.00	
	8,856.75	
Postmaster	11.43	
L.Bridgeman - 2 bearings	6.10	
Total disbursements		8,874.28
Balance 11-30-75		$28,341.57

I certify the foregoing is a true report for the month of November 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 3rd day of December 1975.

Betty L Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR DECEMBER 1975

Balance on hand December 1st		$ 28,341.57
Fees collected for December:		
Recording fees	$18,082.75	
State fees	797.00	
Total collected		18,879.75
		$47,221.32

Disbursements:

Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Gentry	550.00	
Marsha Watson	450.00	
Vicky Dawson	400.00	
Dorothy Brammer	1,951.75	
	8,071.75	
Postmaster	25.35	
Total disbursements		8,097.10
Balance 12-31-75		$39,124.22

I certify the foregoing is a true report for the month of December 1975.

Dorothy P. Brammer

Sworn to and subscribed before me this 7th day of December 1975.

Betty J. Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR JANUARY 1976

Balance on hand January 1st		$39,124.22
Fees collected for January:		
Recording fees	$16,169.25	
State fees	653.50	
Total collected		16,822.75
		$55,946.97

Disbursements:

Salaries:		
Betty Sharp	$ 1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Gentry Horton	550.00	
Marsha Watson	450.00	
Vicky Dawson	400.00	
Dorothy Brammer	1,951.75	
	8,071.75	
Postmaster	5.83	
Total disbursements		8,077.58
		$47,869.39

I certify the foregoing is a true report for the month of January 1976.

Dorothy P. Brammer

Sworn to and subscribed before me this 5th day of February 1976.

Betty L. Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR FEBRUARY 1976

Balance on hand February 1st		$47,869.39
Fees collected for February:		
Recording fees	$16,446.25	
State fees	763.50	
Total collected		17,209.75
Total		$65,079.14
Disbursements:		
Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Horton	550.00	
Marsha Watson	450.00	
Vicky Dawson	400.00	
Dorothy Brammer	1,951.75	
	8,071.75	
Postmaster	25.23	
Judy Horton	1.86	
Total disbursements		8,098.84
Balance 2-27-76		$56,980.30

I certify the foregoing is a true report for the month of February 1976.

Dorothy P. Brammer

Sworn to and subscribed before me this 3rd day of March 1976.

Betty L. Sharp

My Commission Expires July 8, 1979

OFFICE OF REGISTER

HAMILTON COUNTY, TENNESSEE

FEE REPORT FOR MARCH 1976

Balance on hand March 1st		$56,980.30
Fees collected for March:		
Recording fees	$19,671.50	
State fees	908.00	
Total collected		20,579.50
Total		$ 77,559.80
Disbursements:		
Salaries:		
Betty Sharp	$1,100.00	
Sarah DeFriese	900.00	
Evelyn Stoner	825.00	
Gail Tucker	685.00	
Wanda Westmoreland	605.00	
Janet Hester	605.00	
Judy Horton	550.00	
Marsha Watson	450.00	
Vicky Dawson	400.00	
Dorothy Brammer	1,951.75	
	8,071.75	
Postmaster	24.53	
Total disbursements		8,096.28
		$ 69,463.52

I certify the foregoing is a true report for the month of MARCH 1976.

Dorothy P. Brammer

Sworn to and subscribed before me this 2nd day of April 1976.

Betty L. Sharp

My Commission Expires July 8, 1979

Judge Moore welcomed Messers. Mark and Woodrow Reid as special guests to the Council as representatives of the Chattanooga Lookouts.

Mr. Mark Reid presented to Judge Moore and each member of the Council tickets to the opening game, saying that they might like to come and inspect the place and check it out. He told them that their seats were right behind home plate but that they would have a protection screen up by then. Mr. Reid said they appreciated the Council's support and wanted to invite everyone to the opening game on Tuesday, April 20.

Mr. Fuller told Mr. Reid that he wanted to buy 10 reserved seats for that game.

Judge Moore said that it would be necessary to change the day of the first Council meeting in May to be on the second Wednesday instead of the first.

ON MOTION of Judge Moore, seconded by Councilman Mayfield, to move the first Council meeting in May to the second Wednesday and keep the second meeting at its regular meeting time; i.e., May Council meetings would be on the 2nd and 3rd Wednesdays. The foregoing Motion was unanimously Adopted by Acclamation.

Judge Moore stated that the next item on the agenda was the County Manager's presentation.

Councilman Fuller stated that he had had an opportunity to study this and discuss it.

ON MOTION of Councilman Fuller to adopt the plan submitted by the County Manager with attachment 2 and hope that this could be another step in getting County government back on the track.

Councilman Long said that he was not ready to vote.

Councilman Fuller said that they had had the basic plan two weeks ago and had had two weeks to look it over. Councilman Long said that he had just gotten it last night.

Judge Moore asked if they wanted to wait to vote.

Councilman Fuller said that he would move that they act now.

Judge Moore pointed out that Mr. Fuller had no second.

Councilman Fuller said that he had hoped to get one.

Judge Moore said that Mr. Fuller's motion had failed for lack of a second. He said if there were no objections, action would be deferred until the next Council meeting.

APRIL TERM 1976

ON MOTION of Councilman Ricketts, seconded by Councilman Long, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation.

CHAIRMAN

COUNTY COURT CLERK

A P R I L T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, APRIL 21, 1976

BE IT REMEMBERED, That on this the 21st day of April, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. "Bill" Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. Al Daniel, Pastor, Central Baptist Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

APRIL TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 21, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

THE CHATTANOOGA TIMES, SATURDAY, APRIL 17, 1976.

CHATTANOOGA NEWS-FREE PRESS, SATURDAY, APRIL 17, 1976

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 21, 1976, at 9:00 a.m., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 a.m., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, April 21, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

A P R I L T E R M 1 9 7 6

State of Tennessee
Hamilton County

April 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-14

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ATTACHED AND INCORPORATED LEASE AGREEMENT WITH THE HAMILTON COUNTY DEPARTMENT OF EDUCATION RELATING TO THE CONSTRUCTION AND EQUIPING OF A VOCATIONAL-EDUCATIONAL FACILITY IN NORTHWEST HAMILTON COUNTY.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, a Vocational-Educational facility will be constructed and equipped by the State of Tennessee in Northwest Hamilton County provided that the Hamilton County Department of Education secures a proper stius for same in said area; and

WHEREAS, such a facility will greatly benefit all County residents, therefore behooving Hamilton County to provide a suitable location for such a facility; and

WHEREAS, 13.56 acres, more or less, is available at the Hamilton County Comprehensive Services Center, Sequoyah Branch, for leasing to the Hamilton County Department of Education for the aforesaid purposes on a long-term basis.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the County Judge is hereby authorized to execute the attached and incorporated Lease Agreement for the purposes hereinabove set forth.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * * *

APRIL TERM 1976

LEASE AGREEMENT

WITNESSETH:

In consideration of the construction/location of a Vocational Education Facility by the State of Tennessee, acting through the State Board for Vocational Education, pursuant to T.C.A. S49-2709, as the same shall be agreed to in the approval plan required by S49-2709, and other consideration hereinbelow set forth, subject to appropriations therefor, the Lessor hereby agrees to convey to the Hamilton County Department of Education by longterm leasehold, the terms of which are hereinbelow set forth, the following described property:

1. LOCATION OF PROPERTY: Third Civil District, Hamilton County, Tennessee.

2. DESCRIPTION OF PROPERTY:

BEGINNING at an iron pin located 775.4 ft. from a stone pile in the Southeast corner of the property described in a survey of Hopkins-Morton Engineering Company drawing number 1071-950-2 dated December 23, 1971, which iron pin is on the perimeter boundary of said survey and which marks the beginning of this legal description; Thence, S-27°-04'W., 68.5 ft. to a point on the perimeter boundary of said survey; Thence leaving said perimeter boundary, N-64°-31'W., 630 ft. to a point; Thence, N-27°-04'E., 618.5 ft. to a point; Thence, S-64°-31'E., 630 ft. to a point; Thence S-27°-04'W., 410.97 ft. to a point; Thence, S-72°-03'W., 370.43 ft. to a point; Thence, N-05°-11'E., 600 ft. to a point; Thence, S-74°-38'E., 200.0 ft. to a point; Thence, S-05°-11'W., 750 ft. to a point on the perimeter of said survey 150.0 ft. from the stone pile previously referred to; Thence, along said perimeter line N-72°-3'W., 625.4 ft. to an iron pin at the BEGINNING, containing 13.56 acres according to a survey of the Hamilton County Engineers Office dated April 5, 1976.

SUBJECT to any relocation of the rights-of-way of Lovell Road and Ridge Trail Ramp as recorded in Book 2043, at page 909 of the Hamilton County, Tennessee Register's Office and excepting therefrom a 40 ft. right-of-way for Ridge Trail Road as the same may effect this property.

Being a portion of the property conveyed to Hamilton County, Tennessee by the City of Soddy Daisy, Tennessee by deed dated December 17, 1974, which is of record in said Register's Office in Book 2,215 at page 238 and being a portion of the same property covered by a certificate of title issued as of January 6, 1975, and signed by Ward Crutchfield, Assistant County Attorney.

3. CONSIDERATION: The One Dollar ($1.00) and other good and valuable consideration.

4. TERM: The term of this lease shall commence on January 29, 1975, and shall end on January 28, 1995. The Lessee may terminate the lease on ninety (90) days' notice to the Lessor. The Hamilton County Department of Education shall have the option to renew this agreement for an additional term of life duration at no increase in the rate of consideration.

5. COVENANT OF CLEAR TITLE: The said Hamilton County warrants that the said land is owned free and clear of all encumbrances and that it has fee simple title thereto.

Certificate of Title must accompany this lease agreement.

HOLDER OF TITLE: HAMILTON COUNTY, a Constitutional County of the State of Tennessee

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

LESSOR

HAMILTON COUNTY

BY: _____
DON MOORE, COUNTY JUDGE

LESSEE

HAMILTON COUNTY DEPARTMENT OF EDUCATION

BY: Erskine L. Peoples
ERSKINE L. PEOPLES, CHAIRMAN

BY: Dale L. Carter
DALE L. CARTER, SUPERINTENDENT

APRIL TERM 1976

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

On this _____ day of April, 1976, before me personally appeared Don Moore, Jr., County Judge of Hamilton County, Tennessee, to me known to be the person described in and who executed the foregoing instrument in his capacity as County Judge, with full authority to so act.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

On this _____ day of April, 1976, before me personally appeared Erskine L. Peoples, Chairman and Dale L. Carter, Superintendent to me known to be the persons described in and who executed the foregoing instrument in their perspective capacities with the Hamilton County Board of Education and under their authority to so act.

_____
NOTARY PUBLIC

My Commission Expires: _____

* * * * * * * *

(Judge Moore stated that this lease agreement with Tennessee relates to the construction and equipping of a vocational educational school in Northwest Hamilton County. This particular resolution looks to the construction of another building at the Sequoyah Branch. There is one building there now which was built with funding by the Appalachian Regional Council and County funding, with the County portion being 52%. The State of Tennessee will build an additional $1.8 million building to complete this vocational educational complex.)

State of Tennessee
Hamilton County

APRIL 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-15

TITLE ACCEPTING THE BID OF COMPUTER HARDWARE CONSULTANTS AND SERVICES, INC. FOR COMPUTER EQUIPMENT AMOUNTING TO $21,240.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR COMPUTER EQUIPMENT FOR THE DATA PROCESSING DEPARTMENT.

WHEREAS, THE BID OF COMPUTER HARDWARE CONSULTANTS AND SERVICES, INC. FOR $21,240.00 WAS THE ONLY BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED; THAT THE BID OF COMPUTER HARDWARE CONSULTANTS AND SERVICES, INC. IS HEREBY ACCEPTED, SAID BID BEING THE ONLY BID RECEIVED. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * * *

(Judge Moore said that this was the lowest and best bid.)

Computer Hardware Consultants & Services, Inc.

10 Pheasant Run, Newtown, Pa. 18940
215-968-5900

April 6, 1976

Mr. Paul K. Richard,
Director of Purchasing
Hamilton County
1110 Dayton Boulevard
Chattanooga, Tennessee 37405

Dear Mr. Richard:

CHCS is pleased to quote on upgrading your 96K 2030 CPU.

In reviewing your requirements, we recommend removal of the IBM 96K feature prior to installing CHCS' 3768 core memory. CHCS will allow trade in credit for your 96K RPQ feature. We can install the upgrades with your specifications for the following prices:

Item	Purchase Price	96K Feature Credit	Total Price	Mo. M/A
3768 - 64K-192K	$26,990.00	$5,750.00	$21,240.00	$150.00
3768 - 64K-256K	33,990.00	5,750.00	28,240.00	200.00

The above prices include shipping, insurance, travel and per diem expenses. Removal of the 96K RPQ and the installation of the 3768 is also included in the above prices. Delivery and installation is normally 30 to 45 days from date of purchase order. The engineering change level of the 3768 will be the highest engineering level at time of purchase. Sorbus will provide maintenance service on the CHCS 3768 memory.

If there are any questions on the above, please feel free to contact me.

Very truly yours,

Joseph F. Colyar
Marketing Manager

JFC/is.

APRIL TERM 1976

Sealed bids for the purchase of the following new equipment will be received by mail until APRIL 12, 1976 -10:00 A.M. by:

Mr. Paul K. Richard
Director of Purchasing
1110 DAYTON BLVD.
CHATTANOOGA, TN. 37405

Item no. One: To upgrade our 96K I.B.M. Model 360/30 Computer to 192K bytes of storage, including monthly maintenance charge.

Item no. Two: To upgrade our 96K I.B.M. Model 360/30 Computer to 256K bytes of storage, including monthly maintenance charge.

With the following specifications:

1. Non-volatile ferrite core
2. Cycle time of 1.5 and 2.0 USEC compatibility
3. Less than 1% performance degradation above 64K
4. Automatic data retention
5. Line voltage surge protection
6. Line transient protection
7. DC voltage protection
8. Automatic current limiting
9. Power sequencing control
10. Voltage input 117-230 VAC, 50/60 HZ
11. Plug to plug compatibility
12. Field expandability
13. Physical cabinet size not more than:
    A. 38" High
    B. 24" Wide
    C. 28" Deep
14. Physical cabinet color standard I.B.M. Blue

Specify:

1. Price for each option, delivered and installed in Chattanooga, Tn.
2. Availability, and delivery date. Equipment is desired within 30 days after issuance of purchase order.
3. Engineering level change and if current.
4. Guarantee of service maintainability by original manufacturer or acceptable alternate (specify).

If additional information is required contact:

Buddy McFarland
Data Processing Department
Hamilton County, Tennessee

Phone 615 757-2525

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,
Paul K. Richard
PAUL K. RICHARD, DIRECTOR OF PURCHASING

HM

State of Tennessee
Hamilton County

APRIL 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-16

TITLE ACCEPTING THE BID OF FORREST CATE FORD FOR ONE (1) 1976 MODEL CAR, AMOUNTINF TO $4,392.44 FOR THE HIGHWAY DEPARTMENT.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE (1) 1976 MODEL CAR FOR THE HIGHWAY DEPARTMENT.

WHEREAS, THE BID OF FORREST CATE FORD FOR $4,392.44 WAS CONSIDERED TO BE THE LOWEST AND BEST BID RECEIVED MEETING ALL SPECIFICATIONS AND HAVING CAR IN STOCK.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF FORREST CATE FORD IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST RECEIVED MEETING ALL SPECIFICATIONS. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Long, the foregoing Resolution was Adopted on a Roll Call vote, with the following members of the County Council being present and voting as follows: Councilman Fuller, "Nay"; Councilman Long, "Aye"; Councilman Mayfield, "Aye"; Councilman Ricketts, "Aye"; Judge Moore, "Aye". Total "Aye" votes-4. Nay votes-1.

* * * *

(Judge Moore stated that this was the lowest and best bid meeting specifications.)

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL 9, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1)--NEW, 1976 CAR (FORD CUSTOM 500 OR EQUAL)
4-DOOR - 351 - V8 ENGINE
NYLON SEAT TRIM - H78 X 15 BLK. SIDE WALL TIRES
FACTORY AIR CONDITIONING - TINTED WINDSHIELD
LEFT HAND MIRROR - HEAVY DUTY SUSPENSION
AM RADIO - CRUISE-O-MATIC TRANSMISSION
POWER STEERING - POWER BRAKES
COLOR: OFF-WHITE, CREAM OR PALE GREEN

IN STOCK - IMMEDIATE DELIVERY $_____

DATE: APRIL 20, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE HELD IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/HM

APRIL TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL 9, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1)--NEW, 1976 CAR (FORD CUSTOM 500 OR EQUAL)
4-DOOR - 351 - V8 ENGINE
NYLON SEAT TRIM - H78 X 15 BLK. SIDE-WALL TIRES
FACTORY AIR CONDITIONING - TINTED WINDSHIELD
LEFT HAND MIRROR - HEAVY DUTY SUSPENSION
AM RADIO - CRUISE-O-MATIC TRANSMISSION
POWER STEERING - POWER BRAKES
COLOR: OFF-WHITE, CREAM OR PALE GREEN
Vinyl Seat
IN STOCK - IMMEDIATE DELIVERY $ 4392.44

DATE: APRIL 20, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE HELD IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

PKR/KM

STOCK # 1342
CREAM Color.

Bob Lee
Forest Cate Ford

NEWTON Chevrolet

WEST NINTH AND RIVERFRONT PKY.
CHATTANOOGA, TENNESSEE 37402

April 20, 1976

Mr. P. K. Richard
Director of Purchasing
Hamilton County, Tennessee
1110 Dayton Blvd.
Chattanooga, Tennessee 37405

Mr. Richard:

Please accept the below specified unit as our alternate bid on one (1) unit to order to meet the specifications per your invitation to bid dated April 9, 1976.

1976 Chevrolet Impala "S" four door sedan
350 CID V-8 engine
Cloth and Vinyl trim
G78 x 15, BSW, belted tires
Four season air conditioning
Tinted windshield
Left outside mirror
Heavy duty suspension
AM radio
Turbo Hydra-matic transmission
Power steering
Power disc brakes
Color - Cream (#50), or White (#11), see attached color chart

Net bid price is $ 4364.87. Delivery in 3½ to 5 weeks.

Yours truly,
NEWTON Chevrolet

Doug Dennett

Doug Dennett

APRIL TERM 1976

OFFICIAL SEAL

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
[illegible] JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL [illegible], 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1)--NEW, 1976 C/R (FORD CUSTOM 500 OR EQUAL)
4-DOOR 351 - V8 ENGINE
NYLON SEAT TRIM - H78 X 15 BLK. SIDE WALL TIRES
FACTORY AIR CONDITIONING - TINTED WINDSHIELD
LEFT HAND MIRROR - HEAVY DUTY SUSPENSION
AM RADIO - CRUISE-O-MATIC TRANSMISSION
POWER STEERING - POWER BRAKES
COLOR: OFF-WHITE, CREAM OR PALE GREEN

IN STOCK - IMMEDIATE DELIVERY $ [illegible]

DATE: APRIL 20, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE HELD IN THE OFFICE OF THE COUNTY PURCHASING AGENT, [illegible] DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING
(for)

PKR

Hold for Chev
[illegible] TN 37408

WARREN E. [illegible]

ED WRIGHT CHEVROLET CO
1700 Broad Street, Chattanooga
Tel: 61[illegible]

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL 9, 1976

INVITATION TO BID - HAMILTON COUNTY

SUBJECT: ONE (1)--NEW, 1976 CAR (FORD CUSTOM 500 OR EQUAL)
4-DOOR - 351 - V8 ENGINE
NYLON SEAT TRIM - H78 X 15 BLK. SIDEWALL TIRES
FACTORY AIR CONDITIONING - TINTED WINDSHIELD
LEFT HAND MIRROR - HEAVY DUTY SUSPENSION
AM RADIO - CRUISE-O-MATIC TRANSMISSION
POWER STEERING - POWER BRAKES
COLOR: OFF-WHITE, CREAM OR PALE GREEN

IN STOCK - IMMEDIATE DELIVERY $ 4142.90

DATE: APRIL 20, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE HELD IN THE OFFICE OF THE COUNTY PURCHASING AGENT, 1110 DAYTON BLVD.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

(Not in Stock)

PKR/HM

1. 678 x 15 BSW
2. 318-2BBL CID
3. Tint All Glass
4. 4 to 6 wk. Delivery
5. Net

Harrison Chrysler Plymouth
3500 Rossville Blvd
Chatt. Tenn. 37407
Gene Roberts Fleet Mgr

APRIL TERM 1976

ANDY TROTTER PONTIAC MERCEDES-BENZ FIAT & LANCIA

ANDY TROTTER, PRESIDENT

TELEPHONE (615) 265-4501

1976 PONTIAC CATALINA - 4 DOOR

Wheelbase 123.4
Engine - 350 V-8 2BBL
Seat - Vinyl Morrokide
Tires - HR 78-15 Steel Radial White Wall w/Rally Wheel
Air Conditioning - Custom Delco
Tinted Glass - Soft Ray all windows
Left Hand Mirror - Remote Control
Heavy Duty Suspension - Radial Tuned Suspension
AM Radio - Motorola
Transmission - 3 Speed Turbo-hydra-matic
Power Steering - Variable Ratio w/custom steering wheel
Power Brakes - Front Disc - Rear Drum

$4739.73

Delivery ~~Time~~
Appox ~~1~~-5 Weeks O.R.A.

Randolph Finnell

WHERE SERVICE IS IMPORTANT

P.O. BOX 2097 • 3150 BROAD STREET • CHATTANOOGA, TENNESSEE 37409

State of Tennessee
Hamilton County

APRIL TERM 1976

APRIL 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-17

TITLE ACCEPTING THE OFFER OF CRESWELL INDUSTRIES FOR A 1973 FORD F350 TRUCK AMOUNTING TO $3,000.00.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, AN OFFER WAS MADE TO CRESWELL INDUSTRIES FOR A 1973 FORD F350 TRUCK FOR THE WAREHOUSE AMOUNTING TO $3,000.00, SUBJECT TO COUNCIL APPROVAL.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE OFFER OF [redacted] CRESWELL INDUSTRIES IS HEREBY ACCEPTED.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Fuller, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this particular truck is a used van-type truck with a hydraulic lift on the rear. Judge Moore said that it is often necessary to transport supplies and equipment between various agencies in County government and that this year this type of moving will be quite pronounced. It is necessary to move the voting machines from storage to the various precincts at election times and each election costs about $1800 to get the machines moved. Since this year there are elections in May, August, and November, the cost of moving the machines during this year alone would exceed the cost of the van.)

APRIL TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL 21, 1976

SOME OF YOU WHO HAVE VISITED OUR CENTRALIZED WAREHOUSE KNOW THAT WE HAVE BEEN MAKING OUT WITH A ONE (1) TON VAN TRUCK AND A PICK-UP TRUCK DECLARED SURPLUS FROM THE MAINTENANCE DEPARTMENT. IT WAS KNOWN THAT WE NEEDED A COVERED LIFT GATE TYPE TRUCK AT THE BEGINNING, BUT WE HAVE TRIED TO MOVE AS ECONOMICALLY AS POSSIBLE IN GETTING A CENTRALIZED WAREHOUSE SET UP.

NOW THERE COMES A SECOND NEED FOR THIS TYPE OF TRUCK I AM ASKING YOUR PERMISSION TO BUY. CRESWELL INDUSTRIES IS IN THE PROCESS OF TRADING THIS TRUCK IN AND ARE ASKING $3500.00 FOR THE TRUCK. I HAVE GOTTEN THEM TO AGREE TO SELL TO US FOR $3000.00.

1973 FORD F350 TRUCK 360 ENGINE 4-SPEED TRANSMISSION

I ASKED MR. HOYT BRANHAM TO GO OUT AND CHECK THE TRUCK MECHANICALLY AND ALL CONDITIONS, AND HE REPORTED THAT IT IS IN EXCELLENT CONDITION AND HAS BEEN WELL TAKEN CARE OF. IT HAS AN ALUMINUM VAN BODY WORTH AT LEAST $2,000.00; A LIFT GATE ON BACK WORTH AT LEAST $1200 - $1800.00; THE TIRES ON THE FRONT ARE GOOD AND THE REAR TIRES ARE WORN BUT STILL HAVE TREAD.

IT COST APPROXIMATELY $1800.00 TO TAKE THE VOTING MACHINES OUT AND RETURN THEM LAST ELECTION; THIS YEAR WE HAVE THREE (3) ELECTIONS COMING UP. MR. BRANHAM FEELS IT IS A STEAL AT THIS PRICE. I FEEL IT WILL MORE THAN PAY FOR ITSELF DURING THE ELECTIONS AND THE WAREHOUSE WILL HAVE THE TRUCK THEY SO BADLY NEED.

FROM THE ECONOMIC STAND POINT IT IS MY OPINION WE SHOULD TAKE ADVANTAGE OF THE OPPORTUNITY BECAUSE IT WILL FULFILL THE TWO (2) JOBS WE SO SORELY NEED IT FOR.

PAUL K. RICHARD, SR.

State of Tennessee
Hamilton County

April 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-18

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY FOR FUNDING A PROJECT OF RESIDENTIAL TREATMENT FOR DRUG ABUSERS AND TO PROVIDE PAYMENT OF THE LOCAL CONTRIBUTION REQUIRED THEREFOR.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, by Resolution 376-8, the County Council authorized the County Judge to execute certain federal grant applications relating to Drug Abuse control and treatment projects to be undertaken by trained personnel at the Juvenile Court, the local contribution to be paid therefor in the amount of $1,003.75; and

WHEREAS, due to the non-funding of certain of the abovementioned projects by the source agency, the local contribution was not required to be paid and the funds allocated therefor not expended; and

WHEREAS, there continues to be a growing need for residential treatment of drug abusers and potential drug abusers, whereby the person involved would be removed from his/her existing environment for a short period of time not exceeding 28 days and would receive counseling in a positive environment; and

WHEREAS, pursuant to the provisions of the Crime Control Act of 1973 (42 U.S.C. 3701), the Tennessee Law Enforcement Planning Agency would provide grant funds totaling $19,800.00, including a local contribution of $1,100.00, for the residential treatment of drug abusers as mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to execute and submit the attached grant application to the Tennessee Law Enforcement Planning Agency for the purposes hereinabove described, the local contribution required therefor to be paid from funds previously allocated for related purposes.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

APRIL TERM 1976

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this is an application for funding that would provide for residential treatment of drug offenders in the juvenile area. It would be a match of $1100 on the part of the County with a contribution from LEPA of about $19,000. Judge Moore said that for Juvenile Court this was a much needed effort to attempt to resolve a problem and he felt that it was worthy of at least a try to help solve this problem area.)

STATE OF TENNESSEE

LAW ENFORCEMENT PLANNING AGENCY

Application is hereby made for a grant under the provisions of the Crime Control Act of 1973 (42 USC 3701) in the amount and for the purpose set forth in this application.

TLEPA USE ONLY
Date Stamp

1. State Program Under Which Application is Made:

Number: J-3 Title:

2. (a) System Component:
( )General ( ) Police ( )Judicial (X) Correctional
( ) Juvenile Delinquency
(b) Functional Area:

(c) Type of Application:
(X)Original ( )Continuation
(d) Has Application been submitted for A-95 review?
(X) Yes ( ) No

GRANT NUMBER
63A-76-5.04-J3

PROGRAM DESCRIPTER

Approved ( )
Disapproved ( )
Special Cond. ( )

3. Short Title of Project: (do not exceed one line)
Juvenile Rehabilitation
(Drugs and Narcotics - Residential Treatment for Hamilton County)

4. Applicant (Name, address and telephone number)
Hamilton County Juvenile Court
Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
(615) 698-4465

5. Project Director (Name, title address and telephone number)
Judge Dixie T. Smith
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
(615) 698-4465

6. Project Summary: Summarize, *in the space provided*, the most important parts of the project, including goals, impact, scope, and evaluation.
Under the present operation, the Juvenile Court is now providing casework and counseling services, referrals to and interaction with other community agencies in an attempt to combat the growing drug problem. In addition to these services, there seems to be a growing need for residential treatment of drug abusers and potential drug abusers.

It is the goal of this Court to provide residential treatment for the drug abuser and potential abuser through the availability of in-patient services, These services are available on a local level.

It is predicted that approximately 36 youthful offenders are in need of residential treatment for drug abuse or potential drug abuse resulting from conditions of their environment and/or adjustment problems.

The availability of residential treatment will great increase the effectiveness of the existing program. The Juvenile Court drug abuse program will then consist of counseling and casework services and interaction with community agencies, residential treatment services on a contractual basis as well as a follow-up program.

It is projected that evaluation of the residential treatment services will contribute to the overall effectiveness of this program in its attempt to reduce the recedivism of youthful drug offenders. The residential treatment services per se will be evaluated through an extensive follow-up program.

7. Grant Funds	8. Local Cont.	Buy-in	9. Total Funds:	10. Duration of Project:
$19,800.00	$ 1,100.00	$ 1,100.00	$ 22,000.00	From 7-1-76 To 6-30-77

TLEPA 1976 Grant Application

An additional 60 days will be allowed for reimbursement

LAW ENFORCEMENT PLANNING AGENCY

APPLICATION FOR ACTION GRANT

11. IDENTIFICATION OF PROBLEM: Describe nature, scope, and degree of the problem. This description explains your justification for submitting the grant application. Use meaningful facts and data to support need. (If additional space needed, attach additional sheets and number them 2a, 2b, etc.)

In Hamilton County there are approximately 40,000 potential adolescent drug abusers. This designated population includes males and females of various racial, social, and cultural backgrounds. Their minimum education level is sixth grade and their maximum education is some high school. These adolescents comprise drug abusers, potential drug abusers, and juvenile offenders. This population also includes the youth's families need of services for drug-related problems.

In the population described above, there are environmental influences conducive to drug abuse. These influences, and the youth's learned responses to them, potentiate the probability of drug abuse. In such cases a logical interventive reaction would be the removal of the abuser or potential abuser from the environment for a short period of time to provide him with personal and social tools necessary to cope with those stressful elements of his environment.

In counseling with the drug offender and his family on an out-patient basis, it is felt by the caseworkers in the program that removal from the existing environment for a short period of time would be beneficial in providing the necessary tools for responsible interaction within the environment. It is estimated that approximately three (3) youthful offenders a month can benefit from resident treatment. An important consideration, however, is the lack of necessary funds by the family to provide the professional in-patient services offered by private agencies.

12. PROJECT OBJECTIVES: This is a statement of needs to solve the problem. Give a concise statement of each of the objectives of the proposed project which are precise statements of the kinds of improvements sought. (If additional space is needed, attach additional sheets and number them 3a, 3b, etc.)

It is the objective of this proposal to provide residential treatment for drug abusers and potential drug abusers who have come to the attention of the Court by either a petition or referral by an interested person. Where possible, an attempt will be made to divert the youth to this program without a formal petition being filed. Youths will be referred to the program for the purpose of adjusting the individual to his environment both personally and socially.

There is a need for a residential treatment component on a contractual basis of the Court's drug program to provide comprehensive services for an average of three (3) youthful drug offenders per month.

A part of the residents will need treatment for more than one twenty-eight (28) day cycle. The program will make room for these youth repeating the cycle while making space to accept three (3) new referrals.

13. MEANS OF ACHIEVING THE OBJECTIVES: Describe the general method, procedure, or strategy for obtaining the objectives of the project and describe the operation of the project.(If additional space is needed, attach additional sheets and number them 4a, 4b, etc)

In order to provide comprehensive services to youthful drug offenders, the Juvenile Court sees two (2) possible courses of action to provide in-patient services to drug abusers and potential drug abusers.

The first of these alternatives is the least desirable. This proposal consists of the creation of a juvenile court drug treatment and rehabilitation center requiring facilities, professional staff, training maintenance, etc. with an approximate cost of $250,000 for a six (6) bed facility.

The second alternative is a more feasible approach to the problem. This proposal consists of the allocation of funds on a contractual basis for three (3) beds at an existing residential drug treatment center. The beds contracted for will be used exclusively for juvenile court referrals. Approximately two (2) of these beds will be used for male offenders and the remaining one (1) will be for female offenders. The availability of these beds to treatment component of this Court's comprehensive approach to drug abuse.

The Juvenile Court would enter into an agreement with the Council for Alcohol and Drug Abuse services whereby the Court would cover cost to house and treat cases referred by the Court. The procedure for dealing with a case follows:

A case in need of possible residential treatment would be staffed by the Juvenile Court Drug Department and the Council for Alcohol and Drug Abuse. This process shall be a pre-treatment consultation. Once a case has been deemed a possible candidate, he/she shall be processed by the intake staff of the Council services. A plan for residential treatment of twenty-eight(28) days will be formulated which will include professional services of the Center including a resident psychologist, Registered Nurse, counselor and Unit manager.

At the conclusion of the treatment plan a written evaluation and recommendation will be formulated. If it is felt that further treatment is necessary, provisions can be made for longer residential treatment.

Once the case is terminated from the treatment center it shall be referred back to the Juvenile Court Drug Department for necessary follow-up.

14. PROJECT EVALUATION: Describe the procedure of measuring the degree to which each objective of the project will be achieved. (If additional space is needed, attach additional sheets and number them 5a, 5b, etc.) Be sure to include the following: Continued on pg 5a

A.) Evaluation objectives: 1.) To determine effects of residential treatment in comparison with out-patient counseling on selected drug abusers who are lacking in various social skills; 2.) To show a 50% rate of rehabilitation from the Residential Treatment Center; 3) To cause a decrease by at least 10% of drug abuser arrests in Hamilton County.

B.) Date Sources: 1.)Court docket book includes name, sex, race and age of each drug abuser arrested and adjudicated, as well as type of offense, with the date and nature of disposition in each case. 2.) Caseworker's personal records include detailed information on book official and unofficial cases received, with complete social data and up-to-date status

C.) Method of obtaining Data: 1.) Caseworkers will compile data and present a statistical analysis for the first residential treatment program. year, and compare the statistics with the previous year when no residential treatment was available; 2.) The recidivism rate will be determined separately for the residential treatment recipients; then included in

D.) Analysis of Data: A statistical analysis of the data will be done to show correlations, deviations and effectiveness rates of persons that have completed the residential treatment program. For baseline data, from 1975, see the Appendix.

CONTINUED ON PAGE 5a

15. PROJECTED PROGRESS: Project the progress you expect to make on this project. The space provided is divided into 90 day periods and you are to indicate what percentage of the project should be completed during each three month period and in the narrative you are to describe specific accomplishments you expect to complete during each period. (If the project will be completed in less than one year, so indicate when it will be completed.)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
First 3 mos.	25%	Residential treatment contracted for and began; quarterly report
Second 3 mos.	25%	Residential treatment; quarterly report

14. PROJECT EVALUATION, Continued

B. Data Sources

of the case. 3.) Previous year's statistical analysis of juvenile drug abusers when residential treatment was not available.

C. Method of Obtaining Data

the overall recidivism rate for drug abusers for the year. The overall recidivism rate for the program year will then be compared with that of a non-program year. 3.) The recidivism rate will be computed by dividing the total number who were re-arrested one or more times during the program year, after the initial arrest the same year, by the total number of drug abusers processed through the Court during the fiscal year. The same method will be used for a previous non-program year. Likewise, the recidivism rate for those receiving residential treatment will be computed by dividing the total number of program recipients who were re-arrested during the year by the total number referred to the program during the year. The second year program recidivism rate can be compared with the first program year recidivism rate.

15. (Continued)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
THIRD 3 mos.	25%	Residential treatment; quarterly report.
Fourth 3 mos	25%	Residential treatment and yearly report. Program evaluation will be submitted within sixty (60) days of the completed fiscal year.

16. APPENDIX: Material not actually a part of the proposal is to be placed in the appendix. Such material will include brochures, letters in support of the program, literature, personnel specifications and statement of duties for all positions requested, etc. (Label each piece of additional material separately, i.e. Appendix A, Appendix B, etc., and indicate the number and title of each in the space below.)

APPENDIX NO.	TITLE
A	Baseline data
B	Consolidated Program of the Council of Alcohol and Drug Abuse Services
C	
D	

(IF ADDITIONAL SPACE NEEDED, ADD AN ADDITIONAL PAGE NUMBERED 6a, 6b, etc)

BASELINE DATA

Type of Drug Offender	WM	WF	BM	BF	Total
Alcohol	109	8	5	4	126
Volatile Substance	28	3	2	0	33
Marijuana	67	12	24	2	105
Other Drugs	35	14	4	0	53
GRAND TOTALS	239	37	35	6	317
Dismissed or adjusted	169	25	23	6	223
Placed on Probation (Social Services)	70	12	12	0	94
Services Provided:					
One-to-one counseling	70	12	12	0	94
Committed to Dept. of Corrections	4	0	0	0	4
Committed to Tenn. Preparatory School	0	0	1	0	1
Residential Placements	9	1	1	0	11
Medical Exam/Treatment	6	1	0	0	7
Psychological/Psychiatric testing/ treatment	13	1	2	0	16
Council on Alcohol & Drug Abuse Services, Inc.	7	1	1	0	9
Employment services	5	0	2	0	7
Vocational Rehab./Evaluation/Training	4	0	1	0	5
Auxiliary Probation Officers Program	5	2	1	0	8
Number Recidivists	23	2	7	0	32

At this point in time we are averaging 30-35 juvenile drug abusers per year who resist out-patient counseling due to environmental stress and poor coping skills, who constitute the recidivism class. Residential treatment could possibly reach this class of drug abuser and result in rehabilitated drug abusers and fewer juvenile arrests. This class of drug abusers is using a variety of drugs.

APPENDIX B

Council for ALCOHOL and DRUG ABUSE SERVICES, INC.

2436 Glass Street

Chattanooga, Tenn. 37406

Phone 698-8571

CONSOLIDATED PROGRAMS

DeWitt Hall

Hillandale

S.T.A.R. House

Alcohol and Drug Council

Foreword

On February 25, 1975, the Chattanooga Area Council on Alcoholism and Other Drug Abuse, Inc., Alcoholic Rehabilitation, Inc., and the Hillandale Center merged to become the Council for Alcohol and Drug Abuse Services, Inc. The consolidation was the result of a growing community interest in the umbrella concept of related community services, the need for close coordination of the services provided by the three Agencies, the encouragement of the Tennessee Department of Mental Health, the United Fund of Greater Chattanooga and the extensive study of an Ad Hoc Committee, composed of the representatives of the three organizations and of the public at-large.

The new Agency is intended to continue and expand the services of the existing organizations to provide an effective base for extending treatment, preventive, educational, and other community services to other geographical areas and, or developing services in the future.

The new organization plans to develop an individual membership base of a number of concerned individuals who would actively participate in the affairs of the Agency, assisting in securing financial support as well as to promote the general purposes and activities of the Agency.

The Central Offices of the new Corporation are located at 2436 Glass Street, near the intersection of Glass and North Chamberlain.

Synopsis

of

Facilities and Programs

Advantages of Consolidation

The consolidation provides a single effective organization with the capacity to offer, under voluntary, non-profit auspices, a variety of services to assist the chemically dependent population, their families, their employers, and others concerned about the individual and community problems arising out of alcoholism and other drug addiction.

Some of the specific advantages of the consolidation are:

1. Reduce duplication in use of informed and concerned volunteer leadership.

2. Reduce fragmentation of services.

3. Offers future economics through single administration, central purchasing, and qualifying for third-party payments, etc.

4. A single Board of Directors can determine program and financial priorities and be in a stronger position to seek proper funding from various sources.

5. Employees can function inter-changeably between programs or facilities on an assigned basis or during emergencies.

Lastly, the range and quality of services to be offered by the Consolidated Agency enhance its ability to generate client fees for service, third-party purchase of services, government grants, federal campaign support and special assistance from foundations, groups or individuals.

The consolidation has received the endorsement of State and National Organizations as well as local groups, individuals and organizations.

CENTRAL PROGRAM

The Central Office is located in East Chattanooga in an area which is easily accessible to all parts of the city and surrounding areas. The facility contains nineteen offices, four of which are used for Group Counseling Rooms. Contained in the Office is a complete Reference Library including audio-visual aids. A Conference Room is available for Board Meetings, workshops, and educational programs. Ample parking space is available to accomodate clients and visitors.

The program is divided into two distinct program service areas--community services and out-patient and follow-up services.

I. Community Services

This program is geared to serve the general public and is aimed primarily at information, referral, education, prevention, training and coordination. It offers the following services:

a. Pre-treatment Consultation and Referral
b. Public Information
c. Book and Film Library
d. Seminars and Workshops
e. Industry Program
f. Education and Training
g. Agency coordination and planning
h. Statistical collection and reporting
i. D.W.I. Re-education Program

II. Out-patient and Follow-up Services

This program serves non-resident clients with alcohol and drug problems and their families, families of resident clients and post-discharge follow-up of resident clients. It provides the following services:

a. Individual counseling
b. Supportive services for family members
c. Group counseling
d. Vocational Assistance
e. Follow-up Services

DE WITT HALL

This facility is located in the residential center of inner Chattanooga on a large well-landscaped lot which provides a maximum of privacy and pleasant surroundings for outside activities. Twelve females can be accomodated in the open and luxurious house which has been completely redecorated to provide a cheerful, home-like atmosphere. Included in the eighteen-room facility is a fully-stocked library and a private chapel.

This program offers a long-term transitional program for the late-stage female alcoholic and a short-term intensive program for the female alcoholic desirous of returning to her family after four weeks of residency. A program is currently being developed to serve four young drug abusers. Program activities include: (1) Individual and group counseling, (2) non-verbal communication, (3) transactional analysis, (4) art appreciation classes, (5) serving skills, (6) tours, (7) alcohol and drug education, (8) social activities, (9) nutrition, (10) physical activities, and (11) post-discharge follow-up.

HILLANDALE

Seven buildings make up this facility which is located in an eighty-acre secluded mountain retreat located on Signal Mountain, fourteen miles from Chattanooga. The spacious, modern dormitory facilities can accomodate thirty male residents. In addition, there is a separate cottage which is to be remodeled to accomodate ten youth drug abusers. A mountain lake is available for swimming, boating and fishing and miles of serene mountain trails make hiking a popular pastime.

A variety of rehabilitative activities are offered in this multi-disciplinary and multi-phasic program. Residents are encouraged to remain in the program a minimum of twenty-eight days. Program activities include: (1) Group and individual counseling, (2) psychological testing, (3) lectures and films, (4) arts and crafts, (5) social activities, (6) family counseling, (7) A.A. orientation and attendance, (8) recreatic therapy, and (9) medical services referral.

Upon discharge, the program participant is referred to the Central Program for out-patient counseling.

Occupational Services Program

It is estimated that in the United States eight percent of any employee group is having a serious problem with alcohol that is directly affecting their job performance. It is further estimated that another two percent are experiencing job performance difficulties due to problems such as drug abuse, marital conflict, family problems, and other emotional and behavioral disorders. Billions of dollars are lost annually due to these personal problems that adversely affect job performance and therefore, productivity. Chattanooga's estimated annual loss alone is approximately half a million dollars. Chances are that you are experiencing some of these losses in your organization.

This Council provides the following services to all employers in the Chattanooga area:

1. Consultation with top-level management and labor officials for determination of the need for a troubled employee program.

2. Assistance in developing a troubled employee program which utilizes fully the comprehensive services within the Council for Alcohol and Drug Abuse Services.

3. Orientation of all levels of management and supervision.

4. Development of a close working relationship with the designated coordinator of the troubled employee program.

5. Consultation with all levels of management and supervision and labor officials, when necessary.

6. Assistance in the development of printed materials for the distribution to employees and their family members.

7. Continuation of training or orientation for new supervisors and managers.

8. Maintenance of close liaison with labor and management officials concerning the problem employee program and to work in conjunction with these people when changes or adjustments might be necessary in the program.

9. Consultation on group health insurance coverage.

S.T.A.R. HOUSE

This facility is privately located on five acres of land within the city limits of Chattanooga, at the foot of Lookout Mountain. Twenty men are accomodated in six large bedrooms. In addition, the facility has seven other large rooms and a basement which provides laundry facilities and storage space. Spacious, wooded grounds provide ample room for outdoor activities.

This program provides a semi-protective home for the alcoholic who appears to need a long-range residential program. This program is classified as a transitional program which allows the alcoholic to seek day employment after three weeks of residency and remain in the evening program for three to six months. Program activities include: (1) Individual and group counseling, (2) Lectures and films, (3) medical services referral, (4) A. A. orientation and attendance, (5) vocational counseling and job placement, (6) recreational activities, and (7) out-patient follow-up.

Delivery of Services

from January 1, 1974 through December 31, 1974

Combined Programs

Number of Individuals - 1,668

Number of Families - 65

Number of talks, lectures in schools - 45

Number of radio, t.v. appearances - 14

Number of meetings--Community, schools, City Government - 53

Number of Evening meetings, family groups - 104

Number of referrals from Industry, commercial installations - 48

Number of self-referrals via radio spots, telephone directory, lectures, workshops, newsletter, and t.v. appearances - 1,329

Number of referrals from Council for Alcohol & Drug Abuse Services to Clinics, Hospitals, treatment and rehabilitation agencies, Alcoholic Anonymous, Ala-non, and Ala-teen - 576

Number of industrial and commercial companies with whom the Council is working formally and informally on the Occupational Program outlined herein - 18

Financing the Consolidated Programs

Based upon the experience of the three Agencies now consolidated, the Board of Directors faces challenging financial problems. These include:

1. The operating budget proposed for the Consolidated Agency calls for increased United Fund support, continued, and greater, if possible, financing by the State of Tennessee, and an extraordinary effort to earn income from privately paying residents, third-party reimbursements, counseling fees and other sources.

2. The establishment of adequately funded county branches in a nine-county area adjacent to Hamilton County. These branches will not only provide services in the counties in which they are located, but will establish cooperative relationships with physicians, clergy and other sources of referral of individuals to be served in the residential and transitional care programs.

3. Securing funds for operation at an essential level, capital improvement and the retirement of pressing outstanding liabilities together with the problem of protecting and conserving the Hillandale property until it is fully staffed and re-opened.

4. Soliciting capital gifts and/or contributions in labor or other kind for the general renovation of the Council's properties, especially Hillandale and its unit for the rehabilitation of young, male drug abusers.

The Council's program outlined herein is a challenging and ambitious one, and in many respects unique and innovative. It has the endorsement of the United Fund of Greater Chattanooga, the Tennessee Department of Mental Health, Hamilton County, the Department of Vocational Rehabilitation, and certain foundations. The potential of its over-all program for a comprehensive and superior plan of serving individuals in desperate need of help, to the community of greater Chattanooga, and its outlying areas is great. The critical financial need, in order to establish soundly a promising beginning is outlined on the following page. Generous support now will make the difference.

Funding Sources

United Fund of Greater Chattanooga

Tennessee Department of Mental Health

Hamilton County

Department of Vocational Rehabilitation

Resident Fees

Program Service Fees

Individual Contributions

Foundations

Membership Dues

Statement of Funds

The following is a statement of funds received, disbursed, and needed to establish the Consolidated Program:

Received and Disbursed	$62,750
Committed for 1975	5,000
Committed for 1976	5,000
Total	$72,750
Needed New for Capital Improvement and Outstanding Liabilities	39,000
Needed for Supplementary Operating Costs Phasing-in Period:	
1975	$20,000
1976	24,000
1977	16,000
	$99,000
NEEDED 1975	$59,000
NEXT TWO YEARS	40,000
TOTAL	$99,000

Board of Directors

17. BUDGET SUMMARY FOR GRANT PROJECTS: Enter totals by category as detailed on pages 8 and 9 of this application. This budget should be based on a grant year, (12 months or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
Personnel			
Travel			
Consultant Services	$22,000.00	$19,800.00	$2,200.00
Supplies & Operating Expenses			
Equipment			
Other (specify)			
TOTAL	$22,000.00	$19,800.00	$2,200.00
Percentage	100%	90 %	10 %
State Buy-in-50% of Matching Funds or $ 1,100.00			

NOTE: Grant fund total cannot exceed 90% of the total project cost, and matching funds total must be at least 10%. Buy-in is 5% of the total project cost.

18. DETAILED PROJECT BUDGET: The budget must be completed in detail with amounts rounded to the nearest whole dollar. The budget should cover the entire project period or twelve months, whichever is less.

The budget has separate columns to show which costs or budget elements will be supported from grant funds and which from grantee matching (cash) contributions. Only matching funds expended after the date of the grant award date can be counted as matching contributions.

18. (continued) whenever the space for any budget category is inadequate to permit listing of all items, the notation, "See Continuation Sheet" should be entered, category totals should be inserted and all items in the category should be listed on a continuation page numbered 8a, 8b, or 9a, 9b, etc.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

A. PERSONNEL: List each position by title, show the annual salary rate and the percentage of time devoted to the project by the employee. (List position specifications in appropriate Appendix-see item 16)

i. Salaries			
ii. Employee Benefits			
TOTALS			

B. TRAVEL: Itemize travel expenses of project personnel by purpose (i.e. mileage, room and board). In training projects, where travel and subsistance of trainees is included, this should be separately listed indicating the number of trainees and unit costs involved.

TOTALS			

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS

C. CONSULTANT SERVICES: List each type of consultant or service, the proposed fee rates, and the amount of time to be devoted to such services.

Bed space contracted for at $15 per day for boys and $10 per day for girls. For specific services provided under contract see attached pg 9a.	$22,000.00	$19,800.00	$2,200.00
TOTALS	$22,000.00	$19,800.00	$2,200.00

D. SUPPLIES & OPERATING EXPENSES: List items within this category by major type (i.e. office supplies, telephone and postage, equipment rental, etc.) and show basis for computation ("x" dollars per month for office supplies, "y" dollars per month for telephone, etc.).

TOTALS			

E. EQUIPMENT: Each type of item to be purchased should be separately listed with unit cost.

TOTALS			

F. OTHER (specify): List each item and the cost.

TOTALS			

TOTAL PROJECT COST	$22,000.00	$19,800.00	$2,200.00

(Sum of the above category totals or all individually listed budget items)

CONTRACTED SERVICES WITH

WITH HILLANDALE AND DEWITT HALL

A variety of rehabilitative activities are offered in this multi-disciplinary and multi-phasic program. Residents are encouraged to remain the program and a minimum of twenty-eight days. Program activities include: 1.) Group and individual counseling, 2) psychological testing, 3.) lectures and films, 4.) arts and crafts, 5.) social activities, 6.) family counseling, 7.) A.A. orientation and attendance, 8.) recreational therapy, 9.) medical services referral, 10.) drug education, and 11.) post discharge follow-up.

Upon discharge, the program participant is referred back to the Juvenile Court program for out-patient counseling.

19. BUDGET ITEMS FOR CONSTRUCTION GRANTS: This section will be completed ONLY when grant applications includes CONSTRUCTION. In such cases grant funds will be awarded for up to 50% of the construction cost and NO FUNDS WILL BE UTILIZED FOR THE PURPOSE OF PURCHASING LAND.

ITEM	TOTAL	GRANT FUNDS	MATCHING FUNDS
Contractor's Cost			
Materials Cost (if not in contract)			
Other (specify)			
TOTAL			
	100%	50%	50%

NOTE: All applications for construction grants will be required to have the SUPPLEMENTAL CONSTRUCTION FORM attached to this application.

Obtain the SUPPLEMENTAL CONSTRUCTION FORM from the Tennessee Law Enforcement Planning Agency, Capitol Hill Building, 201 Seventh Avenue South, Nashville, Tennessee 37219.

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20. STANDARD GRANT CONDITIONS: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the Tennessee Law Enforcement Planning Agency.

A. REPORTS: Each grantee shall submit such reports as the Tennessee Law Enforcement Planning Agency shall reasonably request.

B. COPYRIGHTS: Where grantee programs produce original books, manuals, films, or other copyrightable material, the grantee may copyright such, but the Tennessee Law Enforcement Planning Agency reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to publish and use such materials.

C. PATENTS: If any discovery or invention arises or is developed in the course of or as a result of work performed in a grantee program, the grantee shall refer the discovery or invention to the TLEPA which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with Federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

D. DISCRIMINATION PROHIBITED: No person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 93-83 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518)b) of PL 93-83, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

E. USE OF FUNDS: Any funds awarded are to be expended only for the purposes and activities covered by the applicant's approved application and budget.

F. TERMINATION OF AID: This grant may be terminated in whole or in part by the Tennessee Law Enforcement Planning Commission at any time the Commission finds a substantial failure to comply with the provisions of PL 93-83, or regulations promulgated thereunder, including these grant conditions or plan, application or contract obligations, but only after notice and hearing pursuant to Commission regulations and all procedures set forth in 510 and 511 of PL 93-83.

G. INSPECTION AND AUDIT: The Tennessee Law Enforcement Planning Commission or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, which pertain to the project funded under this grant.

H. MAINTENANCE OF RECORDS: All appropriate grant records and accounts will be maintained and made available for audit as prescribed by the Commission.

I. USE OF OTHER FEDERAL FUNDS PROHIBITED: This project will not be financed in whole or in part by other federal funds.

J. SUPPLANTING PROHIBITED: The federal funds herein awarded are not to supplant local funds, but are to be used to increase the amount of funds that would otherwise be available for this project.

K. ALLOWABLE COSTS: The allowability of charges made to funds granted under Part C and Part E of Title I of the Act, as amended, shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Bureau of the Budget Circular No. A-87 entitled "Principles for Determining Cost Applicable to Grants and Contracts with State and Local Government" (May 9, 1968) and interpreted and amplified in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

L. WRITTEN APPROVAL OF CHANGES: Grantees must obtain prior written approval from Tennessee Law Enforcement Planning Agency for major project changes. These include (a) changes of substance in project activities, designs or research plans, set forth in the approved application, (b) changes in the project director or key professional personnel identified in the approved application, and (c) changes in the approved budget.

M. FISCAL REGULATIONS: The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Tennessee Law Enforcement Planning Commission, consistent with the purposes and authorizations of PL 93-83 including those set forth in the Tennessee Law Enforcement Planning Agency Financial Management Manual.

N. CRIMINAL PENALTIES: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration, shall be fined not more than $10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this title or in any records required to be maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this title, whether received directly or indirectly from the Law Enforcement Assistance Administration shall be subject to the provisions of Section 371 of Title 18, United States Code.

O. CLEAR AIR ACT VIOLATIONS: In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seg., as amended by PL 91-604; and Executive Order 11602, subgrants or contracts will not be made to parties convicted of any offense under the Clear Air Act.

P. RELOCATION PROVISIONS: The grantee shall assure that any program under which LEAA financial assistance must be used to pay all or part of the cost of any program or project which will result in displacement of any person shall provide that;

(a) Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General of the United States.

(b) Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General of the United States.

(c) Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General of the United States.

The authority for this provision is found in the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970", PL 91-646; 84 Stat 1894.

Q. ENVIRONMENTAL IMPACT: Any application for subgrants, subcontracts, etc., involving; (i) the construction, purchase, lease or alteration of facilities; (ii) the implementation of programs involving the use of herbicides and pesticides; (iii) other actions determined by the Regional Administrators to possibly have a significant effect on the quality of the environment, must include either a draft environmental statement as required by Section 102(s)(c) of the National Environmental Policy Act or a declaration that the proposed action will not have a significant impact on the environment. Before accepting a negative declaration, Tennessee Law Enforcement Planning Agency will refer the application to the Law Enforcement Assistance Administration Regional Administrator who shall review the subgrant application and verify that an environmental statement is not necessary.

R. HISTORIC SITES: Before approving subgrant programs involving construction, renovation, purchasing or leasing of facilities the State Planning Agency shall consult with the State Liaison Officer for historic preservation to determine if the undertaking may have an effect on properties listed in the National Register of Historic Places. If the undertaking may have an adverse effect on the listed program properties the State Planning Agency must notify LEAA before proceeding with the Program.

S. RECORDING AND DOCUMENTATION OF RECEIPTS AND EXPENDITURES: Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

T. APPLICABILITY OF STATE AND LOCAL PRACTICES: Except where inconsistent with federal requirements, State procedures and practices will apply to funds disbursed by the TLEPA and local procedures and practices to funds disbursed by such units. Bureau of the Budget Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Government," must be complied with by grantees with respect to the treatment of specific items and their cost allowability.

U. CONTROL OF FUNDS AND TITLE TO PROPERTY: The title and control of Part E funds and title to property may not be transferred to private agencies, profit-making or otherwise, even though these may be utilized in the implementation of Part E efforts including the purchase of services and Part E funds and property will not be diverted to other than correctional uses.

V. CONSTRUCTION GRANTS: All construction grants will also include all additional conditions set forth in the Supplemental Construction Form which must be attached to this application.

21. SPECIAL GRANT CONDITIONS: Special Conditions may be added to this grant application at the discretion of the TLEPA. Notice of such Special Conditions will be given at the time the Grant Agreement is delivered to the grantee, and such Special Conditions and Grant Agreement become a binding contractual commitment and are made an inseparable part of the approved application.

22. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964: The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, creed, sex, or national origin be excluded from praticipation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

23. PROJECT IMPLEMENTATION:

(a) Within 60 days after the acceptance of the subgrant award, the subgrantee will submit a project implementation report specifying the steps taken to initiate the project and, if the project has not commenced, the reasons for delay and the expected starting date.

(b) If a project is not operational within 90 days after date of award or scheduled project starting date, further special statement explaining delay in implementation must be submitted to the Tennessee Law Enforcement Planning Agency. TLEPA may either cancel the project, deobligating the awarded funds, or where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90 day period.

24. ASSUMPTION OF COST: The applicant hereby agrees that should the project described herein prove to be valuable in reducing crime or improving the Criminal Justice System, the cost of such improvements will be assumed by the applicant after a "reasonable period of Federal Assistance." Minimum assumption of cost as established by the TLEPC reflects the following funding ratios:

First year of funding at 90/10 - Second year of funding at 80/20 - Third year of funding at 75/25 - Fourth and final year of funding at 50/50.

Applications of training, technical assistance and educational programs are exempt from the assumption of cost schedule as the TLEPC will make a determination on any annual basis regarding cost assumption for these projects.

AFFIRMATION AND SIGNATURE OF AUTHORIZED OFFICIAL

I hereby affirm that the information contained in this application is, to the best of my knowledge and ability, a true and accurate statement.

DATE

SIGNATURE

TITLE

FOR TLEPA USE ONLY

This grant application has been reviewed by the staff of the Tennessee Law Enforcement Planning Agency, and I recommend

[] Approval of the application as submitted

[] Approval of the application with Special Conditions attached

[] Disapproval

DATE

Director, TLEPA

SUPPLEMENT I

1976 GRANT APPLICATION

REGIONAL PLANNER COMMENTARY

APPLICANT (AS APPEARS ON APPLICATION)

Hamilton County Juvenile Court
Dixie T. Smith, Judge
224 N. Highland Park Avenue
Chattanooga, Tennessee 37404
Phone (615) 698-4465

PROJECT TITLE: Juvenile Rehabilitation (Drugs & Narcotics - Residential Treatment for Hamilton County)

REGIONAL OR LOCAL PROGRAM Local

APPLICATION PREPARED BY: Dixie T. Smith, Juvenile Judge

A. WHAT EFFECT WILL OR COULD THIS PROJECT HAVE ON OTHER JURISDICTIONS?

Will reduce drug abuse by the use of drug treatment

B. IF THE PROJECT IS APPROVED WITH A LESSER AMOUNT OF FUNDS, HOW WILL IT B AFFECTED?

This project will not be as effective

C. HAS THE PROJECT BEEN SUBMITTED FOR OMB CIRCULAR A-95 REVIEW? YES x NO

D. COMMENTS:

I do endorse this project since it will assist in the rehabilitation of drug abusers and will return them to the society as useful citizens. This project will also help reduce illicit use of drugs.

RECOMMENDATIONS:

Unanimous approval was given on 26 January 1976, by the Chattanooga/Hamilton County Criminal Justice Coordinating Council.

TLEPA USE ONLY:

GRANT NO.

SIGNATURE OF REGIONAL PLANNER

Clyde L. Willhoit
Chief - Support Services

DATE 3-24-76

NOTIFICATION (FOR CLEARINGHOUSE ONLY)

1. Applicant Agency and Address Hamilton County Juvenile Court Dixie T. Smith, Judge 224 N. Highland Park Avenue Chattanooga, Tennessee 37404 Phone (615) 698-4465	2. Project Title Juvenile Rehabilitation (Drugs & Narcotics - Residential Treatment for Hamilton County)	3. X New Applicatio ___Supplement ___Continuation ___Revision
4. Congressional District 3rd	5. Development District Southeast	

6(a) Project Description (Attach MAP as requested in Instructions, Item 6)

Under the present operation, the Juvenile Court is now providing casework and counseling services, referrals to and interaction with other community agencies in an attempt to combat the growing drug problem. In addition to these services, there seems to be a growing need for residential treatment of drug abusers and potential drug abusers.

It is the goal of this Court to provide residential treatment for the drug abuser and potential abuser through the availability of in-patient services. These services are available on a local level.

It is predicted that approximately 36 youthful offenders are in need of residential treatment for drug abuse or potential drug abuse resulting from conditions of their environment and/or adjustment problems.

The availability of residential treatment will greatly increase the effectiveness of the existing program. The Juvenile Court drug abuse program will then consist of counseling and casework services, referral services and interaction with community agencies, residential treatment services on a contractual basis as well as a follow-up program.

It is projected that evaluation of the residential treatment services will contribute to the overall effectiveness of this program in its attempt to reduce the recedivism of youthful drug offenders. The residential treatment services per se will be evaluated through an extensive follow-up program.

6(b) Name, Address, and Telephone Number of Engineering Consultant N/A

7. Will a Federal agency from whom you are asking funding assistance for this activity require that an environmental impact statement be prepared on the activity? YES____ NO X. (If yes, attach to this form a brief statement of the nature of the environmental effects anticipated.)

8. Estimated Costs		9. Federal Program(s) and Agency(ies)
Basic Federal	19,800.00	a. Basic
Other Federal		U.S. Code or Public Law No.
State	1,100.00	b. Other
Local	1,100.00	U.S. Code or Public Law No.
Other (Specify)		10. On what date will formal application be submitted?
TOTAL	22,000.00	

11. Grant Period July 1, 1976 to June 30, 1977	13. Source of Non-Federal Funds (new money, in-kind, bond issue, etc.)
12. State Agencies and/or Development Districts Contacted Concerning Project	

14. Name and Title (print or type)	15. Telephone	16. Date
Clyde L. Willhoit Chief of Support Services Chattanooga Police Department	(615) 757-5331	24 March 1976

State of Tennessee
OFFICE OF URBAN AND FEDERAL AFFAIRS

FORM G-1 Revised (October '72)

State of Tennessee
Hamilton County

APRIL 21, 1976
DATE (MONTH, DAY, YEAR)

APRIL TERM 1976

RESOLUTION

NO. 476-19

TITLE ACCEPTING THE BID OF IBM CORP. FOR 83,000 BALLOT CARDS FOR THE ELECTION COMMISSION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR 83,000 BALLOT CARDS FOR THE ELECTION COMMISSION.

WHEREAS, THE BID OF IBM CORP. WAS CONSIDERED TO BE LOWEST AND BEST BID RECEIVED:

DEMOCRATIC - 52,350 AT $21.64 PER THOUSAND PLUS $374.02 SET UP CHARGE
REPUBLICAN - 31,350 AT $21.48 PER THOUSAND PLUS $338.40 SET UP CHARGE

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF IBM CORP. IS HEREBY ACCEPTED, SAID BID BEING THE LOWEST AND BEST RECEIVED. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this is the best bid.)

IBM

International Business Machines Corporation
600 Jefferson Avenue
Memphis, Tennessee 38105

March 25, 1976

Mr. Tom Moore, Jr., Registrar
Hamilton County Election Commission
123 East 7th Street
Chattanooga, Tennessee

Dear Mr. Moore:

Thank you for your order of 1976 election vote recording cards. These cards will be produced with the specifications shown on the attachments.

We have scheduled your order for shipment on or about May 7, 1976. The cards are shipped FOB, Greencastle, Indiana. Payment terms are net 30 days and appropriate sales and use taxes will be added. We will produce the exact number of election cards per type ordered; however, if that number is not an even thousand, you will be billed at the next higher thousand; i.e., 3700 cards, billing at 4000 cards.

We would like to call your attention to our terms and conditions, including warranties, which are applicable to this sale as defined on the attached IRD Supplies Agreement. These terms and conditions are included by reference. Please indicate your acceptance of our terms and conditions and your approval of the order by signing and returning the duplicate copy of this letter to us.

It is suggested an inspection of the cards be made at the time of receipt to ensure that your requirements have been met. Such a procedure will maximize the time available in case corrective action is needed.

We look forward to being of assistance and contributing to a smooth and successful election. Please contact me if you have any questions or corrections you wish to make to this order.

Yours truly,

L. J. Sadler

L. J. Sadler
Area Manager
Information Records Division

:st

ACCEPTED: _____
Customer Name

Attachments

BY: _____
Authorized Signature

cc: Mr. John W. Hurd
Computer Election Systems
1188 Mary Jane Cove
Memphis, Tenn. 38116

_____
Date

-787-

The cards will be produced from IBM printing plate K13570, using the 228 format. General and local election vote cards will be printed on natural (buff) stock; Democratic Primary cards on white stock, and Republican Primary cards on blue stock. All cards will be stapled 50 per pad.

TYPE ELECTION	DATE	QUANTITY	APPROXIMATE PRICE PER M CARDS	SET-UP CHARGE
Demo Primary	5/25/76	52,350	21.64	374.02
Rep Primary	5/25/76	31,350	21.48	338.40

SHIPMENT

Shipment will be made in accordance with the delivery schedule which is mutually agreed to by the Customer and IBM, subject to conditions beyond IBM's control, including but not limited to the availability of raw materials.

PRICE PROTECTION

Unless otherwise specified by IBM in writing on the front of this Agreement or by addendum, prices are subject to change without notice. Should a price increase occur, the Customer, at his option, may terminate this Agreement provided written notice is given to IBM within fifteen (15) days from the date of a price increase; otherwise the higher prices shall be effective.

(✓) TERM

This Agreement will run for one year from the Effective Date.

PRICING

General

All prices are FOB shipping point, unless otherwise stated. Terms are net thirty (30) days from date of invoice. If a price is reduced during the term of this Agreement, Supplies which are shipped on or after the Effective Date of the price reduction will be invoiced at the new price.

All order charges, if applicable and so indicated on the face hereof, will apply to any order or group of orders for any quantity of the Supplies shipped at one time from one IBM location to any number of ship-to locations.

Cards and Paper Forms

Card prices are exclusive of any applicable composition charges which will be added to such prices. The price of cards and paper forms is based on the total quantity ordered for shipment to a single location from a single plant. An additional destination charge, when applicable, will be applied for each additional destination or invoice beyond the first.

For Customers ordering cards under the provisions of the Uniform Purchase Program, the uniform base price for cards, exclusive of features, shown on the face of this Agreement applies to all shipments made during the term of this Agreement except as prices may be increased in accordance with the provisions of the clause entitled "Price Protection." In consideration for this base price, the Customer agrees to accept a minimum of three shipments and to submit orders of at least the minimum order quantity shown. An order consists of the total quantity of cards shipped at one time from one IBM plant. An added charge will be applied for each additional destination or invoice beyond the first. In the event the Customer's orders fall below the agreed-to minimum, the then generally applicable below minimum charge will be added to the invoice for that order.

Magnetic Tape

Unless otherwise indicated, the minimum order quantity at the price shown herein is ten (10) reels of any length. Less than ten (10) reels are available only at IBM's then current one-to-nine reel prices. Reels so purchased will be credited toward fulfillment of the Agreement quantity.

The total Agreement quantity is expressed in 2400 foot equivalents. The price for all lengths of tape is determined by this quantity. If the Customer is not under an IRD Supplies Agreement, the price is determined by individual order size.

Ribbons and DP Supplies

Prices are FOB delivered.

QUANTITY

All paper forms orders are subject to an over- or underrun of a maximum of 10%.

Customer agrees to accept delivery of the Supplies ordered hereunder in quantities no less than IBM's established minimum shipping quantities and in multiples of IBM's standard packaging quantities and, for IRD Supplies Agreement customers, in any event within one year after the Effective Date.

The quantities of Supplies shown on the face of this Agreement represent a firm commitment by Customer to take delivery of such Supplies. This Agreement may be cancelled by IBM if the Customer's ordering rate does not support the Customer's quantity commitment.

If at any time Customer forecasts purchasing a different quantity of Supplies, IBM, at the Customer's request, will renegotiate this Agreement specifying the changed quantities of Supplies and the applicable price and terms. The new prices and terms will apply to all shipments made thereafter.

TAXES

Unless a tax exemption certificate acceptable to IBM is provided by the Customer, there will be ad to the prices herein amounts equal to any taxes, however designated, levied or based on such prices or this Agreement or, the Supplies, including State and local privilege or excise taxes based on gross revenue, any taxes or amount in lieu thereof, paid or payable by IBM in respect to the foregoing, exclusive, however, taxes based on net income.

SUBSTITUTIONS/DELETIONS

At any time, IBM may delete from this Agreement any Supply item listed herein. If such withdra results Customer using a reduced amount of Supply items, IBM will not increase the applicable price fo ch Sup items during the then current term of the Agreement. In addition, at Customer's request, IBM w ancel Agreement and negotiate a new Agreement for any substitute Supply item which IBM generally ors for at the then applicable prices and terms.

TITLE AND RISK OF LOSS

Unless otherwise stated, title to and risk of loss or damage to Supplies will pass to Customer upon delivery Supplies by IBM to the carrier for shipment.

ACCEPTANCE

Acceptance of this Agreement is contingent upon a satisfactory credit report and, with regard to the de amounts stated herein, the absence of any mathematical error. The date on which Customer signs this Ag ment, if subsequently accepted by IBM, will be the Effective Date.

SECURITY INTEREST AND DEFAULT

IBM reserves a Security Interest in the Supplies listed herein or to be ordered in the future under this Agreem in the amount of their purchase price. These interests will be satisfied by payment in full. At any time a signature by Customer, a copy of this Agreement may be filed with appropriate State authorities as a financ statement in order to protect IBM's Security Interest. Such filing does not constitute acceptance of this Ag ment by IBM.

If Customer defaults hereunder, or if a petition in bankruptcy is filed by or against Customer:

1. IBM, in addition to other remedies, may repossess any Supplies which were previously delivered h under and for which payment has not been received;
2. IBM may refuse to make further shipments of Supplies; and
3. Customer agrees to pay IBM's costs and expenses of collection and/or repossession, maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due here

In addition, either party may terminate this Agreement for failure of the other to comply with an or conditions.

WARRANTY/REMEDY

Except for magnetic tape, which is covered by separate tape warranty attached hereto subject to the lim tions contained in paragraph "GENERAL," IBM warrants the Supplies to be free from defects in mate and workmanship at the time of delivery. If the Customer believes that the Supplies furnished hereun do not meet the terms of this warranty, IBM will, at the Customer's request, inspect the Supplies, and found defective upon inspection, IBM will, as Customer's exclusive remedy, repair or replace the defect Supplies provided that Customer returns said defective Supplies promptly to IBM. This warranty expi one year after shipment of the Supplies. The provisions of this Warranty will not apply in case of impro use, storage, transportation or malfunctioning equipment.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHA TABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY TO THE SUPPLI

GENERAL

IBM WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDI BUT NOT LIMITED TO LOST PROFITS. This Agreement constitutes the entire contract betw Customer and IBM. The foregoing terms and conditions will prevail notwithstanding any variance the terms and conditions of any order submitted by Customer with respect to the purchase of Supplies. T Agreement shall be governed by the laws of the State of New York. This Agreement may only be chan by mutual written agreement. This Agreement is not assignable without written permissio m I No action, regardless of form, arising out of the transactions under this Agreement, may b ought either party more than one year after the cause of action has accrued, except that an actior nonp ment may be brought within one year of the date of last payment.

(✓) APPLICABLE TO IRD SUPPLY AGREEMENT ONLY.

State of Tennessee
Hamilton County

APRIL TERM 1976

APRIL 21, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 476-20

TITLE ACCEPTING THE BID OF PARAMOUNT SERVICES FOR ONE (1) YEARS SUPPLY OF PRINTING OF CERTAIN ITEMS FOR THE ELECTION COMMISSION.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR ONE (1) YEARS SUPPLY OF PRINTING OF CERTAIN ITEMS FOR THE ELECTION COMMISSION.

WHEREAS THE BID OF PARAMOUNT SERVICES WAS THE ONLY BID RECEIVED.

NOW, THEREFORE BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF PARAMOUNT SERVICES IS HEREBY ACCEPTED, SAID BID BEING THE ONLY ONE RECEIVED. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted on a Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this complied with the law in County government of advertising for bids.)

APRIL TERM 1976

OFFICE OF
HAMILTON COUNTY ELECTION COMMISSION
HAMILTON COUNTY COURT HOUSE ANNEX
123 EAST 7TH STREET
CHATTANOOGA, TENNESSEE 37402
TELEPHONE 265-0284

CHARLES W. HINSON
CHAIRMAN
JOHN CURTIS
VICE CHAIRMAN
CLAUDE CLARK, JR.
SECRETARY
MRS. TOMMIE CARTER
COMMISSIONER
JAMES W. PENLEY
COMMISSIONER

TOM MOORE, JR.
REGISTRAR-AT-LARGE
CHIEF DEPUTY REGISTRAR
SHIRLEY PHILLIPS
DEPUTY REGISTRARS
LOUISE ASHBY
ALINE CANTRELL
KATHERINE CLEMONS
JOAN LOCKABY
OLIVE SIMMONS

BID FORM

The quantities for each item listed below are to be used for the May 25, 1976, elections and an award will be made on the basis of a lump sum total price. However, the successful bidder will be required to furnish similar items at the same unit price for the August 5, 1976, and the November 2, 1976, elections.

ITEM	QUANTITY	DESCRIPTION
1	85,000	APPLICATIONS FOR BALLOT - On 16# white bond and 16# blue bond. Serially numbered beginning with D001 and R001 for each precinct. To be identified with precinct name. Quantities for each color for each precinct, to be as specified by the Commission. Punched. 7¼" x 4" Price per thousand $ 12.30
2	5,200	BALLOT PAGES - 4 ply white stock and blue stock. Approximately 12 variations of printed text. Quantities, colors, and text variations to be specified by Commission. Bidders are warned that spacing, alignment, and adjustment of printed matter on the page are critical and even minute misalignment may be basis for rejection. 7½" x 5¼" Price per hundred $ 14.45
3	1,000	POLL LISTS - 3 part NCR, punched. 18" x 8½" Price per hundred $ 18.10

BID FORM

PAGE TWO

ITEM	QUANTITY	DESCRIPTION
4	200	SAMPLE BALLOTS - 100# white offset book paper. Two color printing. Reproductions of ballot pages. Size to be determined. Base bid on 24" x 24" Price per hundred $ 225.00
5	4,300	PAPER BALLOTS - 20# white bond and blue bond. Serially numbered in each precinct from D001 and R001. Number of each variation to be specified by Commission (168 text variations). Perforated Tab. Approximately 14" x 8" Price per hundred $ 10.65
6	4,300	ABSENTEE BALLOTS - 20# white bond and blue bond. Serially numbered in each precinct from D001 and R001. Number of each variation to be specified by Commission (168 text variations). Perforated Tab. Approximately 14" x 8" Price per hundred $ 10.65
7	80	POLL LIST COVER - FRONT - 140# index - 2 color printing. Punched. 18" x 8½" Price each $ 79¢
8	80	POLL LIST COVER - BACK - 140# index - 2 color printing. Punched. 18" x 8½" Price each 79¢
9	650	STRIPS FOR VOTOMATICS - Fasson strips - in blue and in white - approximately 3" x 18". Submit sample. Price per hundred $ 28.61

DELIVERY

Quantity breakdown and text variation will be supplied by the Commission not later than April 16, 1976. Delivery of items 4 and 6 shall be not later than April 30, 1976. All other items shall be delivered to the Commission office or to the County warehouse as directed by the Commission not later than May 7, 1976. Delivery is critical.

PENALTY

The Commission reserves the right to reject any or all materials submitted by contractor, and to require contractor to pay the cost of replacing rejected materials, whether such replacement material, in the sole discretion of the Commission, is manufactured by the contractor or

APRIL TERM 1976

BID FORM

PAGE THREE

PENALTY - CONT'D

by other manufacturer or manufacturers.

ACCEPTANCE

The Commission reserves the right to reject any or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be in the best interest of the citizens of Hamilton County.

Bidder warrants that he is aware of the critical nature of the printed matter and delivery of same, and that he possesses the plant, equipment, financial resources, personnel, knowledge, and expertise to produce and deliver all items described above.

PARAMOUNT SERVICES, INC.
BIDDER

P. O. Box 3255
ADDRESS

Chattanooga, Tenn. 37404
CITY STATE ZIP

by J. R. Douglas

Title President

DATE 4/9/76

COUNTY GOVERNMENT ORGANIZATION CHART -

Judge Moore stated that a number of plans had been submitted and there had been substantial discussion and a great deal of consideration by the various Council members. Judge Moore said that in a spirit of cooperation and in an effort to get everyone as satisfied as possible, he wanted to make the following motion.

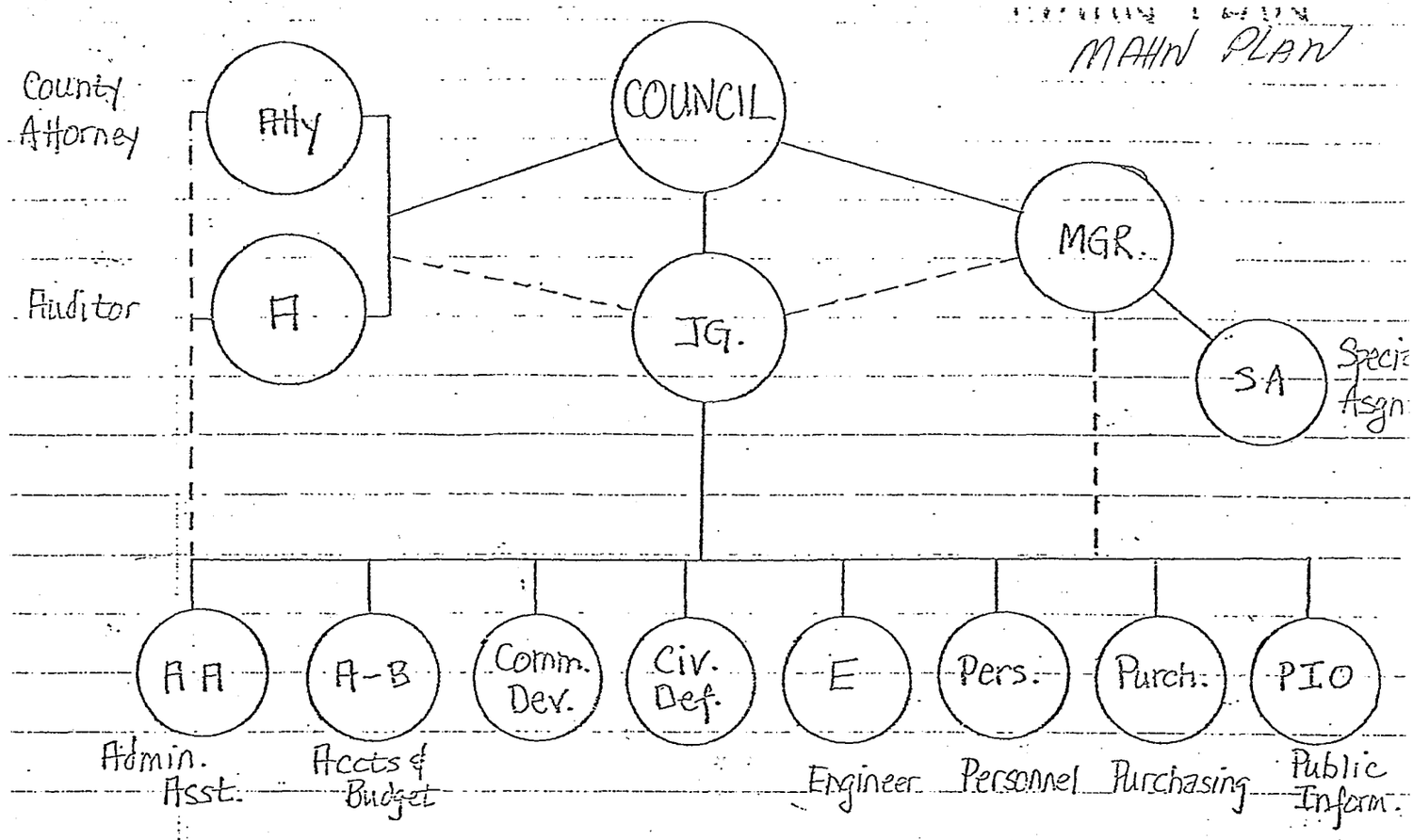
ON MOTION of Judge Moore, seconded by Councilman Mayfield, to accept the Organizational Plan submitted by Mike Mahn with one change; i.e., that the Special Assignments Director be moved from the location on the chart under the County Manager to the area beneath the County Judge. (Chart attached.) The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Judge Moore stated that this one change was at the suggestion of Dalton Roberts and Judge Moore felt that it was a good and valid suggestion.

* * * *

APRIL TERM 1976

MAIN PLAN



Reviewing the aforementioned "problem statement", this version provides:

#1. An independent source of information is provided the full Council. (The Manager).

#2. The County Judge is responsible to the full Council for the implementation of day-to-day operations.

#3. The County Manager is inferior to the full Council and not one member thereof.

#4. All staff-level persons are able to conduct their activities through a central supervisory source, excepting those required to be independent.

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

Administrative Procedures

for

The Mahn Plan

1. The Manager will establish a daily work schedule acceptable to the majority of Council members; upon reporting to the office at the agreed-upon time, he will file a tentative activity schedule for the day with his secretary and the secretary of the County Judge, excluding those appointments and activities of a confidential nature assigned by an individual Council member; on appointments and activities for individual Council members, he will note "on assignment for a Council member" and be contactable through the dispatcher or at phone numbers filed with his secretary; he will work as many hours as required daily to complete tasks assigned by the Council.

2. The Manager will submit to the Council at each meeting a summary of his activities between Council Meetings and comments on any agenda items regarding departmental operations or items any councilman may request comment upon.

3. The Manager will meet with department heads individually or in groups to pursue tasks assigned by the full Council or individual Councilmen, and to prepare status and project reports for the information of the full Council.

4. The County Manager will attend the staff meetings of the County Judge and provide summaries of such meetings to each Council member.

DISCUSSION OF LOCAL OPTION SALES TAX -

Judge Moore stated that the city government has requested that the County offer the question of local option sales tax to the citizens in a County-wide referendum at the August election time. Judge Moore said that there is a legal problem in the verbage in the statute and County Attorney Jim Turner has requested from the State Attorney General a ruling about what the verbage actually means. He said that they expect a ruling by the next Council meeting date which should still give the Council time to act on the City's request.

COUNTY PARK CONCESSION STAND -

Judge Moore stated that the vending machine operator who served the County Park by providing vending machines last year no longer desires to continue this arrangement. Judge Moore said that several solutions had been considered, including the County's purchasing vending machines, and they had discovered that this not only would be somewhat expensive but by the time the vending machines were received the season at the County park might be completely over. Therefore, further efforts to lease the concessions to an operator had been made and an offer has been received from Benny Lansford, of the Double L Barbeque, to pay Hamilton County $300 a month and begin operation immediately.

ON MOTION of Judge Moore, seconded by Councilman Long, that the proper contract be drawn up and after signing that Mr. Benny Lansford of Double L Barbeque begin immediately operating the vending machines at Hamilton County Park. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

BUDGET HEARINGS -

ON MOTION of Judge Moore, seconded by Councilman Mayfield, to have the Budget Hearings the week of June 1 - 4, 1976. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Judge Moore stated that it is necessary to have the budget hearings as late as possible in order to have as much accurate data as possible on which to project the income for next year.

A P R I L T E R M 1 9 7 6

Wayne Mixon appeared before the Council representing mobile home dealers and citizens of Hamilton County who oppose the Single Lots Mobile Home Districts resolution. A large number of citizens were present with Mr. Mixon and Mr. Mixon had with him boxes of letters supporting them in the opposition of this. Mr. Mixon said that he and this delegation were present to make a request of the County Council which was that the County Council immediately revoke the law (resolution) that had been passed. Mr. Mixon said that they were recommending that a Citizens Committee be appointed with representatives from the Planning Commission, the County Council, home builders, and the mobile home dealers. Mr. Mixon felt that they could sit down and work out something that would be less restrictive and that would not have the drastic effects that this law has. They feel that this law was passed out of prejudice against mobile homes and they feel that they should have a voice to make their views known. Mr. Mixon described a situation that he considered very unfair. He said that a person had made a request through the Planning Commission for rezoning for a mobile home. A petition containing the signatures of all the neighbors (111) recommended that this person be allowed to put a mobile home on the property and there was proper acreage. Mr. Mixon showed pictures of the site in question and said that there were 14 mobile homes already in the area. He showed a picture of the kind of double-wide mobile home which was to be used and said that with the underpinnings that would be used it would be as attractive as any of the homes in the area and more attractive than the mobile homes already there. Mr. Mixon said that this request was denied because 2 people who owned vacant lots in the area complained. One of the owners was not even a resident of this city but lives in Marion County. Mr. Mixon said that they felt something should be worked out so that they could put imput into the solution. He said he did not think any of the Council members could support a law that would cause this kind of hardship. The mobile home supporters were requesting that the Council give them consideration. They asked that the Council revoke that law and then let the mobile home people work with the Council and come up with fair regulations, something without such drastic laws. Mr. Mixon said that people spend as much as $200 and then don't get the rezoning,will have their petition denied and have to go through more processes.

Judge Moore told Mr. Mixon that this particular case he was talking about had to do with a city ordinance and regardless of what the Council did it would not change the city ordinance.

Mr. Mixon said that he was not really pleading this particular case, that it was just an example that could apply only in the County as well.

Judge Moore said that there was a lot of publicity about what the County Council did regarding the mobile home zone, but that the City Commission did the same thing and there was no complaining to them as far as Judge Moore knew.

Mr. Mixon said that the mobile home dealers had always had a working agreement with the City. A great many of the people buying mobile homes now want to put them in the outlying districts and that is "why we squealed so loud," Mr. Mixon said. He said that mobile home dealers have a great many problems as do house builders, and something should be worked out in the urban areas. He said that they would like to have a voice in it.They were asking that the Council revoke the law and have a meeting to hear the voice of the people, to benefit all the people of the County, and not to come down so hard on the people who want mobile homes.

Judge Moore told Mr. Mixon that he had no objections to further consideration and recommendations by any committee. Judge Moore said that he would go so far as to propose to set up the machinery to authorize a committee to see if arrangements can be worked out to effect a solution to the over-all problem and still protect the rights of those who want to use mobile homes as dwellings and of those who resent and resist mobile homes near their dwellings.

County Attorney Turner suggested that this might need to be referred back to the planning commission.

Judge Moore said that he was thinking more in terms of having a committee make a study and after a determination is made then refer these results of the study to the Planning Commission.

Councilman Mayfield said that he would second this motion.

County attorney Turner said that he thought someone from the Planning Commission should be in on it. Mr. Mixon said that they would want someone from the Planning Commission on it. Judge Moore said that there

should be representatives of the total community to work out the difficulties.

Atty. Turner asked Mr. Mixon if he knew of the case in court that is now being appealed to the Tennessee Court of Criminal Appeals, and said that probably Mr. Mixon was not too happy with Mr. Turner. Mr. Mixon said that he was mainly concerned that Mr. Turner referred to mobile homes as "trailers." Mr. Turner asked what the present status of the order was, that the County would remain under the restraining order when the mobile home group makes the $5,000 bond. Mr. Mixon said that they had made bond and the injunction against the County was going into effect. He said the reason they were asking the Council to revoke the law was because the people in Hamilton County don't know what will happen and are afraid to get a mobile home. Mr. Mixon said that this was going to be expensive for the mobile home people and expensive for the County to defend it and that is why they would like the law revoked and to work together.

Mr. Herbert Thornbury was present and stated that he represented the mobile home dealers and had filed the bond. Mr. Thornbury said that they would file a Bill of Exceptions and then would have 25 days to file a brief.

Mr. Charlie Wilson stated that there were two sides to it--the legal side and right and wrong--and that they were here to appeal the right and wrong. Mr. Wilson said that public opinion is against this and that is the reason they are asking the Council to revoke this law and make a new law.

ON MOTION of Judge Moore, seconded by Councilman Mayfield, that a committee be formed to work out an equitable solution to the mobile home zoning law. The foregoing Motion was unanimously Adopted by Acclamation.

Councilman Long asked how this committee would be appointed. Judge Moore said that they would make suggestions as to the areas from which the appointments come and then the Council would approve the members of the committee. Councilman Ricketts suggested that the mobile home people should put people on the committee. Judge Moore said he thought that the varius areas of concern which need representation should suggest to the Council people to be put on the committee.

y Turner asked Mr. Thornbury about the time. He

Attorney Turner asked Mr. Thornbury about the time. He mentioned that the case is on appeal to the Court of Appeals and it might go on to the Supreme Court. Mr. Thornbury suggested that the Committee report back to the Council in 30 days. Mr. Mixon felt that 30 days might not be long enough. Mr. Turner said it would take 30 days to get the committee appointed. Mr. Thornbury said that it would probably be 1½ or 2 years before the ruling would come back. Mr. Mixon said that was why they were asking that the law be revoked. Judge Moore said that there was no assurance that the committee would come up with a recommendation that the mobile home people will accept. Mr. Mixon said he could not feel that the group would make the law as drastic as this one.

Judge Moore said that he felt the best course of action was to amend the law which exists and that the committee structure has been approved.

Mr. Wilson, mobile home dealer, stated that he felt a committee to study the mobile home situation would be a loss of time and people wouldn't know what to do. Judge Moore said that the discussion on the mobile home law was terminated, that action had been taken at the request of the mobile home dealers in an attempt to compromise.

A short recess was taken to allow the large delegation of representatives of the mobile homes to leave before the presentation by Rufus Holt on Court House remodeling.

Mr. Rufus Holt of Selmon T. Franklin & Associates said that a lot of hours had been spent with Richard Muther and Associates to come up with the recommendations they were presenting today. Mr. Holt said that he would ask Lee Hales of Muther to tell about the procedures involved in obtaining the information and then Mr. Holt would give a summary of the plans and attempt to discover a plan that they could live with.

Mr. Hales said that the purpose of the Court House and the number of groups who use it had to be considered in the planning. He said that the purpose is judicial and governmental. Mr. Hales said there had been some talk that a County office building might be constructed but that this would not happen tomorrow and probably not within the next few years. He said that these two distinctly different groups had to be considered. Mr. Hales said that there are a number of groups who use the Court House; i.e., those who make their living as employees of County government, people who

come to visit fee officials, participants in trials including jurors and witnesses and attorneys, taxpayers, etc., Mr. Hales said the plan should provide convenience and flexibility, flexibility because in the next 5 or 10 years, things may change, some of the courts may change and the dollars that are spent today should go into long term plans and it is important to try to keep the cost to a minimum. Mr. Hales said that the question of decorum in the court rooms is important and also security for the judges. Mr. Hales noted that there was quite a roar in the hallway outside the Council room. He said that this type of noise is very distracting to the jurors whenever a door is opened. Mr. Hales said that over the past few weeks he and Mr. Holt had met with representatives of all the offices and courts in the Court House and with some groups outside the Court House to determine the needs and the relationship to the Court House activities.

Mr. Fuller asked if all the fee officials and judges had been invited to hear this presentation today. Judge Moore said he thought they were all aware of it. Mr. Hales said they would be happy to make the presentation to the others at a different time.

Mr. Hales said that they had studied the flow of traffic very carefully and the relation of one office to the others concerning activities. He said that the ideal plan would be an arrangement whereby the court rooms would be arranged around a jury room and a waiting room, or in the case of sessions court around the clerk's office, etc. They had tried to keep all related offices in one wing or at least on one floor when that was not possible and this allows for a minimum amount of traffic. Too much moving around leads to delay and wasting of time and also means considerable fatigue up and down stairs and corridors. Certain parts of the Court House had been recently remodeled for certain offices and would be expensive to move so they were trying not to go into these areas with too much change. Mr. Hales said that the rest rooms were terrible on every floor. Mr. Hales went over the present plans of the Court House room by room, floor by floor, pointing out the areas that needed changing and showing where certain offices should be located for the ideal situations. Mr. Hales said there was a great need for witness waiting rooms. Judge Moore said that the reason witnesses have to wait is because of the rule in Tennessee which requires the removal of witnesses yet to testify while other witnesses are testifying.

Mr. Hales said that the third floor which had been vacated needs two fire towers between the main part and the north wing and the north wing needs an elevator. He said that they had been extremely conservative in estimating the additional space needs. If everyone got the space that they need and want 19,000 square feet would be required but they only have 13,000 square feet to work with.

Mr. Holt said that they had to scale down by about 10% the space wanted and needed by each office. He said certain architectural features made certain space more desirable for some uses, such as the fact that the areas used for court rooms should not have columns. The area used by Judge Moore's offices now is full of columns so would not be suitable for court rooms.

Mr. Holt showed architectural drawings of the plans that they had worked out (see copy attached).

Mr. Holt said that the Law Library would be in the space now occupied by the auditor. This is an area of 1350 although the space asked for was 1760 square feet. Mr. Holt said if all the Sessions Courts moved to the new Justice Building, they would be able to do a better job with the space.

Mr. Sizer, representing the Law Library, asked if it would be possible for the Law Library to have temporary space until the plan for the Court House remodeling could be put into effect.

Judge Moore said that he thought since the Criminal Division of Sessions Court was now vacant it would be possible for the Law Library to use this space. He said that it is necessary that the books be on the ground floor because of the weight problem. Mr. Holt said that this was true because of the weight and also because it is necessary that attorneys use it after Court House hours. Judge Moore asked if there was any objection to this on a temporary basis. Mr. Fuller asked if it would not be easier to move the auditor temporarily and put the law library where it would be permanently, since it seemed that the auditor would have less to move. Those representing the law library said that this would be better for the law library but they would be grateful for either space. Engineer Ray Proctor said that it would be better to put them in the court room and then move them later, that the space for the auditor would have to be remodeled first.

County Court Clerk Knowles asked if the space that is now the Criminal Division of Sessions Court would be available to his office later. Judge Moore told Mr. Knowles that the remodeling plan would have to be totally adopted, that the Judge had personally promised Mr. Knowles that space as much as a year ago and he would hope that the entire Council would approve, that it "looks like Rufus does the same."

Mr. Patterson of the Law Library said that their insurance would pay for the first move and the rest of the moving perhaps would not be too expensive.

Judge Moore said that the space for the auditor would have to be remodeled extensively and he knew from Jim Patterson (who had called Judge Moore religiously) that the money was running out to pay storage so the library needs space immediately even if it is only temporary. Judge Moore said that he can't go out on the street without a lawyer asking for the books. County Attorney Turner said that the County had had to file on a case without even reading the case. (Man from the audience said "Don't let the facts confuse you!") Judge Moore said he felt that they should go ahead and let the law library move.

A man in the audience who said he was a concerned citizen said that nothing had been said about safety. He felt that safety should be considered when they are taking the time to remodel. He mentioned the incident in the paper recently about a judge having to run all over the building to keep from being shot. Councilman Fuller pointed out that someone had shot a Councilman although they were trying to shoot a judge. Judge Moore suggested that a solution was to locate the Council members between the public and the judge. The concerned citizen said that he felt something should be done since anyone could come in, that there should be plenty of space with bullet proof glass. Judge Moore said that this would be considered.

Mr. Holt said that they are proposing that an elevator be put in for the north wing. He said there has been some discussion of an escalator to the third floor but that an escalator would result in changing the structure of the building and that this would require more space and would also cost more to put an escalator in for 1½ floors than an elevator for four floors. Mr. Holt pointed out that the County Court Clerk and Trustee's office on the first floor need little remodeling but the Tax Assessor and Register need a great deal of remodeling. He said on the 2nd floor the

Chancery Court will remain intact. The County Judge's office will remain in the same area but will also take in the Circuit Court Clerk's office space. The guardian division of the County Court Clerk will have space in the County Judge's area. The County Judge had asked for 6,115 square feet but they were only able to give them 5,730. He said back taxes would be close to the Clerk and Master. The entire third floor will be for the Circuit Court.

Mr. Holt said that they had given a lot of thought to this plan but they were open to suggestions and changes, that he knew there could be 3 or 4 more schemes. Mr. Holt said he knew the Council was interested in what this was going to cost and gave a figure of $995,000, saying that that sounded a little bit better than a million. Judge Moore said that was a "real Sears Roebuck special."

Judge Moore said that he was very impressed by the efforts of Mr. Hales and Mr. Holt. He added that there was no way to satisfy everybody, that it seemed that everybody, including himself, would have to do with less.

Councilman Mayfield asked where they were going to get $995,000. Judge Moore said that there was no way to do it in one year.

Mr. Holt said if they would tell him what they wanted to spend, then he could tell them just what they could do with that amount of money. He said that he thought $300,000 had been mentioned but obviously it could not be done for that. He suggested that this plan be presented to all those affected and get comments and suggestions from them. Judge Moore said that Mr. Trimble, Mrs. Brammer, and Mr. Knowles were present and had seen the presentation and he would like very much to formulate some kind of over-all approval and commence as soon as possible so he thought it was important that Mr. Holt make the presentation to the others quickly. Judge Moore said that they were all going to have to live with it, that everybody is concerned with meeting tomorrow's needs with today's space because we do not have tomorrow's space.

Councilman Fuller suggested that an order of priorities should be established, what they felt should be done first.

Councilman Ricketts said that it would have to be done in stages, and should be set up on a priority basis.

Judge Moore asked if Messers. Holt and Hales could establish a priority system. Mr. Holt said that was really putting them on the spot and Mr. Hales said that in their planning they tried not to favor any one group over any other and had tried to consider everyone equally. Mr. Hales said that they thought it was a good plan in which everyone was considered equally. He also said that it could be done in stages, that for instance the circuit courts could go ahead and occupy the court spaces on the third floor and then they could be renovated as money was available, that it should be considered a ten-year plan and was a long-term investment.

Judge Moore asked Mr. Proctor what he felt the priorities might be. Mr. Proctor said the priorities might develop like a game of checkers, that even though it might not be of first priority to move the law library it would be necessary to first move the auditor. Judge Moore said that it was not quite as simple as it seemed. He suggested that Mr. Holt work with Mr. Proctor. The question of the personnel to do the work was discussed. Mr. Holt said that the estimated cost they had given included county personnel's time doing a great deal of the work. He said that some of the work would have to be paid in addition to this.

Mr. Knowles offered a suggestion to the Council in view of the fact that because of new legislation the County Court Clerk's office will be changing drastically over the next year. He said that he did not want to offend the law library but wondered if the County Court Clerk's office could move across the hall to the space formerly occupied by Criminal Division of Sessions Court and move the law library into temporary quarters in the space vacated by the CCC. Judge Moore said that this could be considered. Mr. Knowles pointed out that this would have to be considered today since Judge Moore had already tod the law library that they could move into the room 1 space. Mr. Proctor wondered if the room 5 space would be large enough for the law library. Mr. Holt said that it would contain 1211 square feet as opposed to 1350 in room 1. Mr. Sizer of the law library said that they would be willing to take less space but felt it was important to move as soon as possible.

Mrs. Brammer asked if putting the law library in room 5 would not put the renovation for the Register's office further in the future and said that they need the space now. It was suggested that everyone had to bend a little.

Mr. Fuller suggested that they move ahead since it was National Secretaries Week and he was planning to take his secretary to lunch.

Mr. Holt suggested that he and Mr. Hales present the plan to the rest of the interested people and plan to come back at the next Council meeting.

Mr. Fuller pointed out that what Bill (Knowles) was asking had to be done today and he felt that if it was just a matter of 100 square feet that it would not make that much difference to the law library.

Judge Moore said that a space of 10 x 10 was "a bunch."

Mr. Sizer said that they were only asking to move as soon as possible.

Judge Moore asked Mr. Proctor if there would be much difference time-wise. Mr. Proctor said either way would be about the same, that it would push him to get the room ready in a week. Mr. Knowles said that he could move across the hall with practically no work at all. Mr. Proctor said work-wise would be about the same.

Judge Moore asked Mr. Knowles about carpeting. Mr. Knowles said he was willing to make sacrifices on a temporary basis and would work with what could be done. Judge Moore pointed out that it would be more difficult for Mr. Knowles' office to move and then do the renovating that would be necessary later on, it would be a great deal of inconvenience over an extended period of time since there would be a stairway involved, etc., but if Mr. Knowles was willing to put up with it.

Mr. Holt said that it would be a pretty big problem and that he would like to see nobody move until the space was renovated.

Judge Moore told Mr. Knowles that he honestly believed that his office would be practically inoperable during remodeling, but it was up to him. Mr. Knowles said that his primary concern was about the staggered renewal system that will begin in February and felt that a move well in advance of that time was necessary. Judge Moore said that it was possible that the space could be vacated by the law library and renovated for Mr. Knowles' office before that time, but with him in it it would take longer. Mr. Knowles said that it should be given top priority with the needs of the State because without adequate space the job of converting to the staggered renewal system would be much more difficult.

Mr. Proctor said the most difficult part would be a stairwell. Mr. Knowles asked if the facilities for a stairwell were not already there, and just covered up. Don Downey, auditor, said that it was just like Mrs. Brammer's room.

Councilman Fuller suggested that the needs of the public should be of first priority rather than by personality.

Mrs. Brammer stated that all of the equipment in the Register's office would have to be moved out when her room is remodeled, that it will be necessary to move her entire office into other quarters while the remodeling is being done.

ON MOTION of Councilman Fuller to allow Bill Knowles' County Court Clerk's office to move into room 1 in order to better serve the public. (Mr. Fuller said that the last time he had made a motion it died from lack of a second.)

Judge Moore stated that if there were no objections Mr. Knowles' office would be allowed to move into room 1 and the law library would then occupy the space in room 5. Judge Moore requested that Mr. Holt review the Court House remodeling plans with others in the Court House and then come back to the Council meeting on May 12.

* * *

BRIEFING ON

COURTHOUSE MASTER PLAN

Prepared for

The Hamilton County Council

Hamilton County, Tennessee

April 21, 1976

Prepared by:

Lee Hales, Consulting Associate
Richard Muther & Associates, Inc.
Management Consultants
Kansas City, Missouri

and

Rufus Holt, Architect
Selmon T. Franklin & Associates,
Architects, Inc.
Chattanooga, Tennessee

APRIL TERM 1976

CONTENTS

I. INTRODUCTION

In February 1976, Richard Muther and Associates, Inc. Management Consultants, and Selmon T. Franklin and Associates, Architects, Inc. were authorized to prepare a master plan for the Hamilton County Courthouse.

Mr. Lee Hales, Consulting Associate, was assigned by Richard Muther and Associates, Inc. (RMA) to work with Mr. Rufus Holt, Architect, of Selmon T. Franklin and Associates.

The approach used has been RMA's Systematic Layout Planning, an internationally recognized approach to space planning. Mr. Hales and Mr. Holt, working together during March, conducted over two dozen interviews and spent over a dozen man-days at the courthouse observing its operations.

The following report contains a summary of findings and a recommended plan based on them.

We found all judges, officials and employees to be most cooperative and eager to share their thoughts with us during this critical phase of the planning process.

II. OBJECTIVES

The Hamilton County Courthouse must perform a dual function serving as both a judicial and governmental center. The growth in governmental functions as well as long term increases in court caseloads will one day require an administrative building. Space requirements already significantly exceed space available in the building.

Under the present circumstances, the space and location requirements of any single group cannot be satisfied without penalizing all others.

The objectives listed below address the needs of all groups using the courthouse. Several objectives are conflicting. We have not attempted to give priority to any of them. Instead, in the interest of fairness and in the absence of clear policies, we have treated each group as equal. The development and evaluation of our plans has been guided by these objectives. (The order of listing is not significant).

1. LOW OPERATING COST

   Minimize and avoid inefficient delays and wasted manpower due to distance between activity areas.

2. LOW INVESTMENT COST

   Minimize the amount of remodeling required by making maximum use of specialized and recently remodeled spaces.

3. DECORUM

   Provide proper decorum for judicial processes by minimizing hallway noise, interruptions and distractions in the courtrooms.

4. SECURITY

   Enhance the security of judges.

5. CONVENIENCE TO THE PUBLIC

Locate courts and offices in a manner convenient to the typical citizen user of courthouse facilities and services.

6. CONVENIENCE TO JURORS

Arrange courts and related facilities in a manner convenient to jurors and prospective jurors.

7. CONVENIENCE TO JUDGES

Arrange courts, chambers and other related facilities in a manner convenient to the judges.

8. CONVENIENCE TO ATTORNEYS

Arrange courts, offices and other facilities in a manner convenient to attorneys having business at the courthouse.

9. CONVENIENCE TO PARTICIPANTS

Arrange courts and related offices in a manner convenient to plaintiffs, defendants and witnesses in trial proceedings.

10. CONVENIENCE TO COURT STAFF

Arrange courts and related offices in a manner convenient to court clerks, reporters, officers and other court-related staff.

11. CONVENIENCE TO NON-COURT STAFF

Arrange fee and administrative offices and other "non-court" facilities in a manner convenient to non-court staff.

12. FLEXIBILITY

Arrange all facilities in a manner that will not hamper future alternative uses of the building (all courts, all fee offices, all administration, etc.).

III. ASSUMPTIONS

The planning horizon used in our analysis has been 10 years. We feel it will be 1985 before an administrative office (or civil courts) building could be constructed and occupied on another site.

During the coming 10 years certain governmental policies and court practices will be subject to change. Some changes in court practices have already been suggested in an earlier report. Just this year the procedure for automobile liscense renewals has been changed. Many alternatives to current county practices could be identified. Study and choice of such practices has not been part of our role. Instead, we have adopted certain assumptions about the future to guide development of a plan. These are listed below.

1. Each circuit judge and chancellor will continue to have a dedicated courtroom with (ideally) adjacent chambers.

2. Sessions judges will keep their permanent offices in the courthouse.

3. No additional judges will be required for at least five years.

4. A court administrator will not be hired.

5. Historical scheduling practices will continue--Monday docket calls, Tuesday jury selections, etc.

6. The percentage of circuit court cases going to jury trials will remain unchanged (at roughly 5%).

7. Criminal proceedings will be held in the justice building regardless of jurisdictional policies.

8. A jury deliberation room must be provided for each circuit courtroom and be adjacent to it.

9. Automobile titles and liscence renewals will contiue to be handled by county court clerks.

10. There will be no significant growth in personnel in any area except the county court clerks' staff. (for year round liscence renewal).

11. There will be no changes in fee office operating procedures.

12. There will be no change in record retention practices of court clerks and fee offices.

13. Limited space can be made available in the justice building for any functions now in the courthouse.

IV. ACTIVITY AREAS

Judges, officials and managers were interviewed during March to identify relationships among various governmental and judicial activity areas. During this period, all courthouse activities were observed systematically at different times of the day and week to further identify movement of people, operating problems and the like. The following activity areas were defined for planning purposes. For ease of analysis, the list cuts across some organizational lines and also includes activities in other buildings and locations.

1. Sessions Courtroom 1
2. Sessions Courtroom 2
3. Sessions Chambers 1
4. Sessions Chambers 2
5. Sessions Chambers 3

6. Sessions Court Clerk
7. Circuit Courtroom 1
8. Circuit Courtroom 2
9. Circuit Courtroom 3
10. Circuit Courtroom 4

11. Circuit Chambers 1
12. Circuit Chambers 2
13. Circuit Chambers 3
14. Circuit Chambers 4
15. Circuit Conference Rooms

16. Circuit Witness Waiting Rooms
17. Jury Waiting Room
18. Circuit Court Clerk
19. Chancery Courtroom 1
20. Chancery Courtroom 2

21. Chancery Chambers 1
22. Chancery Chambers 2
23. Chancery Conference Rooms
24. Chancery Witness Waiting Rooms
25. Clerk and Master

26. Back Tax Office
27. Tax Collector
28. Assessor
29. Register
30. County Court Clerk

31. Auto Titles
32. County Judge's Office
33. County Executives
34. Internal Audit Staff
35. Accounts and Budgets Staff

36. Engineering Staff
37. Community Development Staff
38. Purchasing Staff
39. Microfilming
40. Guardianship

41. County Council Room
42. Law Library
43. Snack Bar
44. Criminal Courts
45. Annex

V. RELATIONSHIPS

The 45 activity areas identified in the preceding section have 990 possible relationships between them. Each was considered and given one of the following "closeness desired" ratings:

1. A -- Closeness Absolutely Necessary (areas should be adjacent)
2. E -- Closeness Especially Important (areas should be "across" or "down the hall")
3. I -- Closeness Important (areas should not be more than one floor away)
4. O -- Ordinary Closeness O.K.(areas should be in the same building)
5. U -- Closeness Unimportant (areas can be adjacent or at different locations -- it makes no difference)
6. X -- Closeness Not Desireable (areas should be separated by distance or physical barriers)

Each of the above closeness ratings was supported by one or more of the following reasons for closeness (or separation). These reasons were identified through interviews and observations.

1. Convenience
2. Movement of People
3. Flow of Paperwork
4. Face-to-Face Contact
5. Ease of Supervision
6. Sharing of Personnel
7. Use of Records
8. Sharing of Facilities
9. Noise, Distractions, Interruption
10. Avoidance of Delays
11. Safety and Security

All 990 ratings and their supporting reasons are shown in Exhibit 1 on a Relationship Chart. An analysis of the ratings shows that the ideal courthouse arrangement would be planned around the 12 clusters of activity areas listed below. The last two on the list, representing nearby buildings, were included to help in analysis.

1. SESSIONS COURTS (Activity Areas 1 - 6)
2. CIRCUIT COURTS (Activity Areas 7 - 18)
3. CHANCERY COURTS (Activity Areas 19 - 25)
4. TAX AND REGISTER (Activity Areas 26 - 29)
5. COUNTY COURT CLERK (Activity Areas 30 - 31)
6. COUNTY JUDGE (Activity Areas 32 - 38 & 40)
7. MICROFILMING (Activity Area 39)
8. COUNTY COUNCIL ROOM (Activity Area 41)
9. LAW LIBRARY (Activity Area 42)
10. SNACK BAR (Activity Area 43)
11. CRIMINAL COURTS (Activity Area 44)
12. ANNEX BUILDING (Activity Area 45)

Ideally none of clusters 1 - 7 should be split between floors or wings.

There are basically no ties between the governmental clusters and the judicial clusters. In fact, they could occupy separate sites with no inconvenience.

Within the judicial clusters (1 - 3, 9 & 11 above) there are only minor ties of convenience. These, too, with their supporting staffs could occupy

separate building without great disruption. The inconvenience would be primarily to attorneys who must be present in different courts throughout the day.

There are no real ties between fee officials but their respective areas should be kept in one location (ideally on the ground floor) for the convenience of the many citizens who move daily between the fee offices.

The county judge and administration are not significantly related to either the fee officials or the judicial areas. Again, they could occupy a separate building without great inconvenience to anyone.

RELATIONSHIP CHART

Plant (Company) HAMILTON COUNTY COURTHOUSE Project MASTER PLAN

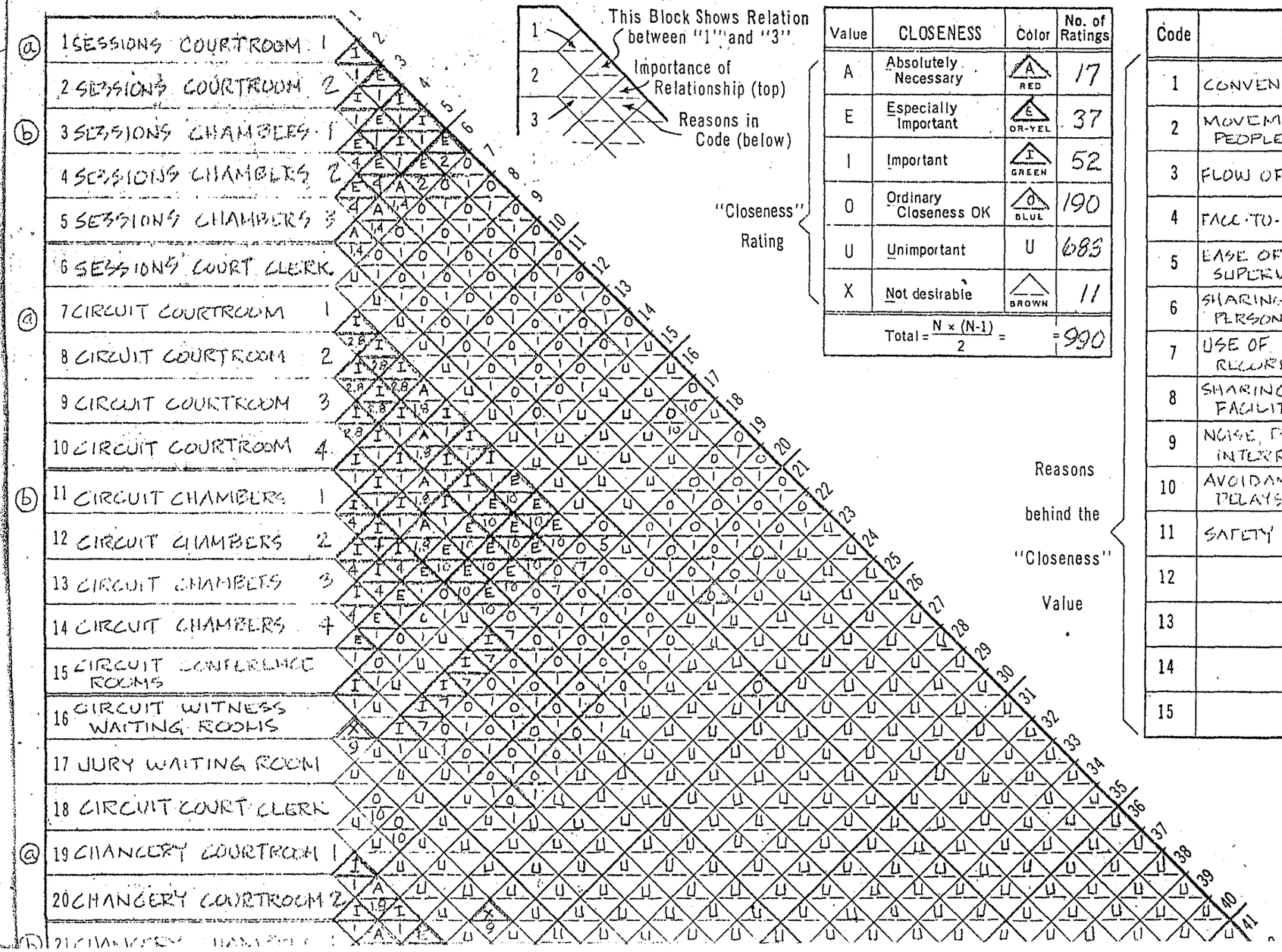
Source-Reference INTERVIEWS FEB. 1976 Date 1 MAR 76 Charted by L. HALES, RMA, INC.

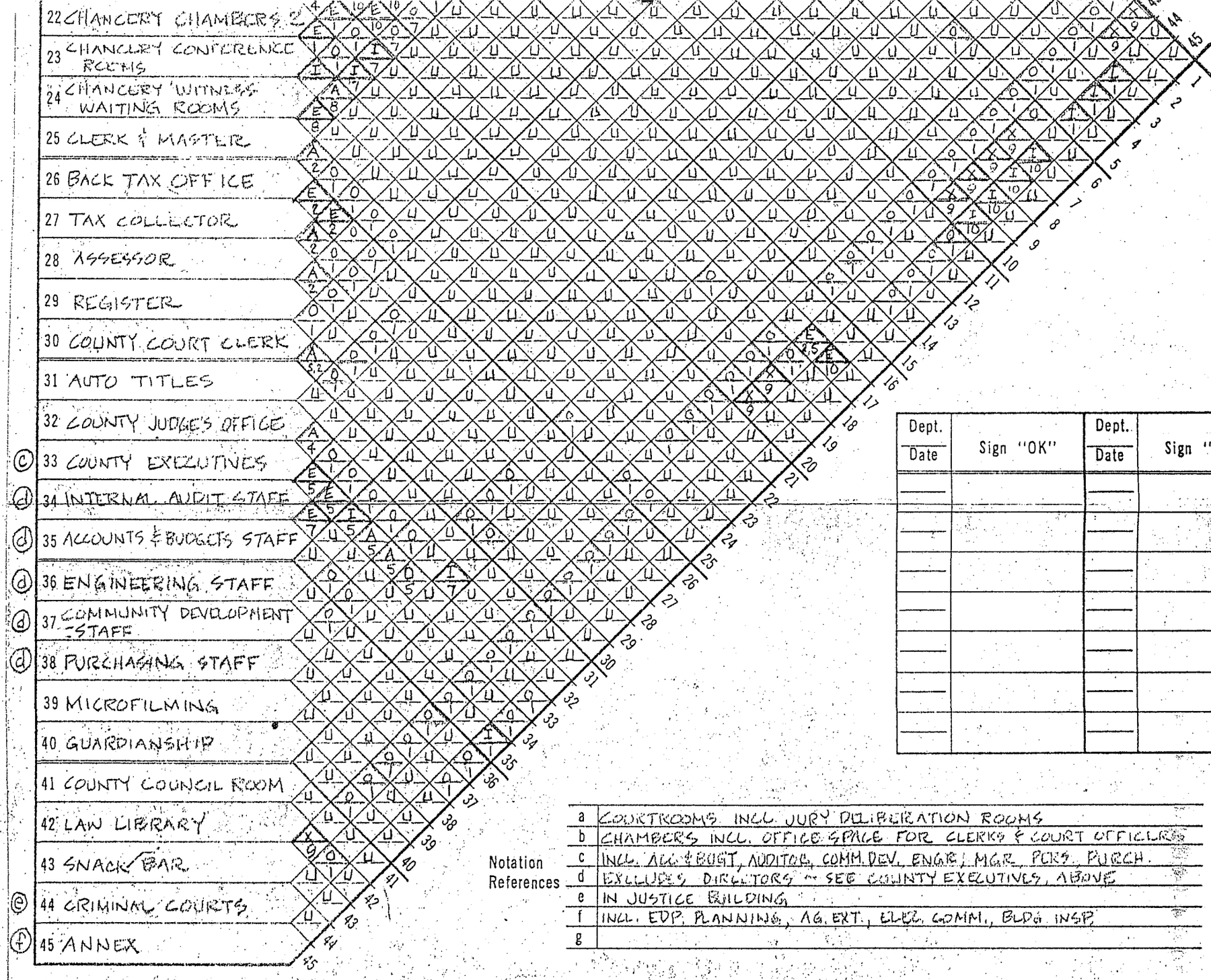
"Closeness" Rating

Value	CLOSENESS	Color	No. of Ratings
A	Absolutely Necessary	A RED	17
E	Especially Important	E OR-YEL	37
I	Important	I GREEN	52
O	Ordinary Closeness OK	O BLUE	190
U	Unimportant	U	685
X	Not desirable	BROWN	11
Total = $\frac{N \times (N-1)}{2}$ =			= 990

Reasons behind the "Closeness" Value

Code	REASON
1	CONVENIENCE
2	MOVEMENT OF PEOPLE
3	FLOW OF PAPERWORK
4	FACE-TO-FACE CONTACT
5	EASE OF SUPERVISION
6	SHARING OF PERSONNEL
7	USE OF RECORDS
8	SHARING OF FACILITIES
9	NOISE, DISTRACTION, INTERRUPTION
10	AVOIDANCE OF DELAYS
11	SAFETY & SECURITY
12	
13	
14	
15	





Dept. / Date	Sign "OK"	Dept. / Date	Sign "OK"

Notation References

a	COURTROOMS INCL. JURY DELIBERATION ROOMS
b	CHAMBERS INCL. OFFICE SPACE FOR CLERKS & COURT OFFICERS
c	INCL. AG. & BUGT, AUDITOR, COMM. DEV. ENGR, MGR, PERS, PURCH.
d	EXCLUDES DIRECTORS - SEE COUNTY EXECUTIVES, ABOVE
e	IN JUSTICE BUILDING
f	INCL. EDP, PLANNING, AG. EXT., ELEC. COMM., BLDG. INSP.
g	

EXHIBIT I

VI. ALTERNATIVE PLANS

Two concepts emerged after considering activity relationships and the nature and size of the spaces available. Practical limits to renovation also played a significant part in defining alternative feasible plans.

The first concept gives the entire third floor to circuit court functions, including jury and witness waiting rooms, expanded chambers and a larger court clerk's office.

The second concept splits both the county judge and related administrative functions and the circuit court functions between the second and third floors. The north wing on both floors would go to the county judge and administration. The second floor west wing would go to an expanded clerk's office, jury and witness waiting rooms. Four circuit courtrooms would circle the rotunda on the third floor.

Several variations to either of these two concepts are possible. The most notable would be a move of sessions courts and related activities to the justice building, freeing space on the ground floor for expansion of the fee offices and a vault for records storage (easing crowding in the clerks' offices).

We found no reason to move fee officials from the ground and first floors in any plans considered.

We found no benefits to concentrating circuit courts on the second floor. In fact, the nature of second floor space and the location of plumbing and columns make it undesireable for these functions.

There was no way in any of the plans considered to satisfy the space needs of more than one or two groups. Almost every area will have to survive with 10 to 20% less space than they might ideally use.

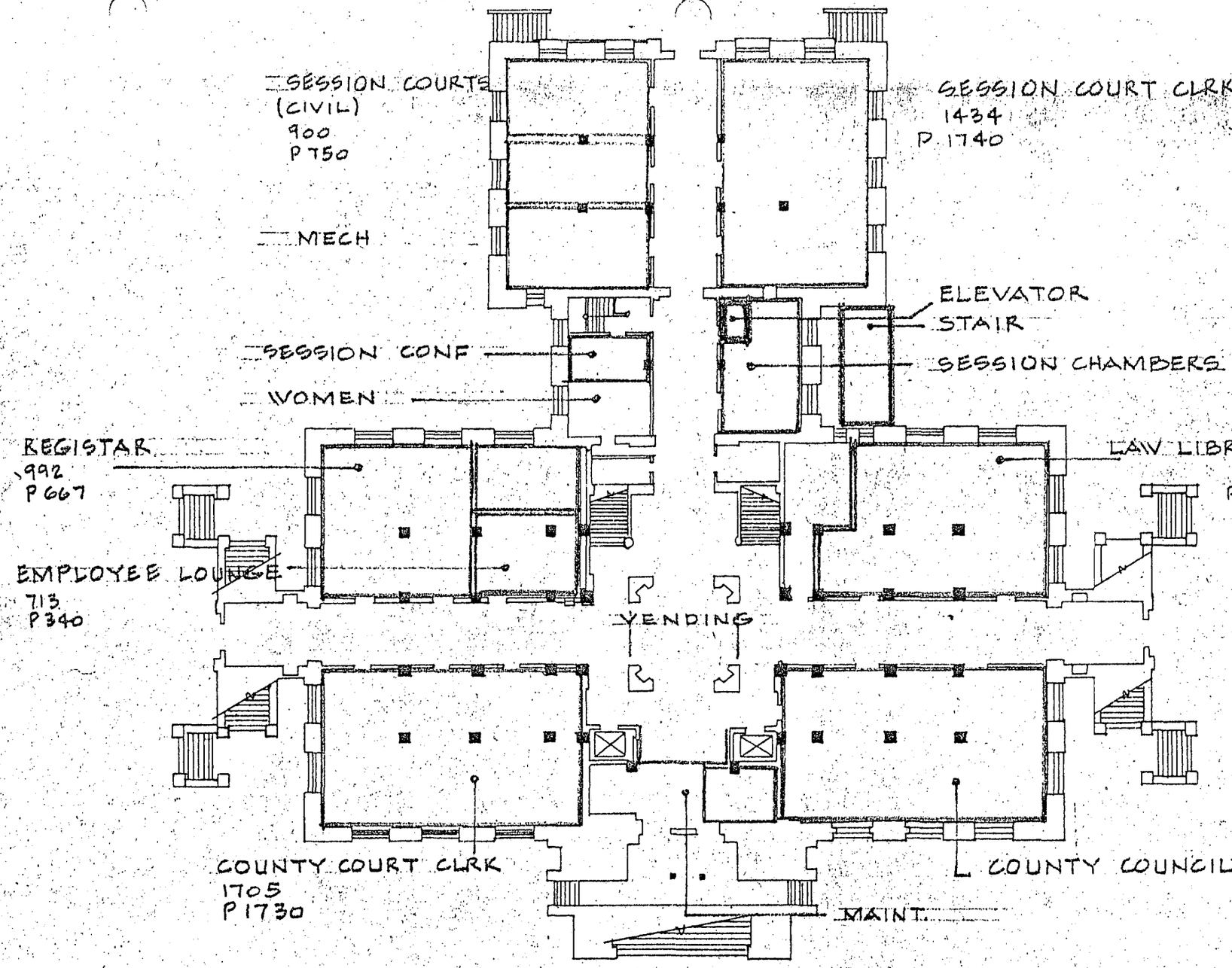
The costs of the two basic concepts will be the same -- estimated at this time to be approximately $995,000 using county personnel.

VII. RECOMMENDATION

We recommend location of all circuit court functions on the third floor with expansion of the county judge's offices on the second floor. This plan is shown on the following pages in Exhibit 2.

This concept offers the most convenience to the greatest number of individuals and will result in the most effective circuit court operations. The problems of reaching the third floor north wing will be eliminated with an elevator, corridor and stairwell between this wing and the main building.

The alternative of splitting both judicial and administrative functions between the second and third floors will result in greatly increased traffic between floors to the courtrooms, clerk's office and waiting rooms. This will lead inevitably to delays in courtroom and chamber proceedings and will do nothing to eliminate the present noise and hazards created by rotunda stairwell traffic.



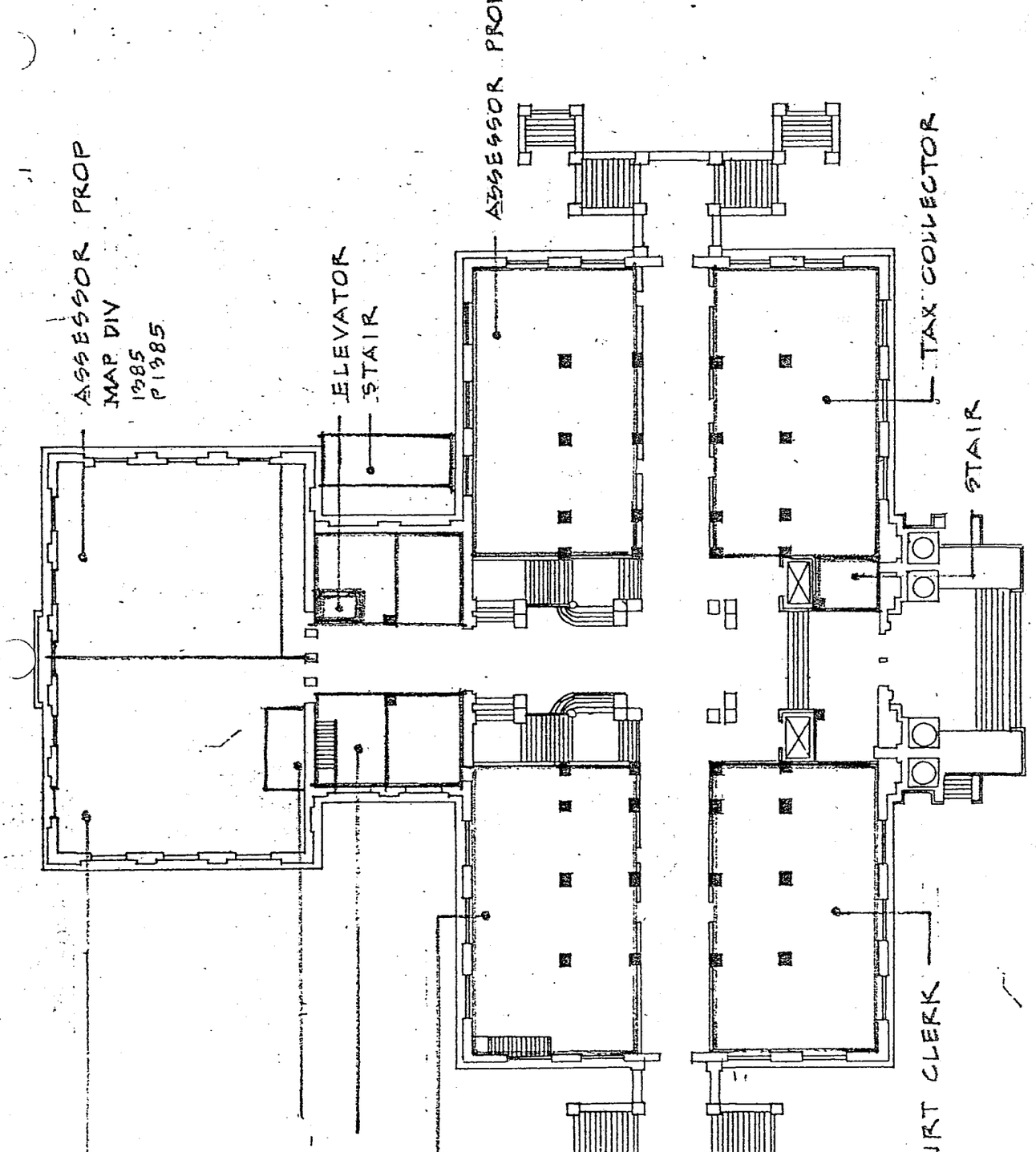
GROUND FLOOR PLAN

EXHIBIT 2
SHEET 1 OF 4

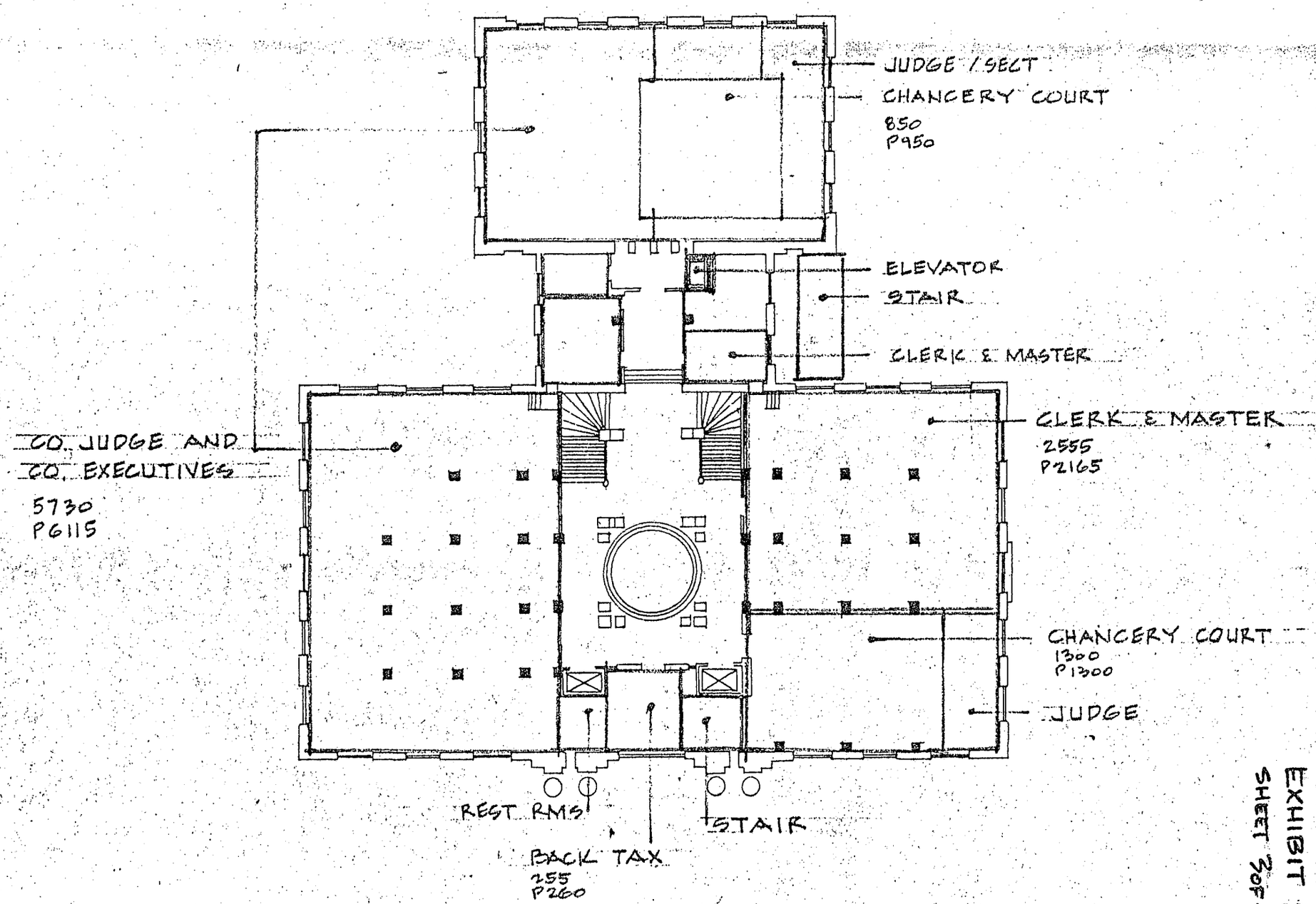
APRIL TERM 1976

APRIL TERM 1976

EXHIBIT 2
SHEET 2 OF 4



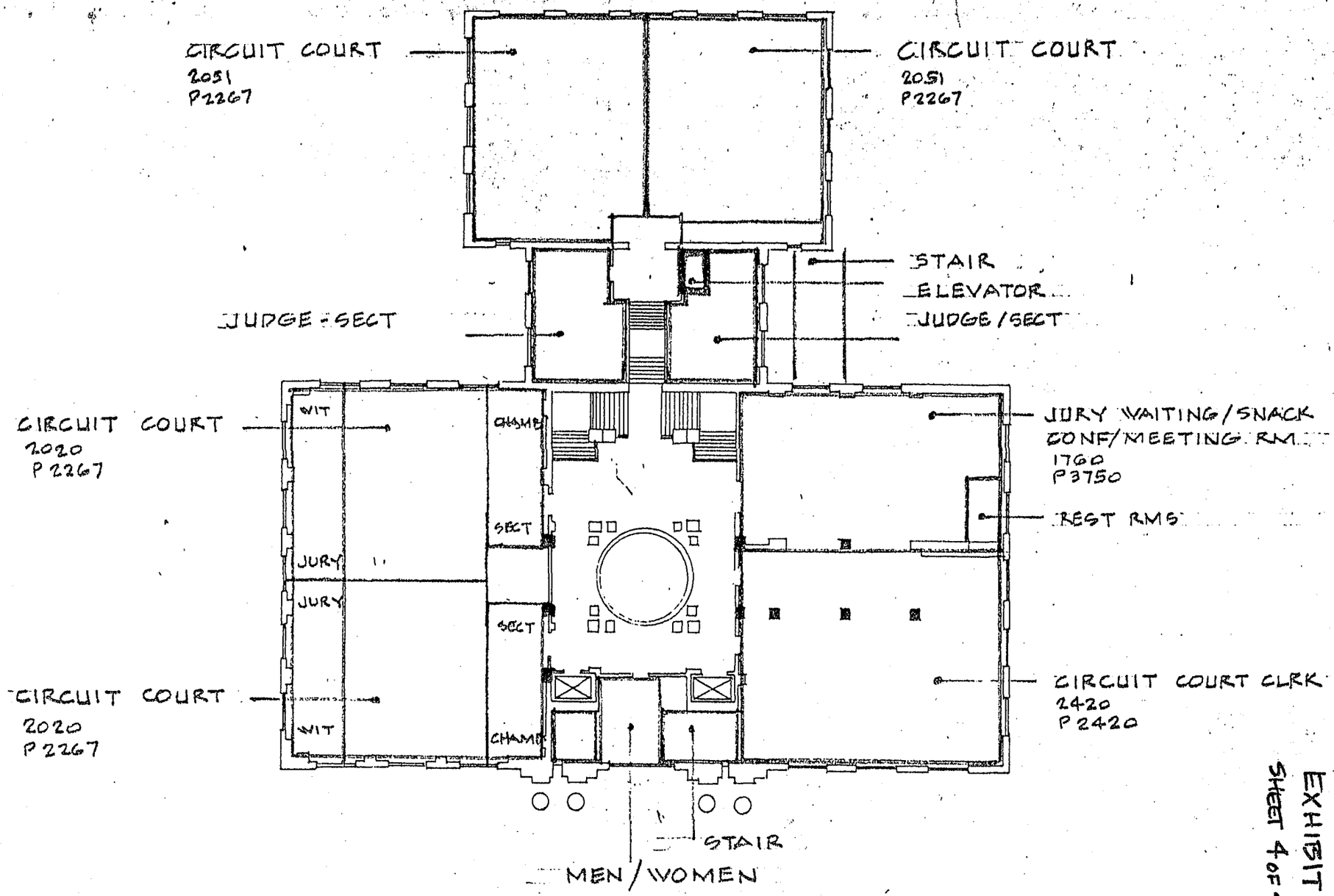
FIRST FLOOR PLAN



SECOND FLOOR PLAN

EXHIBIT 2
SHEET 3 OF 4

APRIL TERM 1976



THIRD FLOOR PLAN

EXHIBIT 2
SHEET 4 of 4

VIII. NEXT STEPS

The recommended plan shown in Exhibit 2 represents completion of the courthouse needs and relationships survey. Detailed information has been compiled and is available for future planning and design work.

The recommendation contains only a conceptual plan. No further progress toward renovation and satisfaction of pressing space needs can be made without an approval of the concept. Once we are given approval, the steps below will follow:

1. Develop Detailed Plan with Judges and Officials
2. Obtain Council Approval of Detailed Plan
3. Develop Working Drawings and Specifications
4. Renovation

Respectfully Submitted:

Lee Hales, Consulting Associate
RICHARD MUTHER & ASSOCIATES, INC.
6155 Oak Street
Kansas City, Missouri 64113

Rufus D. Holt, Architect
SELMON T. FRANKLIN ASSOCIATES,
ARCHITECTS, INC.
Chattanooga, Tennessee

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the records of the Sheriff's Office for February, 1976, and of the County Court Clerk's office for March 1976 be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

REPORT OF WILLIAM F. (BILL) KNOWLES, COUNTY COURT CLERK

FOR THE MONTH OF MARCH 1976

William F. (Bill) Knowles	$ 1801.60
Barbara Adams	710.14
Madolyn Bales	674.58
Jack F. Beaton	1153.84
Louise Conner	738.46
Geraldine Dent	674.58
Gwendolyn Fletcher	674.58
Betty Herring	674.58
Donald Hixson	900.00
Betty C. Kyle	738.46
Betty Lynch	738.46
Frances Marlowe	738.46
Marilyn McCollum	674.58
Karen J. Poland	738.46
Elmo Pruitt	761.52
Everett Schaerer	765.46
Ruth E. Schmid	784.60
Theresa Stanley	743.72
Betty Sutherland	674.58
Estil Varner	1086.46
Jett Varner	674.58
Kittie Wallace	674.58
Carolyn Williams	876.92
Janis J. Wilson	651.86
Ben Woodard	798.04
D'Wayne S. Young	600.00
Frances Taylor	623.06
	21346.16

OTHER DISBURSEMENTS

Extra Clerks	16277.00	
Auto Expense	29.25	
Postage	1105.10	
Dues and Subscriptions	35.80	
		17447.15

TOTAL FEES COLLECTED MARCH 1976	60246.43
TOTAL OPERATIONAL EXPENSES MARCH 1976	38793.31
TOTAL EXCESS FEES REMITTED THIS REPORT PERIOD	.00
TOTAL EXCESS FEES WITHDRAWN THIS PERIOD	.00
PREVIOUS BANK BALANCE FORWARDED	4833.77
BANK BALANCE FEE ACCOUNT	21453.12
TOTAL EXCESS FEES REMITTED TO DATE	59635.95
TOTAL EXCESS FEES WITHDRAWN TO DATE	45000.00
TOTAL EXCESS FEES REPAID TO DATE	.00

This is to certify that this is a true and correct report of the receipts and disbursements for this period.

William F. Knowles

William F. (Bill) Knowles
County Court Clerk

FRANK NEWELL,
OFFICE OF H. XXXXT, SHERIFF
HAMILTON COUNTY, TENNESSEE

FINANCIAL STATEMENTS FOR MONTH OF February, 76

Opening Cash Balance. . . . . $ 88,595.68

STATEMENT OF CASH RECEIPTS

GENERAL FUND:		
Ex-Officio appropriation	$105,000.00	
Misdemeanor Costs		
Waiting on courts		
Summoning jurors		
Returning prisoners	2,432.80	
Workhouse cases	1,346.00	
Uniform allowances	1,455.00	
Alcoholic rehabilitation officer	800.00	111,033.80
CIRCUIT COURT CLERK:		
Court of General Sessions	$ 6,766.98	
Circuit Court	2,448.97	9,215.95
CRIMINAL COURT CLERK:		
Criminal Court	$ 3,793.16	
Court of General Sessions	1,168.50	4,961.66
OTHER SOURCES:		
Foreign papers	$ 382.26	
Boarding prisoners Army A.W.O.L.	1,692.00	
State of Tennessee		
Federal government	968.00	
City of ~~Chattanooga~~ Signal Mtn.	112.00	
City of Red Bank	59.00	
Other: Transfer Funds from United Bank to Pioneer Bank	88,595.68	
Supreme Ct. Garnish. $764.50, Reimburse Fed. Auto Theft Detective $3,962.70, Damage to Patrol Car N.Creamer $208.87 R. Bank Reimburse Undercover Narc Salary $2,900.00, Reimburse Travel to Sheriff's Meetings $151.76	7,987.83	99,796.77
TOTAL RECEIPTS		225,008.18
TOTAL AVAILABLE CASH		$313,603.86

STATEMENT OF DISBURSEMENTS

EXPENSES OF OFFICE:		
Salaries-(See attached detail)		115,341.75
Automobile expense-	$	
Repairs and parts	12,874.77	
Gas, Oil and grease	13,161.29	
Tires and tubes	3.00	
Insurance		
Radio service	298.05	
Auto allowance for process servers		26,337.11
Other-		
Provisions	$ 4,709.93	
Returning prisoners	772.00	
Uniform allowances	1,455.00	
Alcoholic rehabilitation officer	752.30	
Miscellaneous: Office	144.18	
Transfer Funds from United Bank to Pioneer Bank	88,595.68	
Reimburse to Sheriff's Meet. $151.76, Exp. to Intoximeter School $65.85, Reg. Fee to Arson Seminar $10.00, Legal Adv. on Comm. Equip & Gun Sale $140.76	368.37	96,797.46
TOTAL DISBURSEMENTS		238,476.32
CLOSING CASH BALANCE		75,127.54

Signed Frank Newell
Sheriff

Sworn to and subscribed to before me, this the 6 day of April 1976.

W. J. Krouse
County Court Clerk

SALARIES FOR THE MONTH OF FEBRUARY, 1976

SHERIFF

Frank Newell		1,801.62

DEPUTIES

Edward J. Russell	Chief Deputy	1,356.92
William G. Newell	Ass't Chief Deputy	980.30
John D. Holt	"	980.30
Wm. E. Robbs	Chief of Detectives	980.30
Oscar E. McMillian	Detective Lieutenant	844.62
David M.Minnich	"	844.62
Clarence E. Schroyer	Narcotic Inspector	893.54
Martin Brown	Narcotic Lieutenant	844.62
Paul J. Smith	Narcotic Detective	793.84
Hamilton Blackstone	"	807.70
E. Glenn Broyles	"	793.84
Lonnie Schultz	"	720.92
Thomas R. Shugart	"	807.70
Howard V. Shutters	"	793.84
Craig D. Glaze	Arson Detective	793.84
James E. Arrowood	Detective	793.84
Billy R. Davis	"	793.84
Douglas M. Everett	"	793.84
Paul R. Holt	"	793.84
John T. Lawson	"	793.84
Clinton H. Peoples	"	784.62
Rodney Veron	"	793.84
Chester Westfield	"	793.84
David Ziegler	"	238.14
C. L. Westbrook	Fugitive Detective	793.84
F. A. Wilson	"	793.84
James A. Baker	Auto Theft Detective	793.84
Melvin K. Johnson	"	793.84
Robert J. Davis	Captain	875.08
Kenneth Lee	"	875.08
Wm. A. Robinson	"	875.08
James O.Lane	Lieutenant	844.62
Sam James	Sergeant	784.62
Fletcher D. Miller	"	784.62
Robert O'Dell	"	784.62
Claude Petty	"	784.62
Willie Turner	"	784.62
Joseph Dietzen	Desk Sergeant	784.62
Thomas L. Fox	"	784.62
James N. Lusk	"	784.62
Calvin G. Sivley	"	784.62
Jo B. Abney	Patrolman	631.17
Edwin Anderson	"	752.30
Mitchell T. Ball	"	720.92
James E. Bell	"	752.30
Charles J. Brock	"	641.54
Edward R. Brown	"	752.30
Austin L. Burns	"	752.30
T. J. Burns	"	752.30
Joe I. Bush	"	752.30
Roy Combs	"	720.92
Denise Creamer	"	62.31
Charles Dagnan	"	664.62
Jack Danielson	"	752.30
Darwin Dickson	"	664.62
C. Owen Early	"	128.32
David Francisco	"	720.92
Doyle E. Francisco	"	664.62
David L. Goodman	"	664.62
Larry R. Gragg	"	752.30
Murray Greer	"	160.40
Robert M. Griffin	"	664.62
Charles Grissom	"	720.92
James Hardy	"	752.30
John Haslerig	"	641.54
Ronnie Hayes	"	664.62
Larry Holland	"	720.92
Charles Huggins	"	481.17

DEPUT[illegible]NTINUED

Lawrence Ingle	Patrolman	641.54	
Fred Johnson, Jr.	"	720.92	
William B. Lampkin	"	161.54	
Donald A. McCullough	"	752.30	
James Massengale	"	752.30	
Willis D. Matthews	"	641.54	
John S. Maxwell	"	720.92	
Goldman P. Maynard	"	720.92	
R. L. Monger	"	752.30	
James M. Moore	"	664.62	
Horace A. Morgan	"	720.92	
Johnny R. Morris	"	664.62	
Lewis S. O"Neal	"	752.30	
Ervin O. Partridge	"	752.30	
Ronald R. Harson	"	376.15	
Fred Paul	"	752.30	
Cleveland V. Price	"	752.30	
Thomas E. Ratledge	"	752.30	
Randall Rich	"	752.30	
Charles Richmond	"	752.30	
Ralph Rogers	"	664.62	
Michael Rundles	"	720.92	
Douglas Rutherford	"	752.30	
James Sanders	"	720.92	
James Swafford	"	720.92	
John Swope, Jr.	"	752.30	
Joel W. Syler	"	720.92	
Charles Tate	"	641.54	
Harmon D. Thomasson	"	641.54	
Donald Thompson	"	752.30	
Richard Thurman	"	664.62	
Harry G. Tomaras	"	664.62	
Bill Uren	"	752.30	
Vernon L. Vaughn	"	752.30	
David L. Walker	"	664.62	
Jerry W. Watkins	"	720.92	
James T. Wilken	"	752.30	
Benny Williams	"	752.30	
William Williams	"	752.30	
Ronald Winkler	"	664.62	
Charles Westfield	Janitor (Spec. Officer)	448.62	78,867.30

PROCESSING OFFICERS

Claude R. Fifer	Civil Officer	727.38	
Arthur R. Gray	"	727.38	
E. Jonah Harris	"	727.38	
Frederick Lawing	"	727.38	
Barney Morgan	"	727.38	
Edwin Price	"	727.38	
E. J. Self	"	727.38	
J. Harvey Steele	"	727.38	
Shelton Swafford	"	727.38	
Harry Weddle	"	727.38	7,273.80

JAILERS

Grover C. Fuller	Chief Jailer	784.62	
Harry Bible	Jailer	752.30	
David Carlisle	"	752.30	
C. Wayne Condra	"	664.62	
Bueford Genter	"	224.56	
James Grayson	"	320.77	
Richard Hight	"	664.62	
Robert L. Mowery	"	752.30	
Ralph Murphy	"	752.30	
Henry Patterson	"	752.30	
Wiley Perkinson	"	752.30	
Shelby Rogers	"	752.30	
Paul W. Scott	"	752.30	
Walter Sprouse	"	720.92	9,398.51

CLERICAL

Mary J. Schoolfield	Co-ordinator	600.00	
Carolyn S. Minnich	Executive Secretary	701.54	
Donna Sparks	Det. Dept. Secretary	600.00	
Karen McConkey	Sec. to Sheriff's Dept.	450.00	

CLERICAL CONTINUED

Marguerite M. White	Chief Bookkeeper	810.46	
Lenda R. Clark	Assistant Bookkeeper	641.54	
Aubrey Haley	Utility Clerk	504.92	
Jewell Hardaway	"	311.54	
Gladys Leming	Dispatcher	641.54	
Sheila J. Messick	"	641.54	
William H. Long	"	641.54	
Louise Twyman	"	641.54	
Mildred Wilkey	"	641.54	7,827.70

OTHERS

Oliver Cobb	Court Officer	720.92	
Roy Eldridge	"	720.92	
Claude Kersey	"	752.30	
Grover T. Payne	"	752.30	
James Sage	"	752.30	
Jimmy Sharrock	"	752.30	
A. L. Dempsey	Process Server	727.38	
William F. Drew	"	727.38	
James G. Holder	"	727.38	
Bryant Turner	"	727.38	
C. E. Arnold	Special Officer	76.16	
Richard Barnard	"	76.16	
W. Frank Clark	"	76.16	
Wm. E. DeSha	"	161.54	
Mitchell Durham	"	76.16	
Andrew J. Ellis	"	161.54	
W. Harold Garner	"	76.16	
Robert Gilreath	"	76.16	
Aubrey Green	"	76.16	
James R. Grindle	"	76.16	
George Hixson	"	76.16	
John Jenkins	"	76.16	
Karey Kaley	"	76.16	
William Kay	"	76.16	
Karl Kayler	"	76.16	
Melvin Loveladd	"	76.16	
Wm. E. Page	"	76.16	
Charles Parks	"	76.16	
Leslie Satterfield	"	76.16	
John Solomon	"	76.16	
Larry D. Stearns	"	76.16	
Luther Tilley	"	76.16	
John Webster	"	76.16	
A. J. Wilson	"	76.16	
John Lanham	Staff Chaplain	76.16	9,435.32

GUARDS (HOSPITAL & SPECIAL DUTY)

Martha Robbs	Special Duty (Nurse)	160.00	
Robert Hoge	" (Guard)	200.00	
Oscar U. Taylor	"	190.00	
Herschel T. White	"	187.50	737.50

A P R I L T E R M 1 9 7 6

ON MOTION of Councilman Long, seconded by Councilman Fuller, to Adjourn. The foregoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

CHAIRMAN

COUNTY COURT CLERK

M A Y T E R M 1 9 7 6

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

WEDNESDAY, MAY 12, 1976

BE IT REMEMBERED, That on this the 12th day of May, 1976, a Regular Meeting of the County Council was begun and held at the Court House in the City of Chattanooga, when the following proceedings were had, to-wit:-

Present and presiding, the Honorable Don Moore, Chairman.

County Court Clerk W. F. (Bill) Knowles called the Roll of the County Council and the following, constituting a Quorum, answered to their names: Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

The invocation was given by Rev. John Wikle, St. Andrews Methodist Church, who was County Chaplain for the day.

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, to dispense with the reading of the minutes of the previous meeting, treat same as read, approved, made a matter of record and filed. The forgoing Motion was unanimously Adopted by Acclamation. Total present-5. Absent-0.

Attached hereto is a copy of the Public Notice of this meeting, which was published in the local newspapers, and is made a part of these minutes.

* * *

M A Y T E R M 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, May 12, 1976, at 9:00 A. M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A. M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge
and Chairman of the
County Council

CHATTANOOGA NEWS-FREE PRESS, THURSDAY, MAY 6, 1976

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant to Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, May 12, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10:00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge and Chairman of the County Council

THE CHATTANOOGA TIMES, FRIDAY, MAY 7, 1976

PUBLIC NOTICE OF MEETING OF COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE

Take notice, pursuant of Chapter 442, Public Acts of Tennessee of 1974, the County Council of Hamilton County, the governing body of said County, will convene and meet in preliminary session on Wednesday, May 12, 1976, at 9:00 A.M., Eastern Standard Time, in the Conference Room, 201 Courthouse, and in open session at 10.00 A.M., in the County Council Room at the Hamilton County Courthouse, 6th and Walnut Streets, Chattanooga, where and at which time and place the said Hamilton County Council will transact such public business as may lawfully come before it.

Don Moore, County Judge and Chairman of the County Council

State of Tennessee
Hamilton County

MAY TERM 1976

May 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-1

TITLE REZONING FROM URBAN RESIDENTIAL DISTRICT TO LOCAL BUSINESS DISTRICT A TRACT OF LAND LOCATED IN THE 1800 & 1900 BLOCKS OF GOLD POINT CIRCLE NORTH. THIS TRACT BEGINS AT A POINT IN THE SOUTH LINE OF GOLD POINT CIRCLE NORTH, SAID POINT BEING SOME 1250' NE OF HIXSON PIKE, AND EXTENDS NE, ALONG THE SOUTH LINE OF GOLD POINT CIRCLE NORTH 924', THENCE SE 500' THENCE SE 830', THENCE NW 500' TO GOLD POINT CIRCLE NORTH, THE POINT OF BEGINNING.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, H. Q. and Bobbie Evatt petitioned The Chattanooga-Hamilton County Planning Commission to rezone a tract of land located in the 1800 & 1900 blocks of Gold Point Circle North, and said Planning Commission after hearing recommended that said petition be denied; and

WHEREAS, H. Q. and Bobbie Evatt requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on May 12, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the petition to rezone from Urban Residential District to Local Business District a tract of land located in the 1800 and 1900 blocks of Gold Point Circle North. This tract begins at a point in the South line of Gold Point Circle North, said point being some 1250' NE of Hixson Pike, and extends NE, along the south line of Gold Point Circle North 924', thence SE 500', thence SE 830', thence NW 500' to Gold Point Circle North, the point of beginning be denied.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☐
Rejected: ☑

MAY TERM 1976

Judge Moore stated that Mr. Evatt's Attorney was unable to be present because of a conflict and had requested that this rezoning be considered at the Council meeting next week. Judge Moore stated that there was quite a delegation present in opposition to the rezoning and he thought the Council should hear from them today since they had taken the time to come to this meeting and then it would not be necessary for them to come back next week.

Mr. Dillard Smith, of Gold Point Circle, stated that a petition containing the signatures of 91 property owners who objected to commercial zoning in an urban residential area had been presented to the Planning Commission. Mr. Smith said that they have had many problems with zoning in that area and they feel that there is plenty of room on Hixson Pike and do not agree with spot zoning. Mr. Smith said that there was quite a group of people with him today to object.

Judge Moore asked the delegation to stand and determined that there were approximately 20 people present, and noted that these represent the 91 who signed the petition as well. Judge Moore asked if any of these wished to add anything to Mr. Smith's statement and told them that the Council would take note of their objections and consider this when the application for rezoning is taken up next week.

Attorney Richard Dietzen apologized for being late, that he was tied up. Judge Moore explained that they were passing the rezoning at the request of Mr. Evatt's attorney. Judge Moore told Mr. Dietzen that they had heard from the delegation and he did not feel that it would be necessary for them to come back to the meeting next week, that this would be an imposition on them.

Mr. Dietzen said that he did not know until yesterday that Mr. Reigold was going to make application to pass this rezoning, and Mr. Smith has already contacted the 91 people so that they would be present and it was too late to contact them again. Mr. Dietzen said he thought many of these people would want to hear the case, that some matters might come up that they would want to rebut. Mr. Dietzen said that whenever a case is passed it works a hardship on the people involved and that he would urge the Council that it not be passed.

Judge Moore said that he understood Mr. Evatt was in Nashville today.

Mr. Dietzen said that he had advised Mr. Reingold that they would resist the passing of the case. Mr. Dietzen suggested that Mr. Reingold wanted the people brought in today so that they would not be present when the case was heard.

Councilman Fuller told Mr. Dietzen that Mr. Reingold had indicated to the Council that Mr. Dietzen had no objections to having these people come in today and then hear the case next week. Mr. Dietzen said that he did not say that to Mr. Reingold. Mr. Dietzen said that they stood right there in front of Sandra (Styles, Judge Moore's secretary) and discussed this and that she heard them. Mr. Dietzen said that he told Mr. Reingold these people were coming and asked him to get free to come down and be present for the hearing.

Judge Moore said that he was on the phone when Mr. Dietzen and Mr. Reingold were discussing this and did not hear the actual conversation but judging from the volume and tone of voice it did not sound quite like Mr. Dietzen was willing to pass it. Judge Moore asked the will of the Council. Mr. Dietzen requested that the case be heard today, that this group had gone to a great deal of trouble to get here, and they objected very strongly to the case being passed.

Councilman Ricketts said that he thought they should go ahead and hear it. Councilman Fuller said this put the Council in a difficult position, that upstairs they had agreed to wait and thought that it was agreed upon.

Mr. Smith stated that they had told Mr. Dietzen yesterday that they objected to the case being passed.

It was decided that the case would be heard at the end of the other Council proceedings and that Mr. Dietzen would go and find Mr. Reingold and ask him to come to the meeting.

(Action on this Resolution taken at the end of this meeting. Page 1015.)

State of Tennessee
Hamilton County

May 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-2

TITLE REZONING FROM AGRICULTURAL DISTRICT AND URBAN RESIDENTIAL DISTRICT TO GENERAL BUSINESS DISTRICT A TRACT OF LAND LOCATED AT THE SW INTERSECTION OF BOY SCOUT ROAD AND MIDDLE VALLEY ROAD. 1) THIS TRACT BEGINS 1,219' WEST OF MIDDLE VALLEY ROAD, FRONTS 200' ON THE SOUTH LINE OF BOY SCOUT ROAD AND EXTENDS SW 610.47' TO OLD BOY SCOUT ROAD, THENCE SE, ALONG THE NORTH LINE OF OLD BOY SCOUT ROAD, ABANDONED, 1150' TO LICK BRANCH, THENCE NE, ALONG THE CENTERLINE OF LICK BRANCH, 800' TO MIDDLE VALLEY ROAD, FRONTS 50' ON THE WEST LINE OF MIDDLE VALLEY ROAD, THENCE NW, ALONG AN AREA PRESENTLY ZONED GENERAL BUSINESS, 485', THENCE SW 400' THENCE NW 315' TO BOY SCOUT ROAD, THE POINT OF BEGINNING. 2) A TRACT BEGINS 575' SOUTH OF OLD BOY SCOUT ROAD, FRONTS 400' ON THE WEST LINE OF MIDDLE VALLEY ROAD AND EXTENDS NW, BETWEEN PARALLEL LINES 300'.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, Roy T. Boston petitioned The Chattanooga-Hamilton County Planning Commission to rezone a tract of land located at the SW Intersection of Boy Scout Road and Middle Valley Road, and said Planning Commission after hearing recommended that said petition be approved for the 14 acre tract only.

WHEREAS, Roy T. Boston requested that the County Council consider said petition and notice has been published in a newspaper in general circulation in Hamilton County that the County Council would hold a public hearing on May 12, 1976, concerning the passage of this Resolution as required by law, and such hearing having been held.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COUNCIL OF HAMILTON COUNTY, TENNESSEE, IN SESSION ASSEMBLED: That the petition to rezone from Agricultural District and Urban Residential District to General Business District a tract of land located at the SW intersection of Boy Scout Road and Middle Valley Road. 1) This tract begins 1, 219' West of Middle Valley Road, fronts 200' on the south line of Boy Scout Road and thence SE, along the north line of Old Boy Scout Road, abandoned, 1150' to Lick Branch, thence NE, along the centerline of Lick Branch, 800' to Middle Valley Road, fronts 50' on the west line of Middle Valley Road, thence NW, along an area presently zoned general business, 485', thence SW 400', thence NW 315' to Boy Scout Road, the point of beginning. 2) A tract begins 575' south of Old Boy Scout Road, fronts 400' on the west line of Middle Valley Road and extends NW, between parallel lines 300' be approved for the 14 acre tract only.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Acclamation, approving only the 14 acre portion that the Planning Commission had recommended. Total present-5. Absent-0.

* * *

(Judge Moore stated that 14 people had signed a petition objecting to this rezoning because of a flooding problem. He said that since that time Mr. Boston had requested that a portion of application be withdrawn and only a portion relating to the 14 acres that the Planning Commission approved be considered by the Council. Judge Moore asked if there was anyone present in opposition. There was no one.)

State of Tennessee } MAY TERM 1976
Hamilton County

May 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-3

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TENNESSEE LAW ENFORCEMENT PLANNING AGENCY IN ORDER TO FUND THE ATTENDANCE OF A COUNTY TRIAL JUDGE AT A TRIAL JUDGES ACADEMY WORKSHOP AND TO PAY THE COUNTY BUY-IN SHARE THEREFOR.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, pursuant to the provisions of "The Crime Control Act of 1973" (42 U.S.C. 3701), the Tennessee Law Enforcement Planning Agency distributes grant funds for worthwhile projects, including activities designed to upgrade and improve the Judicial System; and

WHEREAS, a two-week conference will be held at the University of Virginia for members of the Trial Judges Academy, wherein workshops will be conducted in order to instruct members of the judiciary in a wide-range of trial-related subjects, including the applicability of the Fourth Amendment to the U. S. Constitution to the trial process, the "separation of powers" concept, Judge-Jury relations, Preliminary Hearings Standards, etc.; and

WHEREAS, the abovementioned conference can be attended by the Honorable William M. Sherrill, Judge of Hamilton County Sessions Court, total grant funding of $1,179.00 being available, including a County buy-in share of $59.00; and

WHEREAS, aforesaid Judge will reimburse Hamilton County for any amounts paid under the provisions of the grant herein mentioned.

NOW, THEREFORE, BE IT RESOLVED, BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to execute and submit the attached and incorporated grant application to the Tennessee Law Enforcement Planning Agency, and to pay the County buy-in share therefor, it being understood that any amounts so paid will be reimbursed by Judge William M. Sherrill of the Hamilton County Sessions Court.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this would permit a sessions judge to attend a conference to be held in Virginia. Judge Moore said that there is a match situation with TLEPA.)

MAY TERM 1976

STATE OF TENNESSEE

LAW ENFORCEMENT PLANNING AGENCY

Application is hereby made for a grant under the provisions of the Crime Control Act of 1973 (42 USC 3701) in the amount and for the purpose set forth in this application.

TLEPA USE ONLY
Date Stamp

1. State Program Under Which Application is Made:

Number: _____ Title: _____

2. (a) System Component:
( )General ( ) Police (X)Judicial ( ) Correctional
( ) Juvenile Delinquency
(b) Functional Area:

(c) Type of Application:
(X)Original ( )Continuation
(d) Has Application been submitted for A-95 review?
(X) Yes ( ) No

GRANT NUMBER

PROGRAM DESCRIPTER

Approved ( )
Disapproved ( )
Special Cond. ( )

3. Short Title of Project: (do not exceed one line)
The Trial Judges Academy

4. Applicant (Name, address and telephone number)
Hamilton County Sessions Court
William M. Sherrill, Judge
Walnut Street
Chattanooga, TN 37402
Phone (615) 757-2511

5. Project Director (Name, title address and telephone number)
Judge William M. Sherrill
Hamilton County Sessions Court
Walnut Street
Chattanooga, TN 37402
Phone (615) 757-2511

6. Project Summary: Summarize, *in the space provided*, the most important parts of the project, including goals, impact, scope, and evaluation.

At the head of our government lies the separation of powers.

The Trial Judges Academy workshop will be an opportunity to review the ways each judge can contribute to and benefit from the separation of powers through judicial independence and responsibility. An added feature will be a lecture on the historical development of the Fourth Amendment, providing a necessary background for the day-to-day application of this Constitutional right.

Basic factual material will be presented in brief intensive lectures. Participants then break into small groups to identify problems and discuss solutions. Videotape viewing sessions are used for situational reinforcement. Videotaped sessions of participants will be used to study unconscious mannerisms and demeanor of the judge in action.

7. Grant Funds	8. Local Cont.	Buy-in	9. Total Funds:	10. Duration of Project
$ 1,[illegible].00	$ 59.00	$ 59.00	$ 1,179.00	From 8/8/76 To 12/31/76

TLEPA 1976 Grant Application

An additional 60 days will

LAW ENFORCEMENT PLANNING AGENCY

APPLICATION FOR ACTION GRANT

11. IDENTIFICATION OF PROBLEM: Describe nature, scope, and degree of the problem. This description explains your justification for submitting the grant application. Use meaningful facts and data to support need. (If additional space needed, attach additional sheets and number them 2a, 2b, etc.)

The necessity for this training is as follows:

American Academy of Judicial Education is constantly developing, improving and blending innovative teaching methodologies so judges can absorb more pertinent information and relate the elements to the system as a whole, retain what is essential to them, and be able to apply what they have learned with compassion under difficult and controversial circumstances. Many of the teaching techniques are unique. The showing and implementation of these techniques and ideas can best be communicated through conferences such as the one proposed.

12. PROJECT OBJECTIVES: This is a statement of needs to solve the problem. Give a concise statement of each of the objectives of the proposed project which are precise statements of the kinds of improvements sought. (If additional space is needed, attach additional sheets and number them 3a, 3b, etc.)

The overall objective of the project is to improve the judicial performance of the presiding judge. Some of the problems and methods of coping with them which will be discussed will include - Search and Seizure - with and without a warrant, Pre-Trial Release, Standards of Indigency, Confessions, Plea Bargaining, Preliminary Hearings, Judge-Jury Relations, Contempt and Courtroom Disturbances, Alternatives to Incarceration, The Law of Sentencing and Standards and Procedures of Sentencing.

MAY TERM 1976

13. MEANS OF ACHIEVING THE OBJECTIVES: Describe the general method, procedure, or strategy for obtaining the objectives of the project and describe the operation of the project. (If additional space is needed, attach additional sheets and number them 4a, 4b, etc)

The project consists of a two week conference at the University of Virginia. The conference will consist of brief, intensive lectures, small discussion groups and Lesson Plans which contain the sustance of the presentation. Videotape viewing sessions will be used extensively at all stages of the learning process.

Ethics, community relations, how to handle the news media, inherent powers, and the role of the judge will be stressed at appropriate times, providing an overall perspertive of the trial judges continuing independence and responsibilities.

MAY TERM 1976

14. PROJECT EVALUATION: Describe the procedure of measuring the degree to which each objective of the project will be achieved. (If additional space is needed, attach additional sheets and number them 5a, 5b, etc.) Be sure to include the following:

A.) Evaluation objectives:
Evaluation of the project will be made by participants based on the material included and the way that it is presented.

B.) Data Sources:
Data will be utilized from printed materials such as lesson plans, The Quick Reference Manual, Recent Decisions Digest and videotapes from the National Videotape Library.

C.) Method of obtaining Data:
Comprehensive lesson plans which contain the substance of the presentation will be utilized to obtain data on the project. Scenerios from the National Videotape Library will be viewed and discussed.

D.) Analysis of Data:
An analysis of the project will be made by each judge at the conclusion of the conference. Suggested techniques and new proposals will be tried on an experimental basis to test their effectiveness.

15. PROJECTED PROGRESS: Project the progress you expect to make on this project. The space provided is divided into 90 day periods and you are to indicate what percentage of the project should be completed during each three month period and in the narrative you are to describe specific accomplishments you expect to complete during each period. (If the project will be completed in less than one year, so indicate when it will be completed.)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
First 3 mos.	75%	The program will be 100% completed in the workshop session from August 8 to August 20, 1976
[illegible]	25%	File claim for reimbursement and close out the project.

15. (Continued)

PERIOD	% COMPLETED	PROJECTED PROGRESS DURING THIS PERIOD
THIRD 3 mos.		
Fourth 3 mos		

16. APPENDIX: Material not actually a part of the proposal is to be placed in the appendix. Such material will include brochures, letters in support of the program, literature, personnel specifications and statement of duties for all positions requested, etc. (Label each piece of additional material separately, i.e. Appendix A, Appendix B, etc., and indicate the number and title of each in the space below.)

APPENDIX NO.	TITLE
A	
B	
C	
D	

(IF ADDITIONAL SPACE NEEDED, ADD AN ADDITIONAL PAGE NUMBERED 6a, 6b, etc

17. BUDGET SUMMARY FOR GRANT PROJECTS: Enter totals by category as detailed on pages 8 and 9 of this application. This budget should be based on a grant year, (12 months or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
Personnel			
Travel	$ 144.00	$ 130.00	$ 14.00
~~Consultant Services~~ Tuition & Registration	540.00	486.00	54.00
~~Supplies & Operating Expenses~~ Food & Lodging	410.00	369.00	41.00
Equipment			
Other (specify) Taxi Fare	85.00	76.00	9.00
TOTAL	$1,179.00	$1,061.00	$ 118.00
Percentage	100%	90 %	10 %
State Buy-in-50% of Matching Funds or $ 59.00			

NOTE: Grant fund total cannot exceed 90% of the total project cost, and matching funds total must be at least 10%. Buy-in is 5% of the total project cost.

18. DETAILED PROJECT BUDGET: The budget must be completed in detail with amounts rounded to the nearest whole dollar. The budget should cover the entire project period or twelve months, whichever is less.

The budget has separate columns to show which costs or budget elements will be supported from grant funds and which from grantee matching (cash) contributions. Only matching funds expended after the date of the grant award date can be counted as matching contributions.

15. (continued) whenever the space for any budget category is inadequate to permit listing of all items, the notation, "See Continuation Sheet" should be entered, category totals should be inserted and all items in the category should be listed on a continuation page numbered 8a, 8b, or 9a, 9b, etc.

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
A. PERSONNEL: List each position by title, show the annual salary rate and the percentage of time devoted to the project by the employee. (List position specifications in appropriate Appendix-see item 16)			
i. Salaries ii. Employee Benefits			
TOTALS			

B. TRAVEL: Itemize travel expenses of project personnel by purpose (i.e. mileage, room and board). In training projects, where travel and subsistance of trainees is included, this should be separately listed indicating the number of trainees and unit costs involved.

Air Fare	144.00	130.00	14.00
TOTALS	$ 144.00	$130.00	$ 14.00

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS
C. CONSULTANT SERVICES: List each type of consultant or service, the proposed fee rates, and the amount of time to be devoted to such services.			
Tuition & Registration	540.00	486.00	54.00
TOTALS	$540.00	$486.00	$54.00
D. SUPPLIES & OPERATING EXPENSES: List items within this category by major type (i.e. office supplies, telephone and postage, equipment rental, etc.) and show basis for computation ("x" dollars per month for office supplies, "y" dollars per month for telephone, etc.).			
Food & Lodging Room $21/Day Inc.Tax Meals $10.50/Day	$ 273.00 137.00	$ 246.00 123.00	$27.00 14.00
TOTALS	$ 410.00	$ 369.00	$41.00
E. EQUIPMENT: Each type of item to be purchased should be separately listed with unit cost.			
TOTALS			
F. OTHER (specify): List each item and the cost.			
Taxi Fare Etc.	$85.00	$ 76.00	$ 9.00
TOTALS	$85.00	$76.00	$ 9.00
TOTAL PROJECT COST	$1,179.00	$1,061.00	$118.00

(Sum of the above category totals or all individually listed budget items)

AFFIRMATION AND SIGNATURE OF AUTHORIZED OFFICIAL

I hereby affirm that the information contained in this application is, to the best of my knowledge and ability, a true and accurate statement.

4/23/76
DATE

SIGNATURE

Don Moore, County Judge
TITLE

FOR TLEPA USE ONLY

This grant application has been reviewed by the staff of the Tennessee Law Enforcement Planning Agency, and I recommend

[] Approval of the application as submitted

[] Approval of the application with Special Conditions attached

[] Disapproval

DATE

Director, TLEPA

State of Tennessee
Hamilton County

MAY TERM 1976

May 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-4

TITLE A RESOLUTION TO OFFICIALLY RATIFY THE SUBMISSION OF CERTAIN ATTACHED GRANT APPLICATIONS TO THE TENNESSEE DEPARTMENT OF CONSERVATION, DIVISION OF FORESTRY, FOR PURPOSES OF RURAL COMMUNITY FIRE PROTECTION, AND TO AUTHORIZE THE COUNTY JUDGE TO MATCH SUCH FUNDS AS ARE THEREBY FUNDED.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, rural fire protection is a critical need facing thousands of Hamilton Countians, this need being reduced by the actions of many outstanding persons serving within various Volunteer Fire Departments; and

WHEREAS, most of these Volunteer Fire Departments desparately require financial assistance in order to adequately provide even limited fire protection to our citizens; and

WHEREAS, pursuant to the "Rural Development Act for Rural Community Fire Protection", federal grant assistance is provided through the U. S. Department of Agriculture and the Tennessee Department of Conservation, Division of Forestry, such funding designed to assist rural-based Volunteer Fire Departments to acquire fire protection equipment so as to better serve rural communities; and

WHEREAS, grant applications have been submitted to said Division of Forestry, pursuant to a letter of intent authorization signed by all members of this County Council and dated April 29, 1976, a true and accurate copy of which is attached hereto, same being so authorized due to grant application deadlines; and

WHEREAS, said grant applications were submitted in order to benefit the following named Volunteer Fire Departments, with the amount requested by each department shows also:

Dallas Bay Volunteer Fire Department	$1,511.00
Sale Creek Volunteer Fire Department	$1,639.00
Highway 58 Volunteer Fire Department	$1,549.00
Walden's Ridge Emergency Service	$1,998.00

The total amount requested being $6,697.00, same to be matched by Hamilton County to the extent of funding received up to the amounts respectively given above.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the submission of the aforesaid grant applications, copies of which are attached hereto, is hereby officially ratified and the County Judge is authorized to match such amounts as are funded to the respective extend as set forth above, same to be paid out of the County General Fund.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that this will permit approximately $6,000 in funding from this source to be utilized for rural fire protection.)

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

April 30, 1976

Mr. Max J. Young, State Forester
Division of Forestry
Tennessee Department of Conservation
2611 West End Avenue
Nashville, TN 37203

Dear Mr. Young:

Enclosed are four applications for Title IV Funds under the Rural Development Act for Rural Community Fire Protection grants.

The four service areas of Hamilton County with 1970 Census population figures and amounts requested are listed by the name of the respective service agency below:

Dallas Bay Volunteer Fire Department	8,600	1,511.00
Sale Creek Volunteer Fire Department	5,100	1,639.00
Highway 58 Volunteer Fire Department	7,100	1,549.00
Walden's Ridge Emergency Service	1,500	1,998.00
TOTAL	22,300	$6,697.00

Your kind consideration of these proposals and your favorable response will be gratefully appreciated.

Sincerely yours,

Don Moore
County Judge

DM:mo

Enclosures

MAY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

April 29, 1976

We, the undersigned members of the Hamilton County Council, express our intent to pass a resolution which will provide the matching share for fire protection equipment for four Hamilton County Communities. The County's matching share will not exceed $7,000, but will help provide fire equipment for the communities of Dallas Bay, Highway 58, Sale Creek and Walden.

Don Moore, County Judge

Floyd L. Fuller, Jr., Councilman

Robert E. Long, Councilman

Jack D. Mayfield, Councilman

Coyel V. Ricketts, Councilman

PROPOSAL FOR

DALLAS BAY VOLUNTEER FIRE DEPARTMENT

MAY TERM 1976

OMB NO. 80-R0199

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)
PART I

1. State Clearinghouse Identifier

2. Applicant's Application No.

3. Federal Grantor Agency

Organizational Unit

Administrative Office

Street Address – P.O. Box

City State Zip Code

4. Applicant Name

Hamilton Co. Dept. of Community Development

Department Division

201 Courthouse

Street Address – P.O. Box

Chattanooga Hamilton

City County

Tennessee 37402

State Zip Code

5. Descriptive Name of the Project

Rural Community Fire Protection

6. Federal Catalog No.

7. Federal Funding Requested

$1,511.00

8. Grantee Type

____ State, X County, ____ City, ____ Other (Specify)

9. Type of Application or Request

X New Grant, ____ Continuation, ____ Supplement, ____ Other Changes (Specify)

10. Type of Assistance

X Grant, ____ Loan, ____ Other (Specify)

11. Population Directly Benefiting from the Project

8,600 (based on 1970 Census)

12. Congressional District

a. Third

b. Third

13. Length of Project

1 year

14. Beginning Date

July 1, 1976

15. Date of Application

May 1, 1976

16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.

Typed name: Don Moore

Title: County Judge

Telephone Number: AREA CODE 615 NUMBER 757-2489 EXT

Signature of Authorized Representative

For Federal Use Only

FORM AD 623 (12-72) PAGE 1

U.S. DEPARTMENT OF AGRICULTURE

APPLICATION FOR FEDERAL ASSISTANCE

(Nonconstruction Programs)

OMB NO. 80-R0 195

PART II

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body State Forester
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes X No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
____ Yes X No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes X No

Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan Chattanooga Ham.Co. Regional Planning Commission

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes X No

See instructions for additional information to be provided.

FORM AD 623 (12-72) PAGE 3

U.S. DEPARTMENT OF AGRICULTURE

APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Purchase of Equipment		$	$	$1,511.00	$1,511.00	$ 3,022.00
2.						
3.						
4.						
5. TOTALS		$	$	$1,511.00	$1,511.00	$ 3,022.00

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	NEW BUDGET – Grant Program, Function or Activity				Total
	(1) FEDERAL	(2) NON-FEDERAL	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment	1,511.00	1,511.00			3,022.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$ 1,511.00	$ 1,511.00	$	$	$ 3,022.00
7. Program Income	$	$	$	$	$

OMB NO. 80-R0100

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. EQUIPMENT	$ 1,511.00	$	$	$ 1,511.00
9.				
10.				
11.				
12. TOTALS	$ 1,511.00	$	$	$ 1,511.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$1,511.00	$1,511.00	$	$	$
14. Non-Federal	1,511.00	1,511.00			
15. TOTAL	$3,022.00	$3,022.00	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. EQUIPMENT	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
17. OPERATIONS	200,000.00	200,000.00	200,000.00	200,000.00
18.				
19.				
20. TOTALS	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

FORM AD 623 (12-72) PAGE 7

MAY TERM 1976

PART IV PROGRAM NARRATIVE

I. OBJECTIVES - To develop existing, rudimentary fire protection services by further training, and more adequately equipping, local forces.

To prevent, control and suppress fires threatening human life, livestock, wildlife, crops, pastures and property in unincorporated rural areas.

To implement a program of fire protection with a subsequent reduction in fire insurance rates for residents.

II. NEEDS - While fledgling forces do exist at this time, there is a need for further training and more adequate equipment in order that these forces may provide a higher level of fire protection for rural people, their property, their businesses and the quality of their environment.

This project is proposed for the unincorporated rural areas of Census Tract 104.01, that portion of Census Tract 104.02 contiguous with census tract 104.01, and bounded by Highway 27 on the west, Chattanooga city limits on the south and Soddy-Daisy city limits on the north; and census tract 103.01; excluding that small portion within the Soddy-Daisy city limits, but including the unincorporated rural communities of New Salem, Shady Grove, Dallas Hollow and Middle Valley. Minimal protection is provided for this area by the Dallas Bay Volunteer Fire Department (see attached map, Appendix A).

III. LAND USE - According to 1970 land use surveys, more than half of the entire area is vacant or used for agricultural purposes, and the most significant recent development has been in terms of residential use. This particular development has taken place largely in the Middle Valley area.

In general, residential development is characterized by widely dispersed housing sites. Located in this area is the Hamilton County Park (247 acres) which serves the entire county. Construction completed in early 1973 provided a total of 150 water and electrical outlets for use by campers. Five separate areas of the park have accomodations for up to 1,000 camping and trailer sites. Such a population concentration, though somewhat seasonal, constitutes a significant need for adequately organized, trained and equipped fire fighting forces.

The Sequoyah Nuclear Plant, now in an advanced stage of construction, is located on a large peninsula adjacent to Lake Chickamauga in Census Tract 103.01. The total complex covers 525 acres. While fire protection of this facility will be the responsibility of the Tennessee Valley Authority, the development of the surrounding area will require enlarged fire protection facilities.

The Northwest Hamilton County Comprehensive Services Center is also located in Census Tract 103.01. The Vocational-Technical School in this complex will begin full operation this fall. A child development center has been functioning with a full program for some time. A health center offering

a full range of services is in the initial stages of construction. The entire complex is located in a rural setting.

IV. DETERMINATION OF PROTECTION ADEQUACY - Hamilton County Government considers this area and other such areas in the county with similar neophyte fire fighting forces and limited equipment to be extremely high hazard.

The fire insurance rating for structural insurance in this area is 10. Adequate protection is defined as a rating of 9 or better for structural insurance in a rural situation (Federal Register, Vol. 40, No. 77, P. 17557). This rating attests the inadequacy of fire protection facilities for the people and property of this area.

This project request is to provide fire protection for the area described above with a population of approximately 8,600 people (see attached map, Appendix A).

The purchase of equipment detailed in Appendix B will be accomplished during the first year. Organizational review and upgrading will be accomplished on a regular and systematic basis. Training of personnel to develop skills and general expertise will likewise receive the regular and systemtaic attention of the entire force.

Hamilton County has unsuccessfully applied for funds for fire protection services to the Department of Housing and Urban Development and the U.S. Department of Agriculture through the Forest Service. The County has made preliminary application to the Farmers Home Administration for an essential community loan to fund an industrial park

with extensive water storage facilities available to fire fighting units in the north county area.

V. RESULTS OR BENEFITS EXPECTED - This project will provide improved fire protection for the people and property of the service area. It is expected in time that a savings in insurance premiums will be realized by achieving a rating of 9 or better for structural insurance because of the more adequate protection provided.

As additional funds are identified and made available, the various rural fire protection agencies will be expanded to provide improved services to their constituents.

VI. APPROACH -

APPENDIX A - Service Area Map

APPENDIX B - Equipment Requirement List

APPENDIX C - Charter and Related Legal Documents

APPENDIX D - County Council Resolution of Support

MAY TERM 1976

APPENDIX A

HAMILTON COUNTY

APPENDIX B

DALLAS BAY VOLUNTEER FIRE DEPT.
[illegible] DALTON LANE
[illegible], TENNESSEE 37319
[illegible] 376-[illegible]
[illegible] FIRE 757-3340

EQUIPMENT NEEDS FOR DALLAS BAY VOLUNTEER FIRE DEPT. AS PER N.F.P.A. MANUAL #19

ENGINE #1

ONE (1)	3-10 FOOT ATTIC LADDER	$126.00
TWO (2)	AXES, 1 PICK HEAD, 1 FLAT HEAD	48.00
TWO (2)	ELECTRIC HAND LIGHTS	40.00
TWO (2)	PORTABLE FIRE EXTINGUISHERS, ONE 10# DRY CHEM., ONE 15# CO2 WITH RUNNING BOARD HOLDERS	159.00
TWO (2)	PIKE POLES, ONE 6FOOT, ONE 10 FOOT	55.00
ONE (1)	25 FEET SOFT SUCTION HOSE WITH COUPLINGS	162.00
ONE (1)	SWIVEL CONNECTION, HYDRANT TO SUCTION HOSE	115.00
TWO (2)	WRENCH HOLDER SETS WITH TWO (2) COMBINATION SPANNERS AND ONE (1) HYDRANT WRENCH EACH	70.00
ONE (1)	FIRST AID EQUIPMENT	30.00
TWO (2)	30 MINUTE SELF CONTAINED BREATHING APPARATUS	800.00
TWO (2)	SPARE AIR TANK FOR BREATHING APPARATUS	160.00
ONE (1)	PAIR BOLT CUTTERS	18.00
ONE (1)	DISTRIBUTING NOZZLE	433.00
ONE (1)	PORTABLE HOLDING TANK	549.00
		$2,519.00

TANKER #1

TWO (2)	AXES, 1 PICK HEAD, 1 FLAT HEAD (6#)	48.00
TWO (2)	ELECTRIC HAND LIGHTS	40.00
TWO (2)	PORTABLE FIRE EXTINGUISHERS, ONE 10# DRY CHEMICAL ONE 15# CO2 WITH RUNNING BOARD HOLDER	159.00
TWO (2)	HYDRANT WRENCHES	20.00
TWO (2)	SPANNER WRENCHES	7.00
ONE (1)	FIRST AID KIT	30.00
		$ 304.00

TANKER #2

TWO (2)	ELECTRIC HAND LIGHTS	40.00
TWO (2)	PORTABLE FIRE EXTINGUISHERS, ONE 10# DRY CHEMICAL, ONE 15# CO2 WITH RUNNING BOARD HOLDER	159.00
		$199.00

TOTAL OVERALL EQUIPMENT $3,022.000

State of Tennessee

THE GREAT SEAL OF THE STATE OF TENNESSEE
XVI
AGRICULTURE
COMMERCE
1796

CHARTER

OF

DALLAS BAY VOLUNTEER
FIRE DEPT., INC.

RECEIVED FEE, $ 10.00

RECEIVED TAX, $

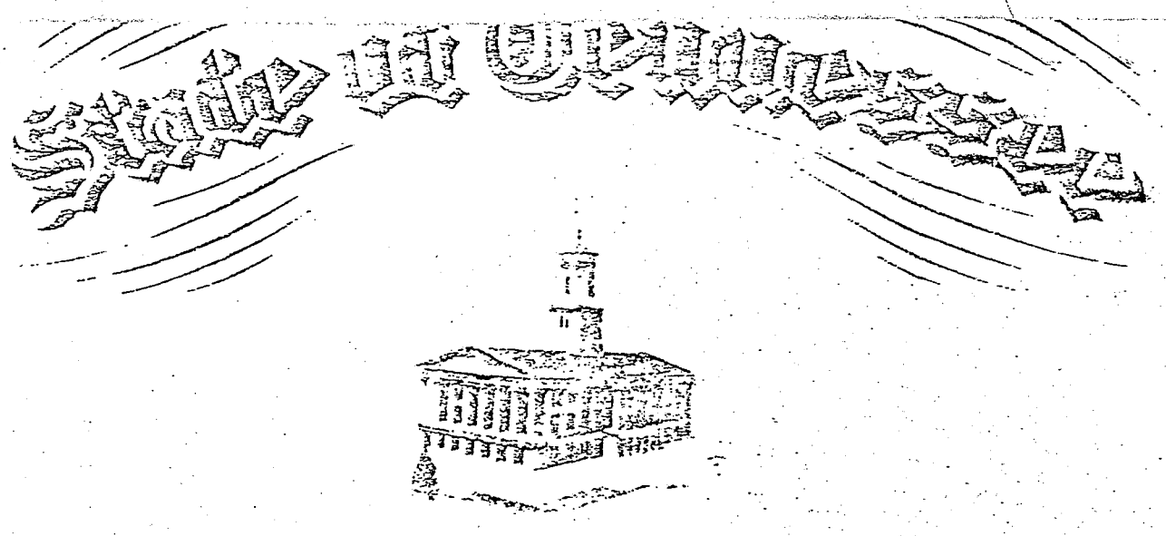
TOTAL, $ 10.00

Secretary of State.

B 85078

-869-

MAY TERM 1976

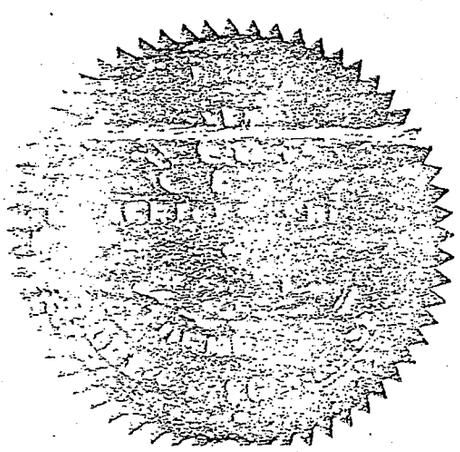


Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of DALLAS BAY VOLUNTEER FIRE DEPT., INC. *(Name of Corporation) was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.*

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on May Twenty-Ninth, *19* 75.



Secretary of State

MAY TERM 1976

CHARTER

BOOK 2242 PAGE 585

of

DALLAS BAY VOLUNTEER FIRE DEPT., INC.

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

1. The name of the corporation is Dallas Bay Volunteer Fire Dept., Inc.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 8906 Dalton Lane, Daisy, Tennessee 37319, County of Hamilton.

4. The corporation is not for profit.

5. The purpose or purposes for which the corporation is organized are:

Operation of a volunteer fire protection service, including the owning of real estate buildings, motor vehicles and such other facilities as may be deemed to be necessary and/or desirable.

6. This corporation may have members and/or subscribers, and to receive contributions in cash and/or kind.

7. Other provisions: None.

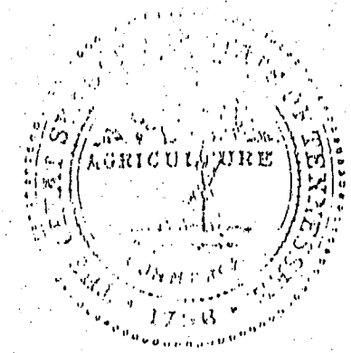
I, the undersigned, apply to the State of Tennessee, by virtue of the laws of the land, for the Charter of Incorporation for the purposes declared in the foregoing instrument.

WITNESS my hand this 28 day of May, 1975.

Ray Dodson

RAY DODSON
INCORPORATOR

MAY TERM 1976



ARTICLES OF AMENDMENT

TO THE CHARTER

OF

DALLAS BAY VOLUNTEER FIRE DEPT., INC.

Return to: Earl Cook
8906 Dalton Lane
Daisy, Tn 37319

RECEIVED FEE, $ 10.00

RECEIVED TAX, $ _____

TOTAL, $ 10.00

Secretary of State.

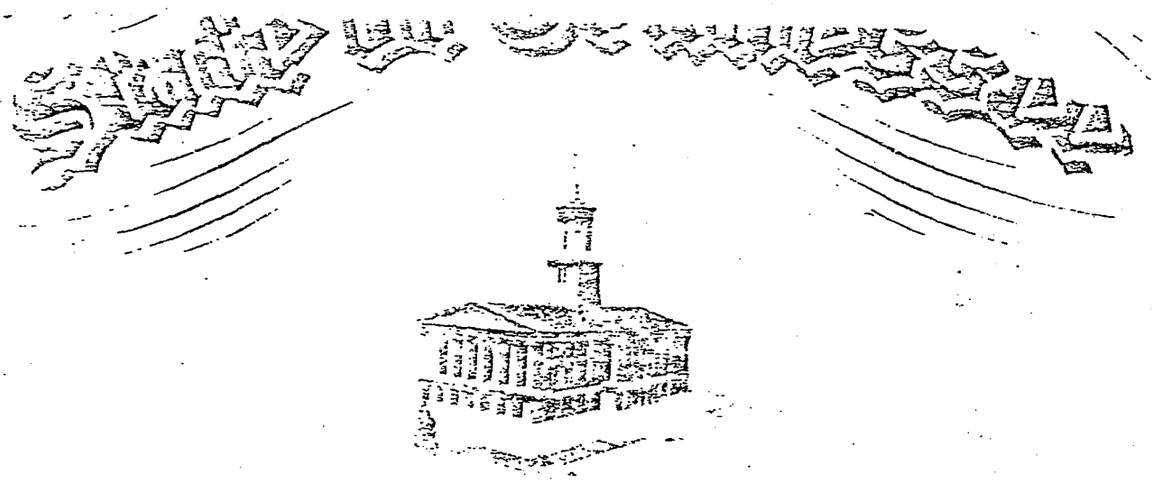
C05316

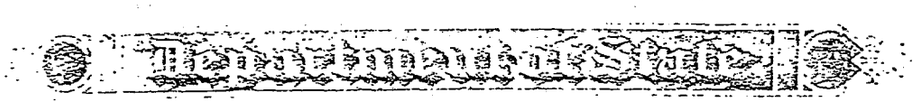
JAN 13 12 40 PM '76

REGISTER'S OFFICE
HAMILTON COUNTY
TENNESSEE

-872-

MAY TERM 1976



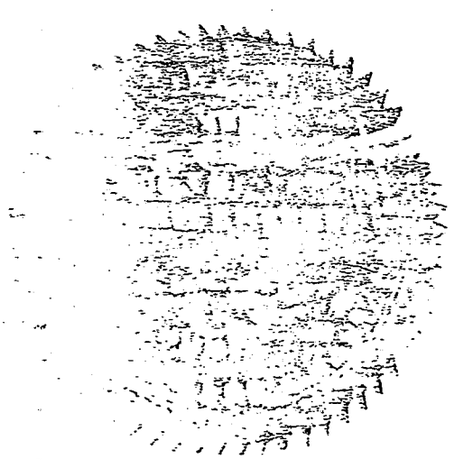


CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of DALLAS BAY VOLUNTEER FIRE DEPT., INC.
(Name of Corporation)
was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on January Sixth, 19 76.

Secretary of State



MAY TERM 1976

of

DALLAS BAY VOLUNTEER FIRE DEPT., INC.

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is Dallas Bay Volunteer Fire Dept., Inc.

2. The amendment adopted is:

Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal Income tax under section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

3. The amendment was duly adopted at a meeting December 15, 1975.

4. These articles of amendment shall become effective when filed by the Secretary of State.

Dated December 30, 1975.

DALLAS BAY VOLUNTEER FIRE DEPT., INC.

By Earl Corbe
Chief

'76 JAN 6 AM 9 50

MAY TERM 1976

DALLAS BAY VOLUNTEER FIRE DEPT.
[illegible] OF THE BOARD OF DALLAS BAY V.F.D.
[illegible] 1975 [illegible] P. M.

THE BOARD OF ADVISORS OF DALLAS BAY VOLUNTEER FIRE DEPT WAS CALLED TO ORDER AT [illegible] AT THE PARKER CHAPEL AT BAPTIST CHURCH WITH REV. ALLEN ANGEL PROVIDING THE [illegible]TION.

[illegible] DODSON WAS APPOINTED TEMPORARY CHAIRMAN.

[illegible] COOK PRESENTED FOUR NAMES AS NOMINEES FOR THE BOARD OF DIRECTORS, REV. ANGEL, LT. COL. CHARLES McGAW, MRS. SUE COOK, JERRY BERNANGER.

LT. COL. CHARLES McGAW, NOMINATED EARL COOK. THE NOMINATIONS WERE SECONDED. MOTION WAS MADE AND SECONDED THAT THE NOMINEES BE ELECTED BY ACCLAMATION. VOTE WAS CALLED AND PASSED UNANIMOUSLY.

EARL COOK NOMINATED REV. AL ANGEL FOR THE POSITION OF THE CHAIRMAN OF THE BOARD. REV. ANGEL RESPECTFULLY DECLINED DUE TO THE WORK LOAD OF HIS OCCUPATION. MR. COOK RESPECTFULLY WITHDREW HIS NAME. REV. ANGEL NOMINATED LT. COL. McGAW FOR THE POSITION. LT. COL. McGAW RESPECTFULLY DECLINED DUE TO EXTENDED ABSENCE FROM THE AREA. LT. COL. McGAW NOMINATED JERRY BERNANGER, SUE COOK SECONDED THE MOTION, THE QUESTION WAS CALLED, AND JERRY BERNANGER WAS UNANIMOUSLY ELECTED TO THE POSITION.

[illegible] DODSON RESIGNED AS TEMPORARY CHAIRMAN AND TURNED THE CHAIR OVER TO THE NEW CHAIRMAN.

THE FLOOR WAS OPENED FOR NOMINATIONS FOR THE POSITION OF SECRETARY-TREASURER. LT. COL. McGAW NOMINATED SUE COOK, EARL COOK SECONDED THE NOMINATION. UPON MOTION AND SECOND THE NOMINATIONS WERE CLOSED AND MRS. COOK WAS ELECTED BY ACCLAMATION.

LT. COL. McGAW NOMINATED EARL COOK FOR THE POSITION OF CHIEF OF THE DEPT. [illegible] NOMINATION WAS SECONDED AND UPON MOTION AND SECOND HE WAS UNANIMOUSLY ELECTED TO SERVE IN THE POSITION.

[illegible] COOK NOMINATED JERRY BERNANGER FOR THE POSITION OF ASSISTANT CHIEF OF THE DEPT. [illegible] LT. COL. McGAW SECONDED THE NOMINATION. UPON MOTION AND SECOND MR. BERNANGER WAS UNANIMOUSLY ELECTED TO SERVE IN THE POSITION.

MAY TERM 1976

[illegible] COOK NOMINATED MRS. DORRIE CALLAHAN TO SERVE IN THE POSITION OF SECRETARY OF THE DEPARTMENT, MRS. [illegible] THE NOMINATION, AND AFTER MOTION AND SECOND SHE WAS UNANIMOUSLY ELECTED TO SERVE IN THE POSITION.

MRS. COOK ASKED FOR CLARIFICATION OF HER DUTIES. IT WAS DECIDED THAT IN ADDITION TO ALL REGULAR DUTIES SHE WOULD ALSO BE IN CHARGE OF PREPARING NEWSRELEASES AND PUBLICITY ARTICLES. THE BOARD ALSO DECIDED THAT A CHECKING ACCOUNT WOULD BE OPENED REQUIRING THE SIGNATURE OF THE CHAIRMAN AND THE SEC. & TREASURE.

CHAIRMAN BERNAUER ASKED FOR SUGGESTIONS FOR THE POSITION OF CHAPLAIN FOR THE FIRE DEPT., REV. ANGEL RECOMMENDED THAT A MINISTER FROM ONE OF THE AREA CHURCHES BE APPOINTED.

MR. DODSON WAS ASKED TO SERVE AS SPECIAL ADVISORY TO THE BOARD WITH CONSIDERATION TO LEGAL AFFAIRS. MR. DODSON ACCEPTED THE POSITION.

MR. DODSON REPORTED THAT THE CHARTER HAS BEEN COMPLETED AND RETURNED BY THE STATE AND IS BEING FILED AT THE COUNTY COURT HOUSE. ALL FEES INCURRED FOR THIS PROCESS ARE BEING DONATED BY MR. DODSON.

THE MEETING WAS ADJOURNED AT 7:50 P. M.

ADDENDUM

THE BOARD WAS TEMPORARILY RECONVENED AT 9:50. AFTER A BRIEF DISCUSSION, CHIEF [illegible] MOVED THAT THE DEPARTMENT AVOID WORKING ON A SUBSCRIPTION BASIS AND WORK ON A TOTALLY VOLUNTEER BASIS, RELYING ON THE GOODWILL OF THE PEOPLE FOR SUPPORT. THE MOTION WAS SECONDED AND UNANIMOUSLY PASSED.

THE MEETING WAS ADJOURNED AT 10:00 P.M..

RESPECTFULLY SUBMITTED,

[illegible] Clerk

[illegible], SEC. & TREASURE

This, of course, places upon us the responsibility of answering all calls in our area regardless of the nature of the call. Every resident and business is entitled to and receives our service.

Earl Cooley Chief

MAY TERM 1976

OFFICE OF THE COUNTY JUDGE
HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

April 29, 1976

We, the undersigned members of the Hamilton County Council, express our intent to pass a resolution which will provide the matching share for fire protection equipment for four Hamilton County Communities. The County's matching share will not exceed $7,000, but will help provide fire equipment for the communities of Dallas Bay, Highway 58, Sale Creek and Walden.

Don Moore, County Judge

Floyd L. Fuller, Jr., Councilman

Robert E. Long, Councilman

Jack D. Mayfield, Councilman

Coyel V. Ricketts, Councilman

PROPOSAL FOR

SALE CREEK FIRE DEPARTMENT VOLUNTEER

MAY TERM 1976

OMB NO. 80-R0158

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)
PART I

1. State Clearinghouse Identifier

2. Applicant's Application No.

3. Federal Grantor Agency

Organizational Unit

Administrative Office

Street Address — P.O. Box

City State Zip Code

4. Applicant Name

Hamilton County Dept. of Community Development
Department Division

201 Courthouse
Street Address — P.O. Box

Chattanooga, Hamilton
City County

Tennessee 37402
State Zip Code

5. Descriptive Name of the Project

Rural Community Fire Protection

6. Federal Catalog No.

7. Federal Funding Requested

$1,639.00

8. Grantee Type

____ State, X County, ____ City, ____ Other (Specify)

9. Type of Application or Request

X New Grant, ____ Continuation, ____ Supplement, ____ Other Changes (Specify)

10. Type of Assistance

X Grant, ____ Loan, ____ Other (Specify)

11. Population Directly Benefiting from the Project

5,100 (based on 1970 Census)

12. Congressional District

a. Third

b. Third

13. Length of Project

1 Year

14. Beginning Date

July 1, 1976

15. Date of Application

May 1, 1976

16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.

Typed Name: Don Moore

Title: County Judge

Telephone Number: AREA CODE 615 NUMBER 757-2489 EXT

Signature of Authorized Representative: Don Moore

For Federal Use Only

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)

OMB NO. 80-R0 186

PART II

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body State Forester
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes X No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
____ Yes X No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes X No

Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan Chattanooga Ham.Co. Regional Planning Commission

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending or anticipated?
____ Yes X No

See instructions for additional information to be provided.

FORM AD 623 (12-72) PAGE 3

U.S. DEPARTMENT OF AGRICULTURE

APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Purchase of Equipment		$	$	$ 1,639.00	$1,639.00	$ 3,278.00
2.						
3.						
4.						
5. TOTALS		$	$	$ 1,639.00	$1,639.00	$ 3,278.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	NEW BUDGET - Grant Program, Function or Activity				Total
	(1) FEDERAL	(2) NON-FEDERAL	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment	$1,639.00	$1,639.00			$ 3,278.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$ 1,639.00	$ 1,639.00	$	$	$ 3,278.00
7. Program Income	$	$	$	$	$

FORM AD623 (12-72) PAGE 5

OMB NO. 80-R0188

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)
SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. EQUIPMENT	$1,639.00	$	$	$1,639.00
9.				
10.				
11.				
12. TOTALS	$ 1,639.00	$	$	$1,639.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 1,639.00	$ 1,639.00	$	$	$
14. Non-Federal	1,639.00	1,639.00			
15. TOTAL	$ 3,278.00	$ 3,278.00	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. EQUIPMENT	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
17. OPERATIONS	200,000.00	200,000.00	200,000.00	200,000.00
18.				
19.				
20. TOTALS	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00

SECTION F – OTHER BUDGET INFORMATION
(Attach additional Sheets If Necessary)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per Instruction)

FORM AD 623 (12-72), PAGE 7

MAY TERM 1976

PART IV PROGRAM NARRATIVE

I. OBJECTIVES - To develop existing rudimentary fire protection services by further training, and more adequately equipping, local forces. To prevent, control and suppress fires threatening human life, livestock, wildlife, crops, pastures and property in unincorporated rural areas. To implement a program of fire protection with a subsequent reduction in fire insurance rates for residents.

II. NEEDS - While fledgling forces do exist at this time, there is a need for further training and more adequate equipment in order that these forces may provide a higher level of fire protection for rural people, their property, their businesses and the quality of this environment.

This project is proposed for the residents of the unincorporated rural areas of Census Tracts 102 and the northern portion of Census Tract 110, bounded by the Hamilton County line on the west and the Tennessee River on the east, the Hamilton County line on the north and the Young-Big Soddy-Jones Gap roads on the south, including the unincorporated rural communities of Flattop, Bakewell, Coulterville and Sale Creek. Minimal protection is provided for this area by the Sale Creek Volunteer Fire Department (see attached map, Appendix A).

III. LAND USE - Land use in this area is characterized by widely dispersed housing, large tracts of woodlands and some strip development along Highway 27, the major arterial in the district. The community of Sale Creek has a very small commerical district adjacent to Highway 27. Remaining commercial acreage is utilized by small service stations and county markets scattered throughout the area.

The only significant industrial development in the area comprising 18.4 acres is located near the Sale Creek community.

Approximately 19% of the land in the area is devoted to agricultural purposes.

IV. DETERMINATION OF PROTECTION ADEQUACY - Hamilton County Government considers this area and other such areas in the County with similar neophyte fire fighting forces and limited equipment to be extremely high hazard.

The fire insurance rating for structural insurance in this area is 10. Adequate protection is defined as a rating of 9 or better for structural insurance in a rural situation. (Federal Register, Vol. 40, No. 77, P. 17557). This rating attests the inadequacy of fire protection facilities for the people and property of this area.

This project request is to provide fire protection for the area described above with a population of approximately 5,100 people (see attached map, Appendix A).

The purchase of equipment detailed in Appendix B will be accomplished during the first year. Organizational review and upgrading will be accomplished on a regular and systematic basis. Training of personnel to develop skills and general expertise will likewise receive the regular and systematic attention of the entire force. Hamilton County has unsuccessfully applied for funds for fire protection services to the Department of Housing and Urban Development and the U.S. Department of Agriculture through the Forest Service. The county has made preliminary application to the Farmers Home Administration for an essential community loan to fund an industrial park with extensive water storage facilities available to fire fighting units in the north county area.

V. RESULTS OR BENEFITS EXPECTED - This project will provide improved fire protection for the people and property of the service area. It is expected in time that a savings in insurance premiums will be realized by achieving a rating of 9 or better for structural insurance because of the more adequate protection provided.

As additional funds are identified and made available, the rural fire protection agencies will be expanded to provide, improved service to their constituents.

VI. APPROACH - APPENDIX A - Service Area Map

APPENDIX B - Equipment Requirement List

APPENDIX C - Charter

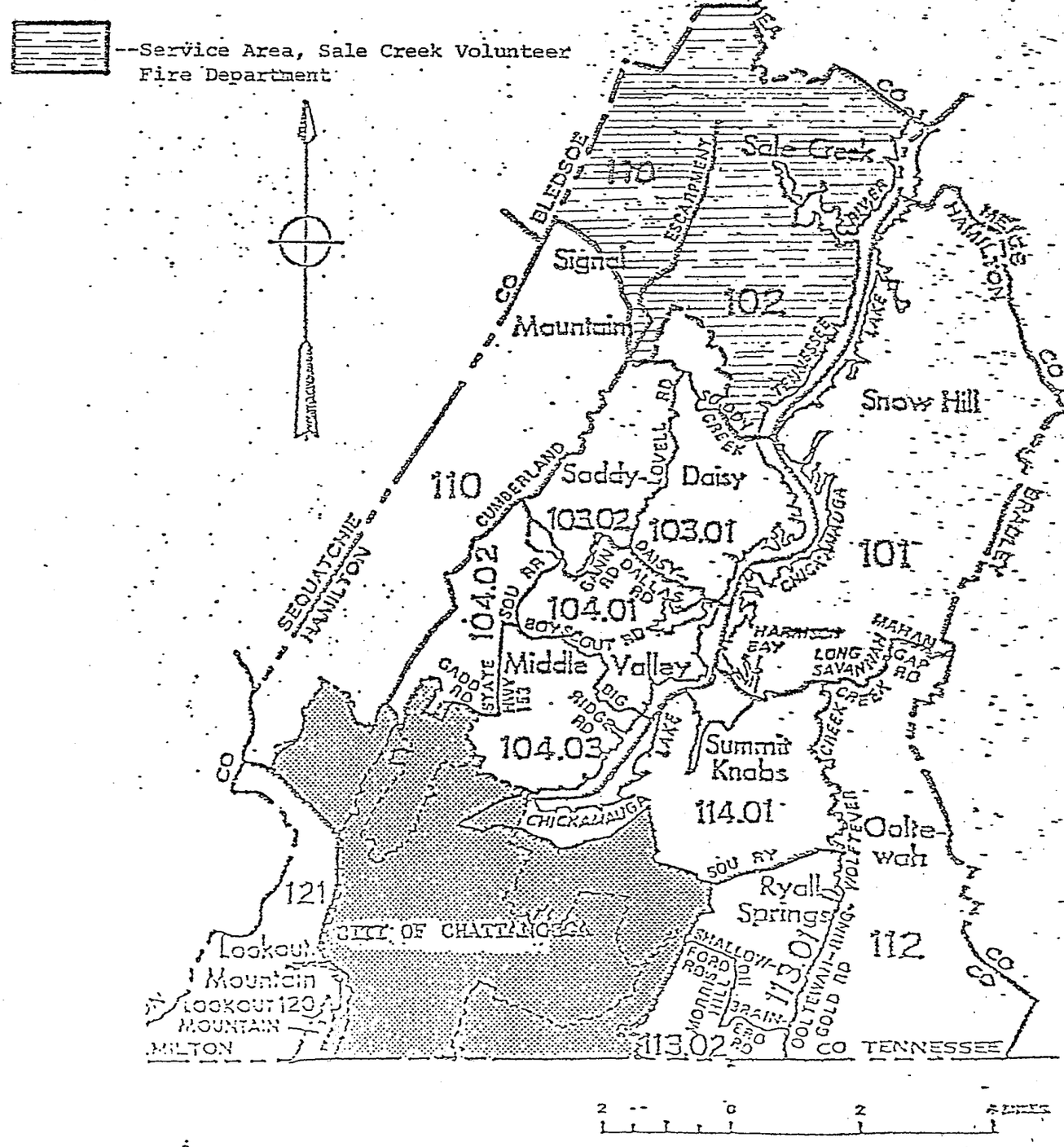
APPENDIX D - Sample of Meeting Minutes

APPENDIX E - County Council Resolution of Support

MAY TERM 1976

APPENDIX A

HAMILTON COUNTY



APPENDIX B

EQUIPMENT NEEDS FOR

SALE CREEK VOLUNTEER FIRE DEPARTMENT

QUANTITY	MODEL #	SIZE	DESCRIPTION	PRICE EACH
2	SFS	1"	Select-o-flow booster nozzle 10-20-30 GPM, Ball Shut-off	$180.10
4	SFL	1 ½"	Select-o-flow leader line nozzle 40-60-95-125 GPM, ball shut-off	195.45
1	DSF	2 ½"	Select-o-flow, direct connection 125-175-250 GPM, ball shut-off	240.85
2	B-100	2 ½"F x 1 ½" M x 1 ½" M	Leader Line Wye, (brass)	139.00
2	A-327	2 ½" x 2 ½"	Double Male (brass)	21.00
2	F-327	2 ½" x 2 ½"	Double Female (brass)	31.55
L50'		2 ½"	Double jacket polyester, hypalong impregnated, 600 PSI, lightweight couplings	2.25 per ft.
1			Hale portable pump, Briggs air cooled engine, 2 ½" suction and discharge 255 GPM at 100 PSI, wrap around frame	950.00
			TOTAL	$3,278.00

CHARTER
OF
SALE CREEK VOLUNTEER FIRE DEPARTMENT, INC.

RECEIVED FEE, $ 10.00

RECEIVED TAX, $ _____

TOTAL, $ 10.00

Secretary of State

BY-LAWS AND CONSTITUTION OF THE

SALE CREEK VOLUNTEER FIRE DEPARTMENT, INC.

ARTICLE I.

The name of the corporation shall be Sale Creek Volunteer Fire Department, Inc.

ARTICLE II.
OBJECTIVES

The objectives of the corporation are:

1. To provide fire protection for the areas of Sale Creek and Bakewell in Hamilton County, Tennessee.

2. To provide for the purchase, operation and maintenance of a volunteer fire department to be situated in the area of Sale Creek.

3. To develop fund raising projects for the purposes set out above.

4. To utilize volunteer services insofar as possible.

5. To supervise and elect the active members of the volunteer fire department.

ARTICLE III.
PARTICIPANTS

SECTION 1. Any subscriber who desires the services of the volunteer fire department.

SECTION 2. The Board of Directors and the active members of the volunteer fire department.

ARTICLE IV.
FINANCING

SECTION 1. Any subscriber desiring the protection furnished by this organization shall pay an annual fee which shall

*

See copy of minutes of meeting 2/13/76

be set by the Board of Directors at the annual meeting for the ensuing year.

SECTION 2. The Directors shall fix two classes of charges. One for the protection of residential property and another for the protection of business property. Each classification shall have a separate rate.

SECTION 3. Any subscriber not having paid the annual subscription within thirty (30) days after the annual meeting shall not be entitled to receive services from the department.

SECTION 4. Any individual or group may at their discretion make contributions to this corporation.

ARTICLE V.

SECTION 1. The Board of Directors shall consist of nine (9) persons; three (3) of whom shall initially serve for a period of three (3) years; three (3) of whom shall serve initially for a period of two (2) years; and three (3) of whom shall serve initially for a period of one (1) year. Thereafter three (3) Directors shall be elected at each annual meeting of the corporation.

SECTION 2. The Board of Directors shall be elected by a majority vote of all subscribers who hold membership in this corporation. The officers of the corporation shall be elected by the Board of Directors at the annual meeting of the corporation.

SECTION 3. The officers of the corporation shall be a Chief, a First Lieutenant and a Second Lieutenant, five (5) Engineers and a Secretary-Treasurer.

SECTION 4. All regular volunteer firemen shall be approved by the Board of Directors and shall be trained by the officers of the department before serving as a regular volunteer fireman. Any volunteer fireman whose services are not satisfactory may be dismissed by a majority vote of the officers of the

department. When the officers vote to dismiss a volunteer fireman he shall be given five (5) days written notice by the secretary. The Board of Directors shall delegate to the officers of the department the supervision of the operation of the fire department, the qualifications of the active volunteer firemen of the department and the rules by which they shall operate the volunteer fire department. No directors, officer or member of the Sale Creek Volunteer Fire Department shall receive any salary for his services in the department.

SECTION 5. The Chief shall be the executive officer of the corporation and in his absence the first lieutenant will preside and shall occupy the position of Chief and perform the duties of the same in his absence. The Chief shall preside at all meetings and shall call all regular or special meetings.

SECTION 6. The Secretary-Treasurer shall keep the general records of the corporation including minutes of the meetings, special committee appointments and correspondence. He shall also keep all financial records of the corporation together with an up-to-date list of all subscribers to the services in the headquarters, which list shall be available for the use of the firemen. All disbursements must be approved by the executive committee before being paid. The Secretary-Treasurer shall be bonded in an amount set by the Board of Directors.

SECTION 7. The executive committee shall consist of the Chief, a First Lieutenant and a Second Lieutenant and a Secretary-Treasurer. It shall be the duties of the executive committee to manage and be in charge of the operation of the department between meetings of the Board of Directors. The executive committee shall approve payment of bills before being paid by the Secretary-Treasurer.

ARTICLE VI.
MEETINGS

SECTION 1. Regular meetings of the corporation shall be held quarterly at a time and place designated by the Board of Directors. The annual meeting of the members of the corporation consisting of all subscribers shall be held on the third Thursday in June of each year. Special meetings may be called at the discretion of the Chief on five (5) days written notice to each member of the Board of Directors. Any three (3) members of the Board of Directors may request a called meeting by presenting a petition in writing to the Chief and Secretary-Treasurer setting forth the reason for said meeting.

SECTION 2. Five (5) members of the Board of Directors shall constitute a quorum for transaction of business. One of whom must be the Chief or assistant chief.

ARTICLE VII.
ELECTIONS

The nominees for Directors of the corporation shall be presented to the Board by the Nominating Committee at the annual meeting of the corporation. Officers shall take office immediately after their election and shall serve for a term of one year until their successors are elected and qualified. Election to the Board of Directors may be by secret ballot by those present and qualified to vote. The persons receiving the highest number of votes cast shall be declared elected.

ARTICLE VIII.

The fiscal year of the corporation shall be from June 15 to June 14 of each year.

ARTICLE IX.
AMENDMENTS

SECTION 1. Constitutional By-Laws may be amended at

any meeting of the Board of Directors at which time there is a quorum present by two-thirds majority vote of the Board members present.

SECTION 2. No amendment shall be put to vote unless written notice shall have been mailed to all Board members at least one (1) week prior to the meeting at which time said amendments shall be voted on. Said notice to contain a copy of the proposed amendment.

MAY TERM 1976

SALE CREEK VOLUNTEER FIRE DEPT.
(SCVFD)
SALE CREEK TN. 37373
332-3452

FIRE PROTECTION

RESCUE SERVICE

MINUTES FOR MEETING OF FRIDAY, FEB. 13, 1976

THE MEETING WAS CALLED TO ORDER AT 7:30 P.M. BY CHIEF REAVLEY. JOHN NEDDO LED THE OPENING PRAYER.

TWENTY MEMBERS WERE PRESENT, EIGHT EXCUSED, AND SEVEN ABSENT. THOSE ABSENT WERE ARCHIE ALEXANDER, DOYLE ASLINGER, BOB CARTACK, CURTIS COULTER, ROGER COULTER, TONY REAVLEY, AND DOUG SEARAM.

CHIEF REAVLEY REPORTED A BALANCE OF $647.39 IN THE GENERAL TREASURY AND $1,303.44 IN THE SPECIAL PROJECTS FUND.

THE PAST YEAR'S HAM SHOOT EXPENSES FOR MEAT AND SHELLS TOTALED $3,912.51. DEPOSITS DURING THE YEAR WERE $5,920.18. THIS LETS OUT TO BE $2,007.67 PROFITS MADE FROM THIS YEARS HAM SHOOTS.

$180 HAS BEEN RECEIVED FOR WORKING THE PARKING LOT FOR THE JR. HIGH BASKETBALL TOURNAMENT.

BILL ROTHARD GAVE A REPORT ON THE BILL FOR GAS AND PARTS. AS OF JAN. 1ST, 1976, WE OWE $684.13. A MOTION WAS MADE AND PASSED TO CONTINUE PAYING $250.00 A MONTH UNTIL THE BILL BECOMES CURRENT.

A DISCUSSION WAS HELD ON MAKING ANOTHER PAYMENT ON THE DODGE TRUCK. IT WAS DECIDED TO PUT OFF MAKING A DECISION UNTIL THE NEXT MEETING.

THE DUES OF $50.00 HAS BEEN PAID TO THE MUTUAL AID ASSOCIATION. THE NEXT MEETING WILL BE HELD FEB. 16 AT [illegible]WOOD, GEORGIA.

THE STATE WIDE RESCUE WAS VOTED IN BY ALL THE [illegible] RESCUE SQUADS EXCEPT CHATTANOOGA-HAMILTON COUNTY AT THE LAST MEETING OF THE RESCUE SQUADS.

MAY TERM 1976

SALE CREEK VOLUNTEER FIRE DEPT.
(SCVFD)
SALE CREEK TN. 37373
332-3452

FIRE PROTECTION

RESCUE SERVICE

JACK REAVLEY RECENTLY TALKED TO AN INSURANCE UNDERWRITER. A PROPOSAL IS TO BE WRITTEN AND SUBMITTED IN ORDER FOR RURAL FIRE DEPARTMENTS TO OBTAIN A RATING.

A MOTION WAS MADE AND PASSED TO SPONSOR ANOTHER BOAT RACE. THE DATE ON WHICH TO HOLD IT IS TO BE SET BY WARREN HILL, AS LONG AS IT IS ON A SUNDAY. JOHNNY COULTER, JACK REAVLEY, AND DIXIE GENTRY WERE APPOINTED AS A COMMITTEE TO WORK WITH WARREN ON THE BOAT RACE.

THE PAINTER HAS BEGUN PAINTING THE OUTSIDE WOODWORK ON THE FIRE HALL.

SLOTS ARE TO BE INSTALLED IN THE OFFICE FOR INCOMING MAIL TO BE PUT IN. THE MAIL IS TO BE LEFT IN THESE SLOTS UNTIL IT IS PICKED UP BY THE PERSON TO WHOM IT IS ADDRESSED.

A DISCUSSION ON SEVERAL MATTERS WAS HELD. THE RESULTS AND DECISIONS MADE ARE AS FOLLOWS:

TRAINING ON EQUIPMENT IS A MUST FOR EVERYONE.

DEPARTMENT EQUIPMENT IS TO BE USED ONLY FOR DEPARTMENT USE.

ALL INCOMING CALLS ARE TO BE HANDLED. 17 MEMBERS VOTED FOR THES DECISION; 2 AGAINST.

Note — Have fire & Rec & respond to all

A MOTION WAS MADE AND PASSED TO BUY A SCANNER THAT WILL COVER THE HIGH AND ULTRA-HIGH BANDS.

[illegible] HAS REQUESTED TO BE PUT ON AN INACTIVE STATUS. TIM ASLINGER HAS TAKEN OVER HIS RESPONSIBILITIES AS [illegible] LEADER ON E-1.

MEETING ADJOURNED AT 1908.

MAY TERM 1976

PROPOSAL FOR

HIGHWAY 58 VOLUNTEER FIRE DEPARTMENT

OMB NO. 82-R0130

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)
PART I

1. State Clearinghouse Identifier

2. Applicant's Application No.

3. Federal Grantor Agency

Organizational Unit

Administrative Office

Street Address — P.O. Box

City State Zip Code

4. Applicant Name

Hamilton Co. Dept. of Community Development

Department Division

201 Courthouse

Street Address — P.O. Box

Chattanooga Hamilton

City County

Tennessee 37402

State Zip Code

5. Descriptive Name of the Project

Rural Community Fire Protection

6. Federal Catalog No.

7. Federal Funding Requested

$ 1,549.00

8. Grantee Type

____ State, X County, ____ City, ____ Other (Specify)

9. Type of Application or Request

X New Grant, ____ Continuation, ____ Supplement, ____ Other Changes (Specify)

10. Type of Assistance

X Grant, ____ Loan, ____ Other (Specify)

11. Population Directly Benefiting from the Project

7,100 (based on 1970 Census)

12. Congressional District

a. Third

b. Third

13. Length of Project

1 Year

14. Beginning Date

July 1, 1976

15. Date of Application

May 1, 1976

16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.

Typed name: Don Moore

Title: County Judge

Telephone Number: AREA CODE 615 NUMBER 757-2489 EXT

Signature of Authorized Representative

For Federal use Only

FORM AD 623 (12-72) PAGE 1

MAY TERM 1976

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)

OMB NO. 80-R0 136

PART II

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body State Forester
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes X No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
____ Yes X No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes X No

Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan Chattanooga Ham.Co. Regional Planning Commission

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending or anticipated?
____ Yes X No

See instructions for additional information to be provided.

U.S. DEPARTMENT OF AGRICULTURE

APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Purchase of Equipment		$	$	$ 1,549.00	$ 1,549.00	$ 3,098.00
2.						
3.						
4.						
5. TOTALS		$	$	$ 1,549.00	$ 1,549.00	$ 3,098.00

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	NEW BUDGET – Grant Program, Function or Activity				Total
	(1) FEDERAL	(2) NON-FEDERAL	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment	$1,549.00	$1,549.00			$3,098.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$ 1,549.00	$1,549.00	$	$	$ 3,098.00
7. Program Income	$	$	$	$	$

FORM AD623 (12-72) PAGE 5

MAY TERM 1976

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. EQUIPMENT	$ 1,549.00	$	$	$ 1,549.00
9.				
10.				
11.				
12. TOTALS	$ 1,549.00	$	$	$ 1,549.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 1,549.00	$ 1,549.00	$	$	$
14. Non-Federal	1,549.00	1,549.00			
15. TOTAL	$ 3,098.00	$ 3,098.00	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. EQUIPMENT	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
17. OPERATIONS	200,000.00	200,000.00	200,000.00	200,000.00
18.				
19.				
20. TOTALS	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

PART IV PROGRAM NARRATIVE

I. OBJECTIVES - To develop existing, rudimentary fire protection services by further training, and more adequately equipping, local forces.

To prevent, control and suppress fires threatening human live, livestock, wildlife, crops, pastures and property in unincorporated rural areas. To implement a program of fire protection with a subsequent reduction in fire insurance rates for residents.

II. NEEDS - While fledgling forces do exist at this time, there is a need for further training and more adequate equipment in order that these forces may provide a higher level of fire protection for rural people, their property, their businesses and the quality of their environment.

This project is proposed for the residents of the unincorporated rural areas of Census Tract 101 and a portion of Census Tract 114.01 bounded by the Tennessee River on the west and the Hamilton County line on the east; the Volunteer Army Ammunition Plant and an irregular line thence traversing sections of several small roads to the east County line on the south, and the Hamilton County line on the north, including the unincorporated rural communities of Birchwood, Grasshopper, Georgetown, Meadowview, Snowhill and Harrison Bay. Minimal protection is provided for this area by the Highway 58

Volunteer Fire Department (see attached Map, Appendix A).

III. LAND USE - Most of the developed land within the service area (21,235 acres) is devoted to agricultural uses. Agri-business utilizes more than 14,500 acres. This represents approximately 68% of the developed land in the district.

Land for residential purposes comprises the second largest category of land use with nearly 3,500 acres (16% of developed land) utilized for this requirement.

Residential structures are predominately single-family units. In addition to single family housing there are numerous mobile homes scattered throughout the area. The absence of any significant number of multi-family units further attests the rural nature of the district.

A very small percentage of developed land in the district is devoted to commercial purposes, a large portion of which is located in the Birchwood Community. The remaining commercial acreage is used by small service stations and county markets scattered throughout the area.

IV. DETERMINATION OF PROTECTION ADEQUACY - Hamilton County Government considers this area and other such areas in the County with similar neophyte fire fighting forces and limited equipment to be extremely high hazard.

The fire insurance rating for structural insurance in this area is 10. Adequate protection is defined as a rating of 9 or better for structural insurance in a rural situation. (Federal Register, Vol. 40, No. 77, p. 17557). This rating attests the inadequacy of fire

protection facilities for the people and property of this area.

This project request is to provide fire protection for the area described above with a population of approximately 7,100 people (see attached map, Appendix A).

The purchases of equipment detailed in Appendix B will be accomplished during the first year. Organizational review and upgrading will be accomplished on a regular and systematic basis. Training of personnel to develop skills and general expertise will likewise receive the regular and systematic attention of the entire force.

Hamilton County has unsuccessfully applied for funds for fire protection services to the Department of Housing and Urban Development and the U.S. Dept. of Agriculture through the Forest Service. The County has made preliminary application to the Farmers Home Administration for an essential community loan to fund an industrial park with extensive water storage facilities available to fire fighting units in the north county area.

V. RESULTS OR BENEFITS EXPECTED - This project will provide improved fire protection for the people and property of the service area. It is expected in turn that a savings in insurance premiums will be realized by achieving a rating of 9 or better for structural insurance because of the more adequate protection provided.

As additional funds are identified and made available, the rural fire protection agencies will be expanded to improve service to their constituents.

VI. APPROACH - APPENDIX A - Service Area Map

APPENDIX B - Equipment Requirement List

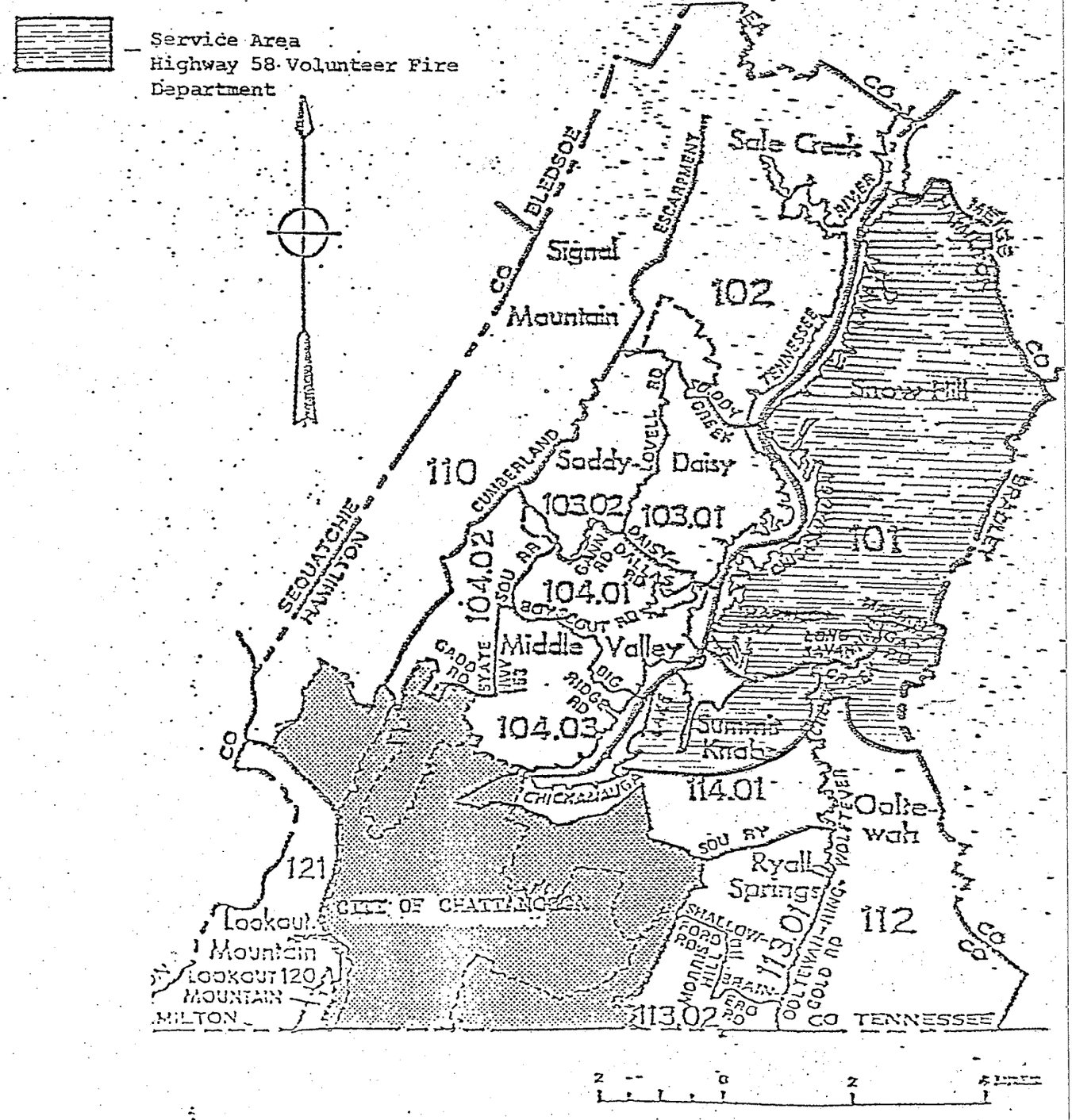
APPENDIX C - Charter and By-Laws

APPENDIX D - County Council Resolution of Support

MAY TERM 1976

APPENDIX A

HAMILTON COUNTY



APPENDIX B

EQUIPMENT NEEDS FOR HIGHWAY 58

VOLUNTEER FIRE DEPARTMENT

QUANTITY	SIZE	DESCRIPTION	PRICE EACH	TOTAL
4 each	1 ½ "	Akron variable stream nozzles (or equivalent)	$ 145.00	$ 580.00
1 each	2 ½"	Akron variable stream nozzle (or equivalent)	268.00	268.00
1 each	2½" x 1½"	Gated "Y", light coupling, Pyrolyte	250.00	250.00
1,000 feet	2½"	Double jacket polyester, dacron impregnated, 600 PSI	$ 2.00/ft.	
			TOTAL	$3,098.00

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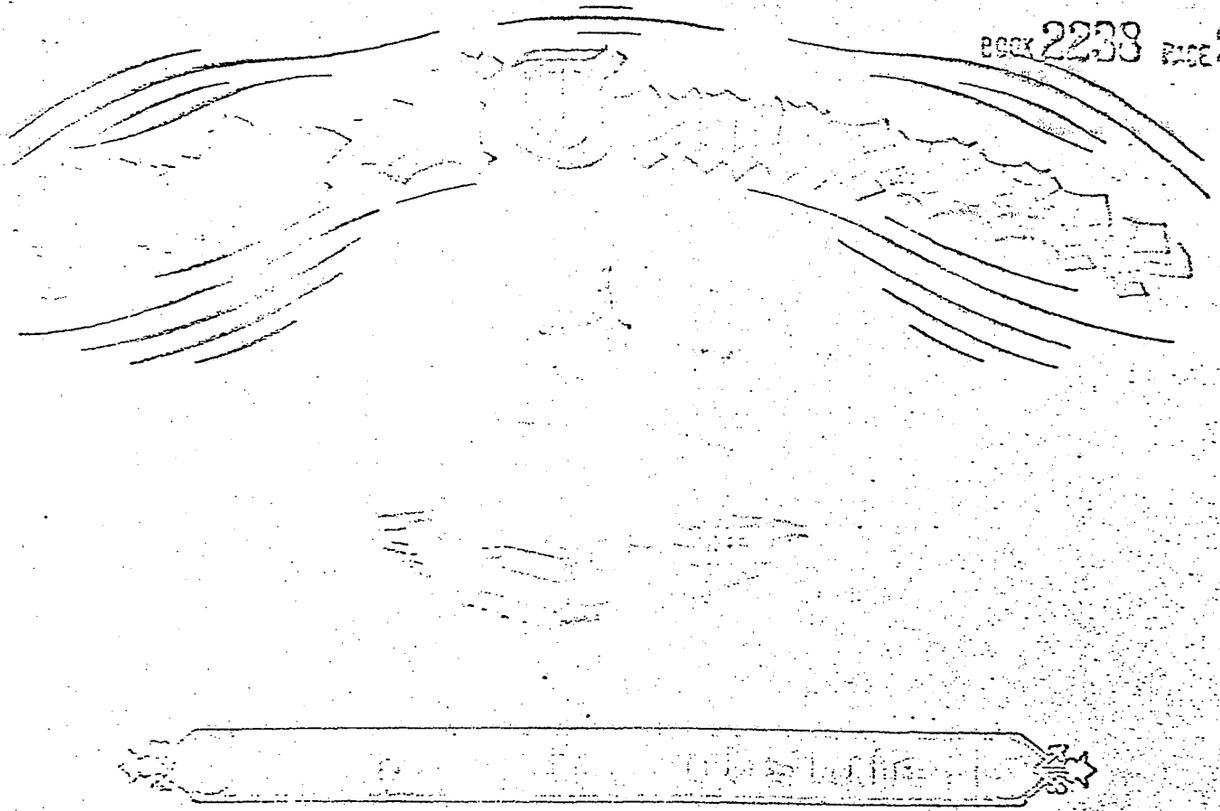

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

WHITNEY SQUARE MEMBER TRUST CORPORATION, INC.

(Name of Corporation)

and duly recorded in accordance with the Tennessee General Corporation Act, and that it conforms to law and was filed by the undersigned, as Secretary of State, on the date endorsed on the document.

WHEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches the document with which it was filed on the Fifth, 1975.

Secretary of State

MAY TERM 1976

BOOK 2238 PAGE 284

CHARTER

OF

HIGHWAY 58 VOLUNTEER FIRE DEPARTMENT, INC.

The undersigned natural person, having capacity to [illegible] and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is HIGHWAY 58 VOLUNTEER FIRE DEPARTMENT, INC.

2. The duration of the corporation is perpetual.

3. The address of the corporation's principal office in the State of Tennessee shall be: Box 176, Harrison, Tennessee, in Hamilton County.

4. The corporation is not for profit.

5. The purpose or purposes for which the corporation is organized are:

> To operate a volunteer fire department, to protect life and property from the hazards of fire, flood, storms, and other man-made and natural dangers; as well as all lines and lines of every type and character and to carry on any other lawful business whatsoever in connection with the foregoing or which may be calculated, directly or indirectly, to promote the interests of the corporation or to enhance the value of its properties.

6. [illegible] to have members.

7. [illegible]

8. [illegible]

9. [illegible]

10. [illegible]

[illegible]

MAY TERM 1976

CHARTER OF

HIGHWAY 58 VOLUNTEER FIRE
DEPARTMENT, INC.

West Chester, Hayfield & 17th Streets
Warner & Thorpe
205 Professional Bldg
Chattanooga Tenn 37402

RECEIVED FEE, $ 10.00

RECEIVED TAX, $ _____

TOTAL, $ 10.00

M A Y T E R M 1 9 7 6

PROPOSAL FOR

WALDEN'S RIDGE EMERGENCY SERVICE, INC.

OMB NO. 50-R0184

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)
PART I

1. State Clearinghouse Identifier

2. Applicant's Application No.

3. Federal Grantor Agency

Organizational Unit

Administrative Office

Street Address — P.O. Box

City State Zip Code

4. Applicant Name

Hamilton Co. Dept. of Community Development

Department Division

201 Courthouse

Street Address — P.O. Box

Chattanooga Hamilton

City County

Tennessee 37402

State Zip Code

5. Descriptive Name of the Project

Rural Community Fire Protection

6. Federal Catalog No.

7. Federal Funding Requested

$1,998.00

8. Grantee Type

___ State, X County, ___ City, ___ Other (Specify)

9. Type of Application or Request

X New Grant, ___ Continuation, ___ Supplement, ___ Other Changes (Specify)

10. Type of Assistance

X Grant, ___ Loan, ___ Other (Specify)

11. Population Directly Benefiting from the Project

1,500 (based on 1970 Census)

12. Length of Project

1 year

13. Congressional District

a. Third

b. Third

14. Beginning Date

July 1, 1976

15. Date of Application

May 1, 1976

16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.

Typed name: Don Moore

Title: County Judge

Telephone Number: AREA CODE 615 NUMBER 757-2489 EXT

Signature of Authorized Representative

For Department Use Only

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MAY TERM 1976

U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE
(Nonconstruction Programs)

OMB NO. 80-R0 135

PART II

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body State Forester
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes X No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
____ Yes X No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
____ Yes X No

Name of Approving Agency ____
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan Chattanooga Ham.Co. Regional Planning Commission

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is this or a related assistance on this project previous, pending, or anticipated?
____ Yes X No

See instructions for additional information to be provided.

U.S. DEPARTMENT OF AGRICULTURE

APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Purchase of Equipment		$	$	$ 1,998.00	$ 1,998.00	$ 3,996.00
2.						
3.						
4.						
5. TOTALS		$	$	$ 1,998.00	$ 1,998.00	$ 3,996.00

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	NEW BUDGET – Grant Program, Function or Activity				Total
	(1) FEDERAL	(2) NON-FEDERAL	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment	$ 1,998.00	$ 1,998.00			$ 3,996.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$ 1,998.00	$ 1,998.00	$	$	$ 3,996.00
7. Program Income	$	$	$	$	$

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U.S. DEPARTMENT OF AGRICULTURE
APPLICATION FOR FEDERAL ASSISTANCE (Nonconstruction Programs)
SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. EQUIPMENT	$ 1,998.00	$	$	$ 1,998.00
9.				
10.				
11.				
12. TOTALS	$ 1,998.00	$	$	$ 1,998.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 1,998.00	$ 1,998.00	$	$	$
14. Non-Federal	1,998.00	1,998.00			
15. TOTAL	$ 3,996.00	$ 3,996.00	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. EQUIPMENT	$ 200,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.00
17. OPERATIONS	200,000.00	200,000.00	200,000.00	200,000.00
18.				
19.				
20. TOTALS	$ 400,000.00	$ 400,000.00	$ 400,000.00	$ 400,000.00

SECTION F – OTHER BUDGET INFORMATION
(Attach additional Sheets If Necessary)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

M A Y T E R M 1 9 7 6

PART IV PROGRAM NARRATIVE

I. OBJECTIVES - To develop existing, rudimentary fire protection service by further training, and more adequately equipping, local forces.

To prevent, control and suppress fires threatening human life, livestock, wildlife, crops, pastures and property in unincorporated rural areas.

To implement a program of fire protection with a subsequent reduction in fire insurance rates for residents.

II. NEEDS - While fledgling forces do exist at this time, there is a need for further training and more adequate equipment in order that these forces may provide a higher level of fire protection for rural people, their property, their businesses and the quality of their environment.

This project is proposed for the residents of that portion of Census Tract 110 along Walden's Ridge northeast of Highway 127, extending from the community of Fairmont to the community of Mowbray, and a parallel portion of Sequatchie County adjacent to the Hamilton County line. Minimal protection is provided for this area by the volunteer organization known as Walden's Ridge Emergency Service (see attached map, Appendix A).

III. LAND USE - Waldens Ridge is a rural area with a majority of the land being vacant (87.997) and agricultural (5.45%) in nature.

The primary residential development is single family. In addition to single family structures, there are a number of mobile homes scattered throughout the area. The fact that multi-family dwellings are virtually non-existant further attests the rural nature of the district.

IV. DETERMINATION OF PROTECTION ADEQUACY - Hamilton County Government considers this area and other such areas in the county with similar neophyte fire fighting forces and limited equipment to be extremely high hazard.

The fire insurance rating for structural insurance in this area is 10. Adequate protection is defined as a rating of 9 or better for structural insurance in a rural situation (Federal Register, Vol. 40, No. 77, P. 17557). This rating attests the inadequacy of fire protection facilities for the people and the property of this area.

This project request is to provide fire protection for the area described above with a population of approximately 1,500 people (see attached map, Appendix A).

The purchase of equipment detailed in Appendix B will be accomplished during the first year. Organizational review and upgrading will be accomplished on a regular and systematic basis. Training of personnel to develop skills and general expertise will likewise receive the regular and systematic attention of the entire force.

Hamilton County has unsuccessfully applied for funds for fire protection services to the Department of Housing and Urban Development and the U.S. Department of Agriculture through the Forest Service. The County has made preliminary application to the Farmers Home Administration for an essential community loan to fund an industrial park with extensive water storage facilities available to fire fighting units in the north county area.

V. RESULTS OR BENEFITS EXPECTED - This project will provide improved fire protection for the people and property of the service area. It is expected in time that a savings in insurance premiums will be realized by achieving a rating of 9 or better for structural insurance because of the more adequate protection provided.

As additional funds are identified and made available, the various rural fire protection agencies will be expanded to provide improved services to their constituents.

VI. APPROACH - APPENDIX A - Service Area Map

APPENDIX B - Equipment Needs List

APPENDIX C - Charter

APPENDIX D - County Council Resolution of Support

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APPENDIX B

EQUIPMENT NEEDS LIST

1	TVA Minuteman Pumper Unit to be mounted on a 3/4 ton pick-up truct	$ 3,500.00
1	Folding tank, canvas, 1,500 gallons	495.00
	TOTAL	$ 3,995.00

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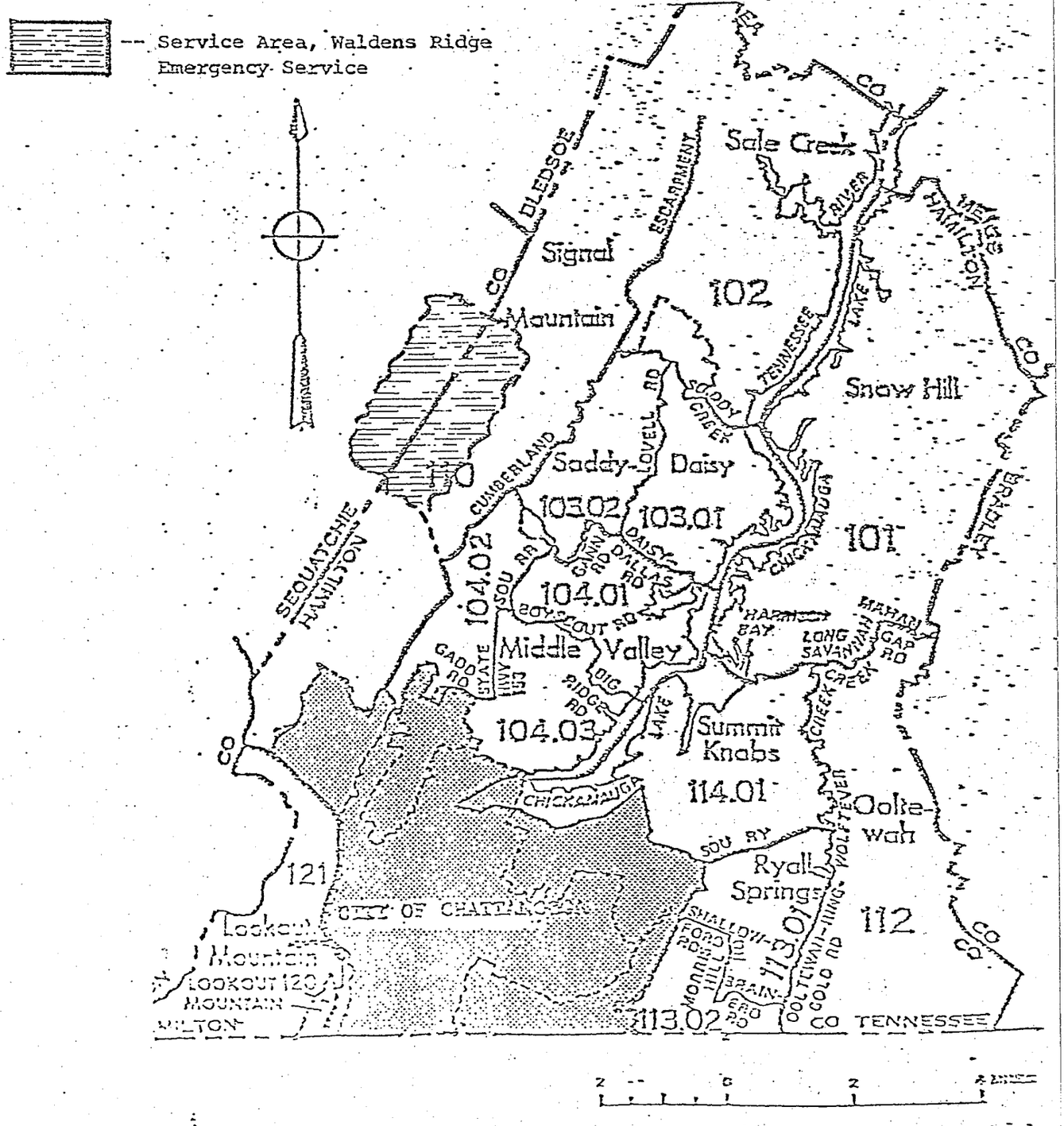
APPENDIX A

HAMILTON COUNTY



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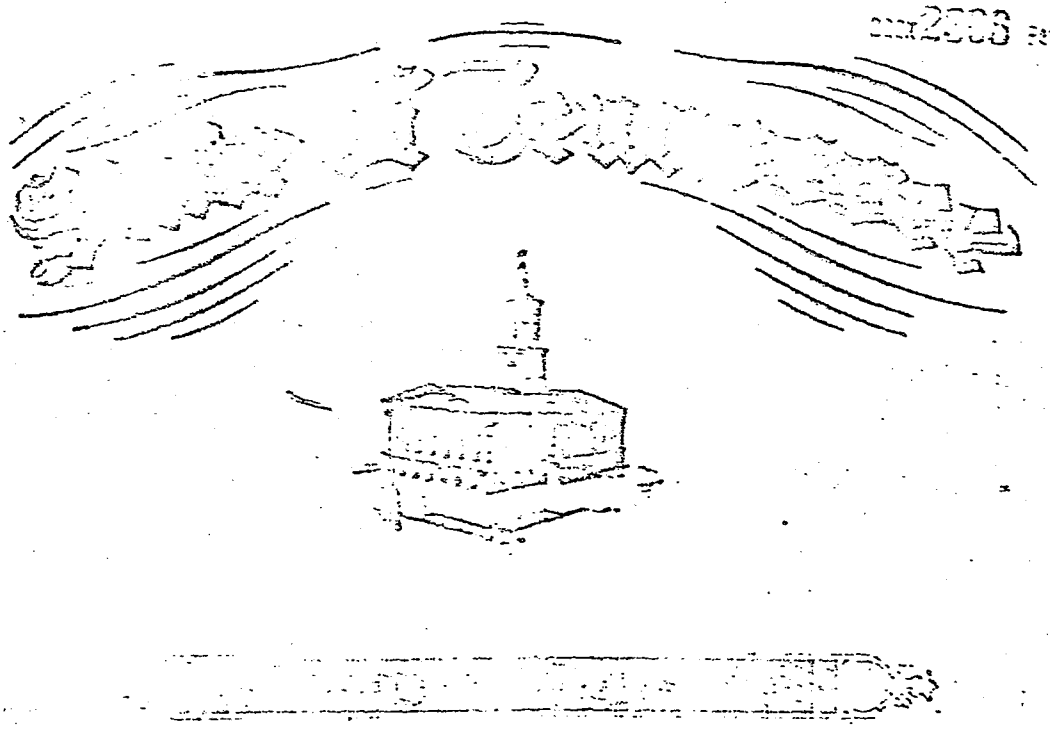

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of VALLEYS BLOOD EMERGENCY SERVICE, INC. *(Name of Corporation) was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.*

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto a copy of such document filed on March Sixteenth, 1973.

Secretary of State

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CHARTER

OF

WALDENS RIDGE EMERGENCY SERVICE, INC.

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee Corporation Act, adopt the following Charter for such corporation:

1. The name of the corporation is WALDENS RIDGE EMERGENCY SERVICE, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be P. O. Box 215, Signal Mountain, Tennessee, 37377.

4. The corporation is not for profit.

5. The corporation shall have members, the manner of selection and qualifications thereof to be set forth in the By-Laws of this corporation.

6. The purposes for which the corporation is organized are:

> To provide, operate and manage emergency medical and rescue service; the prevention of and protection from fire; to provide emergency services not now provided in the area by any other organization, and to supplement those emergency services which are now being provided; to conduct training and educational programs; to [illegible] and [illegible] the [illegible] of these purposes, the corporation may [illegible] and [illegible] such to [illegible] purposes. [illegible] may do and [illegible] necessary [illegible] the accomplishment of these purposes. [illegible] purposes are to be carried [illegible] public service.

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7. No part of the net earnings of the Corporation shall inure to the benefit, or be distributable, to its directors, officers, members, or other benefit, or be distributable to its directors, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Charter.

The Corporation has no power to carry on propaganda, attempt to influence legislation or to take part in a political campaign.

Notwithstanding any other provision of the Charter, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) (3) of the Internal Revenue Code of 1954, as amended, or by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1954, as amended.

The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the 1954 Code, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the 1954 Code, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the 1954 Code, or corresponding provisions of any subsequent Federal tax laws.

The Corporation shall not make any taxable expenditures as defined in Section [illegible](1) of the 1954 Code, or corresponding provisions of any subsequent Federal tax laws.

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8. The corporation will not have nor issue shares.

9. No dividends shall be paid and no part of the income or profits of said corporation shall be distributed to its members, directors or officers. Upon dissolution or final liquidation, it may make distributions to its members as permitted by law, or to such other corporation, fund or foundation organized for like purposes, which shall be selected by the board of directors of this corporation. No such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

10. Other provisions: None.

DATED this 9th day of March, 1976.

Craig Glass

Scott Ballton

Chris Hamilton

Mark Stoler

Eugene Glass

Robert Gardner

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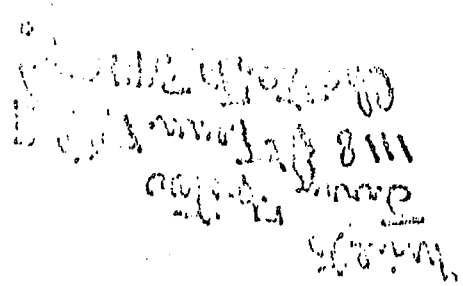
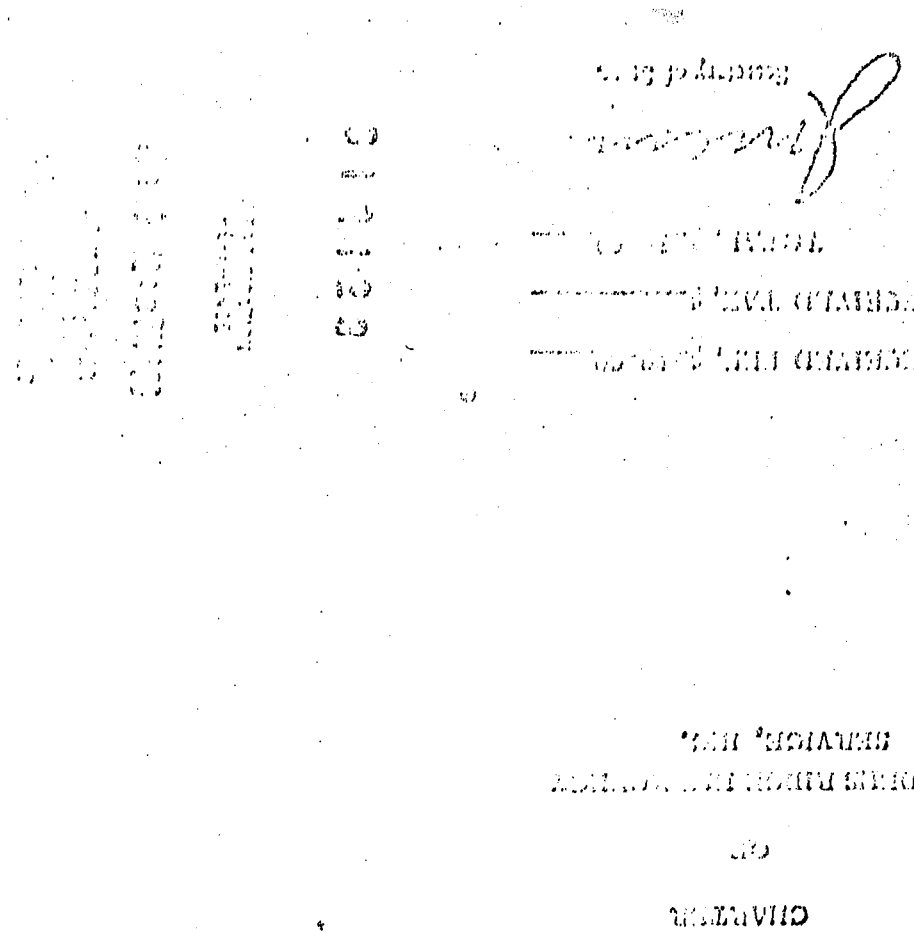




State of Tennessee } MAY TERM 1976
Hamilton County

May 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-5

TITLE A RESOLUTION TO AUTHORIZE THE COUNTY JUDGE TO ENTER INTO AND EXECUTE AN ATTACHED AND INCORPORATED LEASE AGREEMENT WITH THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY RELATIVE TO PROPERTY AT ENGEL STADIUM AND TO PAY THE COUNTY SHARE DUE THEREUNDER.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, the property which is commonly knows as "Engel Stadium" presently is titled to the County of Hamilton and the City of Chattanooga, excepting a portion thereof which underlies an outfield wall of said stadium; and

WHEREAS, said outfield wall is situated upon property owned by the Alabama Great Southern Railroad Company, said property having been leased to various stadium owners since the 1920's until the University of Tennessee at Chattanooga was given said Stadium property by said County and City; and

WHEREAS, due to the reversion of title from said University to said County and City, and due further to the return of the "Chattanooga Lookouts", it has become necessary and essential for a new lease agreement to be entered into between said County and City, and said Railroad Company; and

WHEREAS, the terms of said lease, a copy of which is attached and incorporated herein, provide that, among other things, said County and City will pay an annual rental sum of $291.00, same to be divided equally in cost to each, said sum reflecting the appraised value of the leased property.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: That the County Judge is hereby authorized to enter into and execute the attached and incorporated lease agreement with the Alabama Great Southern Railroad Company and is authorized to pay the County share therefor.

BE IT FURTHER RESOLVED, that this Resolution take effect from and after its passage, the Public Welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Absent-0.

* * *

(Judge Moore stated that there is a portion of ground under one of the outfield walls that for years has been leased from the railroad even through the transfers of property from the city to the county to UT. Since the property came back by reversion, a new lease agreement between the railroad and the city and county must be made. The city and the county will pay equally a portion of the annual rental sum of $291.)

Form 020 (Rev. [illegible])

MAY TERM 1976

THIS AGREEMENT, made between

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation; hereinafter styled COMPANY; and

CITY OF CHATTANOOGA, Tennessee, a municipal corporation of the State of Tennessee and HAMILTON COUNTY, a political subdivision of the State of Tennessee, hereinafter together styled LICENSEE;

WITNESSETH:

THAT the PARTIES HERETO agree as follows:

1. COMPANY, in consideration of the covenants of Licensee, hereby grants unto Licensee the right to occupy and use for the purpose or purposes hereinafter mentioned.

A. One parcel(s) of the right of way or property of Company at CHATTANOOGA, Tennesse, having an area of 9,238 (square feet)(~~acres~~), more or less, the location and dimensions of which are substantially as shown in red outline on print of Drawing No. TA-76-0741, dated July 17, 1975, revised or last revised _____, hereunto annexed and made a part hereof; TOGETHER with the right to maintain the existing fence of Licensee located on the easterly side of said parcel of property; which said fence shall not become a fixture upon the realty, but shall remain the property of Licensee and be removed upon the termination of this agreement.

~~B. The _____, of Company, or use of _____ square feet, more or less, therein, at _____, the location and dimensions of said structure of Company or of the area therein to be occupied by Licensee hereunder, being substantially as shown in _____ outline on print of Drawing No. _____, dated _____, revised or last revised _____, hereunto annexed and made a part hereof; TOGETHER with the right~~

Company reserves unto itself, and its permittees, the permanent right to maintain, operate, renew or reconstruct upon, under or over said premises, any existing pipe, electric transmission, telephone, telegraph, and signal lines, or any other facilities of like character, Licensee hereby agreeing that this agreement is subject to any or all such rights and uses; Company hereby further reserving unto itself the right to enter upon said premises at any and all times for the purpose of operating, maintaining, reconstructing or relocating such existing track or tracks as may be located on said premises. The privilege herein granted is subject also to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse said premises.

2. Licensee will use said premises for an extension to the ball park in connection with the municipal government business of Licensee.

3. Licensee will pay unto Company the rent or sum of TWO HUNDRED NINETY-ONE DOLLARS ($ 291.00) per annum, payable annually, in advance, beginning as

of the effective date hereof. If Licensee shall default in the payment of rental hereunder for a period of 30 days after the same shall be due, a service charge in the amount of 1/2 of 1% of such rent for each month or portion thereof that the same shall remain unpaid shall be charged to Licensee. Licensee will pay such service charge together with rental due hereunder.

4. Licensee will use said premises for the purposes aforesaid and for no other purpose. This license is a personal privilege to Licensee and shall not be assigned without the written consent of Company; nor shall Licensee, except with such consent, permit said premises to be used for any purpose by any other person.

5. Licensee will pay all taxes, licenses or other charges assessed or levied upon the property of or business conducted by Licensee upon said premises of Company, or against Company by reason of the location of such property or business of Licensee upon said premises.

6. Licensee will not construct or install upon said premises any buildings, structures or improvements unless specifically permitted hereby or by written consent of Company. Any buildings, structures or improvements erected by Licensee on said premises, if permitted hereby, shall be substantially constructed or installed, maintained and used in such manner as not to interfere with the operation and maintenance of the railroad of Company, shall be kept in good repair and presentable condition, shall be located as described herein or shown on the attached print, and shall not be relocated upon Company premises except with the written consent of Company. Buildings or structures of Licensee, if permitted hereunder, shall have roofs of metal or other non-combustible material to reduce fire risks. Licensee agrees to keep said premises in clean and sanitary condition, free of waste, trash, or unsanitary or inflammable matter, and to prevent the posting of advertising bills or signs upon said premises, except the usual business sign of Licensee.

7. Licensee will not permit smoking within any building of Company occupied by Licensee, and will post and maintain in a conspicuous place, or places, within said premises a sign or signs, reading "NO SMOKING ALLOWED", or words of similar import.

8. If the premises occupied hereunder by Licensee consists of a building or other structures of Company, or space therein, Licensee

(a) accepts the premises in their present condition; it being agreed that all maintenance and repairs needed to keep the premises in as tenantable condition as at present shall be made by the Licensee at Licensee's sole cost and expense, the term "premises" as used in this subparagraph to include, without limitation, air conditioning, heating, sprinkler systems, plumbing, wiring facilities and other equipment or facilities which may be furnished by Company and employed in the use and occupancy of the premises; and that Company shall have no obligation to perform any maintenance or to make any repair or replacement with respect to the premises except those required to be made to the roofing, foundations, and outside walls (exclusive of windows, doors and facilities attached to or adjacent to the outside walls such as loading docks). It is further agreed that Licensee in fulfilling the obligations assumed by Licensee herein shall make provision for the immediate repair and maintenance of all doors, windows, or other facilities comprising the premises which serve to protect the premises from the elements, damage by vandalism or other causes, and that where any such repair or maintenance is not or is not considered by Licensee to be the responsibility of Licensee, Licensee shall notify Company immediately of the need for such repair and maintenance, Licensee failing in either respect, to be liable to Company for all damage resulting. Company shall have no obligation to furnish Licensee any water, heat, light or other public utilities for use by Licensee in Licensee's occupation and use of said premises, and all facilities for supplying light, water, heat and other public utilities required by Licensee in connection with Licensee's use of said premises shall be of character and design approved by Company and shall be installed and maintained therein at the expense of Licensee, and in accordance with the requirements of Company as to proper installation and construction; Licensee agreeing to pay all expenses and charges for such utilities and to install separate meters necessary in connection therewith;

(b) will not make any alterations in, additions to or improvements to said

premises, or the appurtenances thereof, of any kind whatsoever, without the written consent of Company being first obtained. All alterations of or additions to the electric light or power wires or fixtures upon said premises which may be made by Licensee with the consent of Company shall be made in strict accord with the requirements of the National Electrical Code and at the expense of Licensee; and

(c) will, while in possession hereunder, comply, and cause its agents and employees to comply, with all such reasonable rules and regulations as may be prescribed by Company looking to the prevention of fires and compliance with insurance contracts and policies. Licensee will promptly comply with any requirements of any insurance inspector of Company looking to the enforcement of said rules and regulations, and will use its best efforts at all times for the prevention of fires; the insurance inspector of Company to have the right at all reasonable times to enter said premises for the inspection thereof.

9. At its own expense, Licensee shall maintain said premises in condition, and occupy and use the same in such manner as may be necessary, to meet all requirements of Federal, State, and local safety and health, environmental protection, and sanitation laws and regulations, and shall at its own expense make any and all corrections or additions to the leased premises that may be necessary to bring them into compliance with the aforesaid laws and regulations which may apply to the use and occupancy of said premises by Licensee.

10. The liability of the parties to this agreement, as between themselves, for death, personal injury and property loss and damage, which occur by reason of, or arises out of, or is incidental to, the use or occupancy by Licensee of the property covered by this agreement, shall be determined in accordance with the following provisions:

(a) Licensee shall be solely responsible for, and shall bear all cost, expense and liability resulting from loss of or damage to property by fire;

(b) Licensee shall be solely responsible for, and shall bear all cost, expense and liability resulting from death, personal injury, and loss and damage to property, caused solely by the negligence of Licensee, or of the agents or employees of Licensee, or by the violation by Licensee or its agents or employees of the terms of this agreement, or by the negligence of Licensee concurring with the negligence of a third party;

(c) Except as provided in subparagraph (a) above, Company shall be solely responsible for and shall bear all cost, expense and liability resulting from death, personal injury, and property loss and damage, caused solely by the negligence of Company, or of the agents or employees of Company, or by the negligence of Company concurring with the negligence of a third party;

(d) Except as provided in subparagraph (a) above, Company and Licensee shall be jointly responsible for and bear equally all cost, expense and liability resulting from death, personal injury and property loss and damage caused by their joint and concurring negligence;

(e) Each of the parties hereto, for the liability imposed upon such party by this agreement, shall indemnify and hold entirely harmless the other party hereto;

(f) Knowledge on the part of Company of a continuing violation of the terms of this agreement by Licensee shall constitute neither negligence nor acquiescence on the part of Company, and shall in no event relieve Licensee of any of the responsibilities imposed upon Licensee hereunder; and

(g) The term "Company", as used in this paragraph, shall include not only Company specifically named in the first sentence of this agreement, but also all of the corporate affiliates of Company so named.

11. (a) In connection with the use of the premises covered by this agreement

Licensee agrees to observe and be bound by the rules of the Company with respect to standard clearances for all railroad tracks located on or adjacent to the premises covered by this agreement; that is to say, the Licensee agrees to maintain and preserve an overhead space of 22 feet measured perpendicularly from the top of the rail (except that overhead clearance where wire lines extend over said track shall be such as may be prescribed by the Company) and a space 20 feet in width, measured 10 feet on each side from the center line of said track; provided, however, that the side clearance of 10 feet must be increased one and one-half (1-1/2) inches for every degree of curvature, which space shall be kept clear of any obstruction whatever, including but not limited to all structures, facilities or property of the Licensee which are or may be placed or erected above or parallel to said track.

(b) Notwithstanding anything contained in this agreement, and irrespective of any joint or concurring negligence of Company, Licensee shall assume sole responsibility for and shall indemnify, save harmless and defend Company from and against all claims, actions, or legal proceedings arising, in whole or in part, from the failure of Licensee to comply with any clearance requirements set forth in this agreement. In this connection, it is specifically understood that knowledge on the part of Company of a violation of any such clearance requirements, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Licensee of its obligations to indemnify Company for losses and claims resulting from any such violation.

12. In the event that the whole or any part of the premises occupied by Licensee hereunder shall be taken for any purpose under the power of eminent domain, Licensee shall not be entitled to share in any award resulting from any such taking, nor shall Licensee have any claim against the Company for any expense which may be incurred by Licensee as a result of such taking or as a result of termination of this agreement by reason of such taking, as hereinafter provided. In the event that the taking shall be of the whole of the property herein occupied by Licensee or of such part as shall render said premises untenantable for the uses at such time made of the premises by the Licensee, then this agreement and all rights and interests acquired hereunder shall terminate as of the date of the vesting of title to the property in the condemning authority, and in no event shall Licensee have any claim for the value of any unexpired period of this agreement.

13. Company may terminate this agreement at any time by 60 days' written notice to Licensee of election so to do, and if Licensee shall default in the payment of rentals, or violate any other covenant herein, Company may terminate this agreement by 10 days' written notice to Licensee of election so to do; service of such notice to be made either (a) by delivering a copy of the notice to Licensee, or (b) by mailing the same to or leaving it at the last known address of Licensee and posting in any conspicuous place upon said premises. Licensee may also terminate this agreement by 60 days' written notice to Company of election so to do. At or before the expiration of the time limited by any termination notice given hereunder, Licensee will vacate said premises of Company, remove all property (including structures, if any) of Licensee therefrom, and surrender possession of said premises to Company in as good condition as they were in prior to construction or placing of said property thereupon, and, in default thereof, Company may, in addition to any other legal remedy it may have, at its election (a) remove the property of Licensee from and restore the condition of said premises of Company, at the expense of Licensee, or (b) subject to notice as hereinafter provided, take possession of any property left on said premises by Licensee and dispose of the same by sale or otherwise for the purpose of applying the proceeds thereof against unpaid rental or to other payments due pursuant to the terms of this agreement, or for other purposes as hereinafter mentioned; except that if said property so left on said premises by Licensee has no value, in the judgment of Company, or cannot be conveniently sold, the same may be disposed of in such manner as Company may determine to relieve itself of the burden of caring for such property; provided, however, that prior to the sale or other disposition of such property Company shall notify, or attempt to notify, Licensee of Company's intent so to sell or dispose of such property. If this agreement shall be terminated by Company it agrees, upon written demand by Licensee, to refund the unearned portion of any rent paid in advance; provided, however, that Company's obligation to refund unearned rental shall be conditioned upon the fulfillment of all of the obligations of Licensee under the terms of this agreement. This

paragraph shall survive the termination of this agreement.

14. It is hereby understood and agreed by Licensee that, in accordance with the terms of Article 3 hereof, Company shall render bill annually to _____ for rental of said parcel of property, and that payment of said rental shall be made to Company by said _____.

15. This agreement is intended to and hereby does, supersede and cancel, as of the effective date hereof, the agreement, in writing, between Company and Chattanooga Baseball Company, dated November 27, 1929, concerning the same subject matter, at Chattanooga, Tennessee, as assigned to Chattanooga Baseball Association, Inc., by memorandum agreement dated January 19, 1938.

16. This agreement shall take effect as of the _____ day of _____, 19___.

IN WITNESS WHEREOF, the parties hereto have executed these presents, as of the _____ day of _____, 1976. Done in duplicate, each part being an original.

In presence of:

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY,
By

_____
As to Company

_____
Vice President

In presence of:

CITY OF CHATTANOOGA, Tennessee,
By

_____
As to Licensee

_____
Mayor

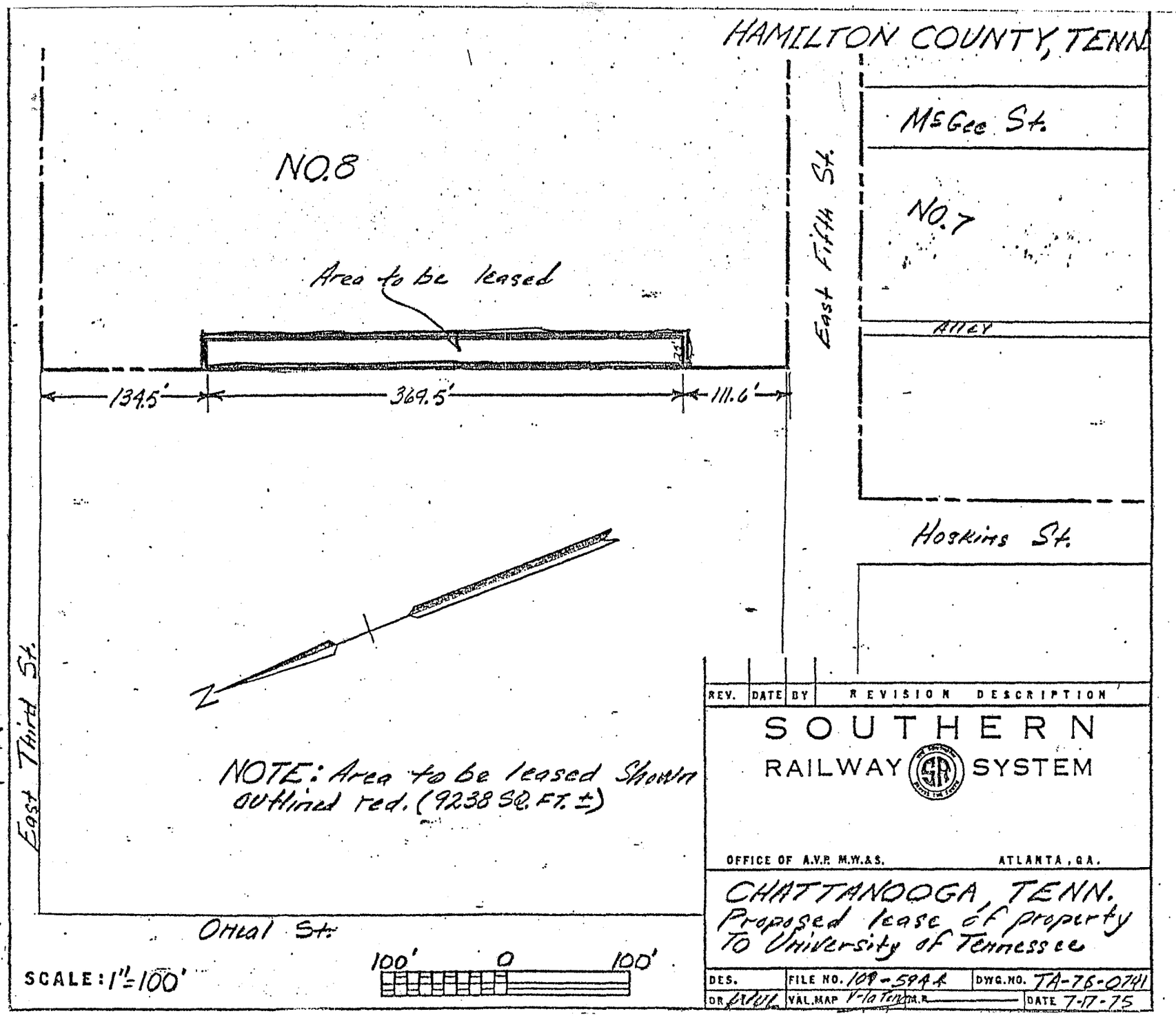
In presence of:

HAMILTON COUNTY, Tennessee,
By

_____
As to Licensee

_____
Title:

MCB:hh
4-9-76
24-MCB-788


HAMILTON COUNTY, TENN.
NO. 8
Area to be leased
134.5'
369.5'
111.6'
East Fifth St.
McGee St.
NO. 7
ALLEY
Hoskins St.
East Third St.
Ohual St.
NOTE: Area to be leased shown outlined red. (9238 SQ. FT. ±)
N
SCALE: 1" = 100'
100' 0 100'
REV. DATE BY REVISION DESCRIPTION
SOUTHERN
RAILWAY SYSTEM
OFFICE OF A.V.P. M.W.&S. ATLANTA, GA.
CHATTANOOGA, TENN.
Proposed lease of property
To University of Tennessee
DES.
DR.
FILE NO. 109-594A
VAL. MAP
DWG. NO. TA-76-0741
DATE 7-17-75

M A Y T E R M 1 9 7 6

State of Tennessee
Hamilton County

MAY 12, 1976
DATE (MONTH, DAY, YEAR)

RESOLUTION

NO. 576-6

TITLE ACCEPTING THE BID OF CRESWELL INDUSTRIAL SUPPLY, INC. FOR TWO (2) 54 GAL. DRUMS OF CYTHION 95% AT $969.30 PER DRUM, TOTALING $1938.60.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, BIDS WERE RECEIVED IN RESPONSE TO PUBLIC ADVERTISEMENT FOR TWO (2) 54 GAL. DRUMS OF CYTHION 95% FOR THE HEALTH DEPARTMENT.

WHEREAS, THE BID OF CRESWELL INDUSTRIAL SUPPLY CO. FOR $1938.60 WAS THE ONLY BID RECEIVED.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNTY COUNCIL, IN SESSION ASSEMBLED: THAT THE BID OF CRESWELL INDUSTRIAL SUPPLY INC. IS HEREBY ACCEPTED, SAID BID BEING THE ONLY ONE RECEIVED. SAME TO BE PAID OUT OF COUNTY GENERAL FUND.

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

Member of the County Council

Action taken Adopted

ON MOTION of Judge Moore, seconded by Councilman Mayfield, the foregoing Resolution was unanimously Adopted by Roll Call vote, with the following members of the County Council being present and voting, "Aye": Councilman Fuller, Councilman Long, Councilman Mayfield, Councilman Ricketts and Judge Moore. Total present-5. Total Absent-0.

* * *

(Judge Moore stated that this was the lowest and the best bid.)

MAY TERM 1976

PURCHASING DEPARTMENT
PAUL K. RICHARD, DIRECTOR

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

APRIL 28, 1976

INVITATION TO BID - HAMILTON COUNTY

		UNIT PRICE:	TOTAL PRICE
SUBJECT:	2 EA. - 54 GAL. DRUMS CYTHION 95% (TO BE USED BY THE HEALTH DEPT.)	_____	_____

DATE: MAY 10, 1976

TIME: 10:00 A.M.

OFFICE: SEALED BIDS WILL BE RECIEVED IN THE OFFICE OF THE COUNTY PURCHASING AGENT:
1110 DAYTON BLVD.
CHATTANOOGA, TN. 37405

ORDER MUST BE DELIVERED WITHIN 60 DAYS AFTER AWARDING OF BID.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

F.O.B. ATLANTA OR CHATTANOOGA

HAMILTON COUNTY,

P.K. Richard

P.K. RICHARD, DIRECTOR OF PURCHASING

(hm)

PKR/HM

CYANAMID

AMERICAN CYANAMID COMPANY
AGRICULTURAL DIVISION
POST OFFICE BOX 400, PRINCETON, N. J. 08540
AREA CODE 609 799-0400

May 4, 1976

Office of the County Purchasing Agent
1110 Dayton Blvd.
Chattanooga, Tn. 37405

Re.: Invitation to Bid-Hamilton County
Dated April 28, 1976

Dear Sir:

We are not submitting quotations on the referenced invitation to bid.

Please retain our name on your bidder's listing for your future requirements for items of a similar nature.

W. D. Reid

W. D. Reid, Supervisor
Prices & Quotations

WDR/bj

MAY TERM 1976

CRESWELL INDUSTRIAL SUPPLY, INC.

6125 AIRWAYS BLVD. — P.O. BOX 21343
PHONE (615) 894-4117 — CHATTANOOGA, TENN. 37421

Hamilton County Purchasing Agent
1110 Dayton Blvd.
Chattanooga, Tenn. 37405

We are pleased to submit our

QUOTATION

as follows:

ATTENTION: P. K. Richard

SUBJECT: 54 Gal. Drums Cythion

DATE	F. O. B.	TERMS
5-4-76	Del. 10 Days	1%-10

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	SHIPMENT
	2 ea	54 Gal. Drums Cythion 95% (Malathion)	969.30	$1,938.60

Prices quoted herein will remain in effect for thirty days from date of quotation.
NOTE: Prices quoted herein do not include Federal, State, or Local, Sales, Privilege, Use, or other similar kinds of taxes. All agreements made contingent upon strikes, fire, accidents, or other causes beyond our control.

BY Bob Creswell

MAY TERM 1976

State of Tennessee
Hamilton County

May 12, 1976
DATE (MONTH, DAY, YEAR)

MAY TERM 1976

RESOLUTION

NO. 576-7

TITLE A RESOLUTION TO ADOPT PERSONNEL RULES AND REGULATIONS FOR HAMILTON COUNTY, TENNESSEE, BEING A GENERAL MERIT SYSTEM FOR HAMILTON COUNTY, AND TO REPEAL RESOLUTIONS NOS. 675-26 AND 875-2.

Be it Resolved, by the County Council of Hamilton County, Tennessee, in Session Assembled:—

WHEREAS, this County Council adopted a Personnel Policy, being Resolution No. 675-26, on June 18, 1975, which was amended by Resolution No. 875-2 on August 6, 1975; and

WHEREAS, certain changes are required therein in order to comply with Federal regulations for receiving Federal funds in a number of the County programs including the Chattanooga-Hamilton County Health Department; and

WHEREAS, approximately six months of planning, drafting, and negotiating has been required to produce the attached general merit system (which was prepared by the Intergovernmental Personnel Programs Division, Atlanta Region, U. S. Civil Service Commission); and

WHEREAS, the said general merit system is required by the Federal government to be applicable to all personnel in all departments, divisions, offices, and all wholly county supported agencies and offices, effective on the date of adoption hereof; and

WHEREAS, any other fee office or agency may likewise adopt these policies and procedures, upon agreement of the County Council thereto, to provide uniformity of personnel benefits and procedures throughout all of County Government.

NOW, THEREFORE, BE IT RESOLVED, THAT THIS COUNTY COUNCIL IN SESSION ASSEMBLED: That the County Council hereby repeals that part of Resolutions numbered 675-26 and 875-2 as relate to the Hamilton County Personnel Policy Manual (but not including the class specifications, the allocation list, and the general pay plan as contained therein, at this time), and hereby adopts the attached Personnel Rules and Regulations as the General Merit System for Hamilton County, Tennessee, same being entitled "Personnel Rules and Regulations, Hamilton County, Tennessee, Prepared By: Intergovernmental Programs Division, Atlanta Region, U. S. Civil Service Commission"; and said General Merit System shall be applicable to all employees of all Departments, Divisions, Offices, and all wholly County supported agencies and offices; and that any other fee office or other agency may likewise adopt these policies and procedures, upon agreement of the County Council thereto, to provide uniformity of personnel benefits and procedures throughout all of County Government.

BE IT FURTHER RESOLVED, that this Resolution shall take effect from and after its passage, the public welfare requiring it.

Member of the County Council

Approved: ☑
Rejected: ☐

ON MOTION of Judge Moore, seconded by Councilman Ricketts, the foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

* * *

(Judge Moore stated that they have been working on this a number of months in order to bring County personnel policies under U.S. Civil Service requirements. Judge Moore stated that various details had been worked out and the U.S. Civil Service Commission has agreed with the changes that were felt necessary.)

M A Y T E R M 1 9 7 6

PERSONNEL RULES AND REGULATIONS

HAMILTON COUNTY, TENNESSEE

Prepared By:

Intergovernmental Personnel Programs Division

Atlanta Region

U. S. Civil Service Commission

MAY TERM 1976

Hamilton County, Tennessee
Rules and Regulations

TABLE OF CONTENTS

100 DEFINITIONS

1. Agency means any Department, Council, Institution, Commission, Elected Officials, or subdivision thereof of Hamilton County, Tennessee operating under the Career Service.

2. Allocation means the assignment of a position, based on requirements for the position and availability of funds.

3. Appeal means a request to the Personnel Advisory Board for a review of action taken or decision rendered by the appointing authority or the Personnel Director.

4. Appointing Authority means the agency head or other person or group of persons empowered to employ.

5. Board means the Personnel Advisory Board.

6. Career Service means all those classified positions herein made subject to the provisions of the Rule.

7. Certification means the act of submitting the required number of available names on an appropriate register to an Appointing Authority for the purpose of making a selection in accordance with Rules and Regulations.

8. Certificate means that list of eligibles from which appointments are made.

9. Class or Class of Positions means a group of positions which are sufficiently similar in duties and responsibilities that each position in the group can be given the same job title, requires the same minimum qualifications as to education and experience, can be filled by substantially the same tests of ability or fitness and is of a similar level of job work and therefore, deserves the same salary range.

10. Classification means the assignment of a position to an appropriate class on the basis of duties, authority and responsibilities assigned.

11. Classification Plan means the orderly arrangement of positions within an agency into separate and distinct classes so that each will contain those positions which involve similar or comparable skills, duties and responsibilities.

12. Compensation Plan means a schedule of salaries established for the several classes of positions recognized in the agency classification plan so that all positions of a given class may be paid the same salary range established for the class.

VOID

13. Demotion means a change from a position in one class to a position in another class having a lower entrance salary.

14. Dismissal means the termination of an employee for cause.

15. Eligible means any applicant or employee who has successfully qualified for a given class.

16. Emergency Appointment means an appointment made when an unforeseen circumstance occurs, (e.g. death of an employee, flood damage, etc.) without regard to the minimum qualifications of education and experience or the rule of five. Events such as retirement or maternity leave should not result in Emergency appointments.

17. Employee means any person in the employ of the County who is paid a salary or wage, but shall not include elected officials.

18. Examination means all the tests of fitness that are applied to determine eligibility of applicants for positions in the County.

19. Exempt Position means a position herein designated as a position exempt from the application of this Rule. The exempt positions are as follows:

    a. Elected officials.
    b. Members of County and local Boards and Commissions.
    c. Members of advisory councils or committees or similar boards paid only for attendance at meetings.
    d. County officials serving ex-officio and performing incidental administrative duties.
    e. Confidential secretary to an elected official.
    f. County Manager.
    g. County Auditor.
    h. Attorneys serving as legal counsel.
    i. Administrative Assistant to the County Judge.
    j. Public Information Officer.

20. Leave of Absence Without Pay means leave or time off from duty granted by the Personnel Director, for which period the employee receives no pay.

21. Minimum Qualifications means the requirements of education and experience and other qualifications as prescribed for a given class in the Classification and Compensation plan.

22. Non-Career Service means those exempt positions not subject to the Rule, except for provisions in Sections 400-499 and 1200-1299.

VOID - See Page 949-A which Replaces and Voids page 948, also see page 949-B, Letter giving Permission of Judge Moore and all Councilmen to Void page 948 and Replace with page 949-A.

23. Non-Competitive Appointment means the appointment of a person to an exempt position or class of positions.

24. Open-Competitive Examination means an examination which permits the competition of persons who meet the requirements of the official announcement for the position.

25. Original Appointment means the appointment of a person to an agency for a probationary period through selection from a register or through non-competitive selection in accordance with these Rules and Regulations.

26. Part-Time Employee means an employee who works less than full-time.

27. Permanent Employee means an employee who has completed the required probationary period and has acquired permanent status in conformity with the Merit System Rule.

28. Personnel Director means the head of the Personnel Department and the Executive Secretary of the Personnel Advisory Board immediately responsible for personnel administration in the County.

29. Position means a group of specific duties, tasks, and responsibilities assigned by the Appointing Authority to be performed by one employee; a position may be part-time or full-time, temporary or permanent, occupied or vacant.

30. Probation means the status of an employee for a period not to exceed six months in lieu of dismissal for reason of cause, misconduct, negligence, inefficiency, unfitness, or crimes of moral turpitude.

31. Probationary Employee means a person certified from a register of eligibles or employed through non-competitive appointment and serving a probationary period.

32. Probationary Period means a working test period of six months, and is a part of the examination process following an original appointment from the register, during which an employee is required to demonstrate his fitness for the position to which he is appointed by the satisfactory performance of the duties and responsibilities of the position.

33. Promotion means the change from a position in one class to a position in another class having a higher entrance salary.

34. Promotional List means that list maintained by the Personnel Director of all qualified employees within the agency or, if requested, the Career Service.

13. Demotion means a change from a position in one class to a position in another class having a lower entrance salary.

14. Dismissal means the termination of an employee for cause.

15. Eligible means any applicant or employee who has successfully qualified for a given class.

16. Emergency Appointment means an appointment made when an unforeseen circumstance occurs, (e.g. death of an employee, flood damage, etc.) without regard to the minimum qualifications of education and experience or the rule of five. Events such as retirement or maternity leave should not result in Emergency Appointments.

17. Employee means any person in the employ of the County who is paid a salary or wage, but shall not include elected officials.

18. Examination means all the tests of fitness that are applied to determine eligibility of applicants for positions in the County.

19. Exempt Position means a position herein designated as a position exempt from the application of this Rule. The exempt positions are as follows:

    a. Elected Officials.
    b. Members of County and local Boards and Commissions.
    c. Members of advisory councils or committees or similar boards paid only for attendance at meetings.
    d. County officials serving ex-officio and performing incidental administrative duties.
    e. Confidential secretary to an elected official.
    f. County Manager.
    g. County Auditor.
    h. Attorneys serving as legal counsel.
    i. Administrative Assistant to the County Judge and Chief Deputy to Elected Officials.
    j. Public Information Officer.

20. Leave of Absence Without Pay means leave or time off from duty granted by the Personnel Director, for which period the employee receives no pay.

21. Minimum Qualifications means the requirements of education and experience and other qualifications as prescribed for a given class in the Classification and Compensation plan.

22. Non-Career Service means those exempt positions not subject to the Rule, except for provisions in Section 400-499 and 1200-1299.

Replaces and Voids page 948. See letter on page 949-B giving permission for this action.

MAY TERM 1976

HAMILTON COUNTY, TENNESSEE
DON MOORE, JUDGE
CHATTANOOGA, TENNESSEE 37402

May 28, 1976

MEMORANDUM

To: County Judge Don Moore
Councilman Floyd Fuller
Councilman Bob Long
Councilman Jack Mayfield
Councilman Coyel Ricketts

From: Don Downey

SUBJECT: Correction To Personnel Manual

During the preparation of the personnel policy manual a change was intended to be made which was omitted. This change was in the area of exempt personnel. I have attached to this memorandum a copy of the page in the personnel manual which relates to exempt personnel. Under the classification of exempt personnel, I would like to place the additional position of "Chief Deputy To Elected Officials".

The reason for this addition is quite obvious. The Sheriff and other elected officials feel that the position of chief deputy is ~~the~~ a position of direct responsibility and any person occupying that position should be more directly subject to the control of the elected official. I have discussed the correction to be made with Mr. Bill Knowles and he has agreed to substitute the corrected page provided that all members of the council are in agreement to this change. I ask that you aprove this change by your signature in the space provided below.

County Judge Don Moore _____

Councilman Floyd Fuller _____

Councilman Bob Long _____

Councilman Jack Mayfield _____

Councilman Coyel Ricketts _____

Permission to Void page 948 and Replace with page 949-A.

35. Provisional Appointment means the appointment of an individual meeting the minimum qualifications of training and experience to a position pending the establishment of an appropriate register of three or more persons available for employment in the position.

36. Reclassification means the reassignment or change in the classification of a position by raising it to a higher, reducing it to a lower, or moving it to another class of the same level on the basis of significant changes in the kind of difficulty of the duties and responsibilities in such position, and officially assigning to that position the class title for such appropriate class of position.

37. Reinstatement means the re-employment of a permanent employee as provided in these Rules or the placing of probationary or permanent employee's name back on a register as provided herein.

38. Register means an officially promulgated list of eligibles for a class of positions in the order of their final rating on an examination as provided herein. The term of register is to be the same as the fiscal year.

39. Resignation means the termination of an employee made at his request.

40. Rule means personnel rules and regulations.

41. Salary Advance means an increase in salary within the salary range prescribed for the class by the Classification and Compensation Plan.

42. Suspension means an enforced leave of absence for either disciplinary purposes or pending investigation of charges against an employee.

43. Trial Period means a working test period required of an employee following a promotion, demotion or transfer to any class in which he or she does not hold permanent status.

44. Transfer means a change from one position to another in the same class or to a position in another class having the same entrance salary and may involve different scheduling, organizational and/or geographic location.

200 GENERAL MERIT SYSTEM REGULATIONS

201 Personnel Advisory Board

A Personnel Advisory Board shall be appointed by the County Council. Each member of the County Council shall appoint a member to the Board. The Board shall be composed of five members, who shall be public spirited persons of recognized standing and have known interest in the improvement of public administration and in the impartial selection of efficient government personnel. No member of the Board shall have been an employee of a County agency served by the Career Service System within the year prior to appointment. No member will be employed in any capacity in any of the agencies covered by the Career Service System, and no member shall have held an elected or appointed political office during the year preceding his appointment, nor shall he hold such office during his term. No member shall have been an employee of the participating agencies within one year prior to his appointment.

202 Purpose and Responsibilities of the Personnel Advisory Board

It shall be the duty of the Board within the scope of the Rule:

a. To advise the governing body as to general policies for administration. To recommend rules revisions necessary for proper and efficient administration.

b. To hear appeals. The decision of the Board shall be final in cases of alleged discrimination.

c. To make recommendations, in cooperation with the agencies, to the County Council concerning personnel administration in the County.

d. To promote public understanding of the purpose, policies, and procedures of the Career Service System.

e. To present an annual report to the County Council on the operations of the Personnel Advisory Board.

f. To recommend, in cooperation with appointing authorities, elected officials and other interested parties, programs for the improvement of employee effectiveness and morale.

g. Perform any other lawful acts considered necessary to carry out the purpose and provision of the personnel policies and procedures.

203 Length of Tenure of Personnel Advisory Board

Members of the Board shall serve for a term of two years or until successors have been appointed, except that in the first instance the present County Council shall appoint members to serve until August 31, 1978. A member appointed to fill a vacancy occuring prior to the expiration of the term shall be appointed for the remainder of such term. The Board shall annually select a chairman from its membership, and the Board shall annually elect other officers as it sees fit from its membership. The Board shall use the Personnel Director as its Executive Secretary, whose duty it shall be to keep a record of the proceedings of meetings, copies of which shall be distributed to all agencies served.

204 Personnel Advisory Board Meetings

Meetings of the Personnel Advisory Board shall be held quarterly and at such other times as may be necessary upon call of the chairman or a majority of the members. The agencies served by the Personnel Advisory Board shall have the right to be represented at all meetings of the Board, but such representation shall be without voting power. The Board shall adopt procedures for the conduct of its activities. Members of the Personnel Advisory Board shall receive no salary, but shall be reimbursed for expenses in accordance with County regulations.

205 Personnel Director's Responsibilities

In conformity with the Rule, the Personnel Director shall put into continuous effect approved policies and procedures for the administration of the Career Service System. The duties will include but not be limited to the development and maintenance of classification and compensation plans for all employees in the County service, the development of tests and examinations as required to determine the fitness and abilities of applicants for jobs in the County service, and the maintenance of registers of eligibles.

206 Equal Employment Opportunity

Equal employment opportunity shall be assured in the County system and affirmative action provided in its administration. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspect of personnel administration because of political or religious opinions or affiliations or because of race, national origin, or other nonmerit factors will be prohibited. Discrimination on the basis of age or sex or physical disability will be prohibited except where specific age or sex of physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration.

Every employee and every applicant subject to the Rule shall have the right of appeal to the Board as set forth in Section 1018 of these Rules, whenever he or she has reason to believe the Rule has been violated.

Equal employment opportunity shall be insured through an Affirmative Action Plan. The Personnel Director shall be responsible for overall administration of the Affirmative Action Plan.

207 Political Activity

Every employee shall have the right to freely express his views as a citizen and to cast his vote. Coercion for political purposes of and by employees covered by the Rules and use of their positions for political purposes shall be prohibited. Participation in partisan political activity by any employee subject to the Rule will be prohibited with respect to activity prohibited in Federally grant-aided programs under the Federal Hatch Political Activities Act, as amended. (Individuals whose principal employment is in a Federally grant-aided program are subject to the prohibitions in the Hatch Act, administered by the U. S. Civil Service Commission, regardless of whether their employment is covered by the Rule.)

208 Employee-Management Relations

Every employee shall have the right to join or refrain from joining an organization for purposes of representation. The nature and extent to which organizations may represent member employees and the right of collective bargining, if any, shall be in accordance with the laws of the State of Tennessee. No applicant shall be refused employment nor shall any employee be discriminated against by virtue of being a member or not being a member of a union or other collective organization.

300 CLASSIFICATION

The position classification plan shall be based upon an analysis of the duties and the responsibilities of each position and shall be established and maintained on a current basis. The classification plan shall include an appropriate title for each class of positions, a description of the duties and responsibilities of positions in the class, and minimum requirements of education, training, experience, skills, knowledge, abilities and other qualifiations necessary for entry into the class.

301 Existing Classification Plan Adopted

Class titles, specifications and allocations adopted at the time of the adoption of these Rules shall continue until changed in accordance with the Rules herein prescribed.

302 Preparation, Maintenance, and Adoption of Classification Plan

1. The Personnel Director shall review the plan, hear suggestions, ascertain the duties, authority and responsibilities of all classified positions and maintain a classification plan for the County, with reference to establishing uniformity of classes between agencies where possible and where practicable.

2. The plan shall set forth for each class of positions a class title, a definition, a statement of duties, authority and responsibilities thereof and the minimum qualifications that are necessary for the satisfactory performance of the duties of the class.

3. The plan shall be so developed and maintained that all positions which are substantially similar and comparable with respect to the kind, difficulty and responsibility of work are included in the same class, that the same means of recruitment and examination may be used for filling all positions within a class and that the same schedule of pay may be applied with equity to all positions in a class.

4. The plan shall be revised or amended whenever any change in organization, creation of a new class of positions, abolition of a class of positions or change in duties and/or responsibilities of an individual position make it necessary.

5. The Personnel Director shall from time to time review the duties and responsibilities of the positions in the classification plan and may add, combine, divide or abolish classes or revise the specifications of existing classes or establish new classes as the needs of the County so dictate.

6. Each position in the plan shall be assigned to one of the classes which is appropriate. In determining the class to which any position should be assigned, consideration shall be given to the general duties, responsibilities, specific tasks, minimum qualifications and relationship to other classes and levels.

7. Each position in the plan shall be reviewed at intervals to ascertain whether it is correctly classified.

303 Creation and Classification of New Positions

When new positions are created by the governing body, job specifications shall be furnished to the Personnel Director and he shall study the duties and responsibilities of the new position and determine the proper classification. If an appropriate classification does not already exist, the Personnel Director shall prepare a new class specification to cover the position, and it shall be assigned to the proper pay grade.

304 Position Reclassification

Whenever the organization of an agency or the duties of a position are changed or a position appears to have been incorrectly classified, the Personnel Director shall upon his own initiative or at the request of the Appointing Authority, investigate the duties of the affected position. After conferring with the agency and reviewing agency recommendations and suggestions, the Personnel Director shall reclassify the position to an appropriate class.

305 Status of Incumbents When Positions are Reclassified

In all cases of reclassifications, the employee in the position when it is reclassified shall be entitled to serve therein with the classified status that he had in the position before its reclassification. An incumbent retained in a class who does not possess the newly required minimum qualifications shall be required to meet the minimum qualifications of any class to which the incumbent is promoted, transferred or demoted.

306 Class Specifications

The class specifications shall be considered in classifying positions and shall be interpreted as follows:

1. Class specifications are descriptive only and are not restrictive. The use of a particular expression of duties, qualifications, requirements, or other attributes shall not be held to exclude others not mentioned.

2. In determining the class to which any position shall be classified the specifications for each class shall be considered as a whole. Consideration shall be given to the general duties, specific tasks, responsibilities required, qualifications and relationships to other classes as affording together a picture of the positions that the class intended to include.

3. A class specification shall be construed as a general description of the kinds of work characteristics of positions properly classified to that class and not as limiting the expressed or implied power of the Appointing Authority now or hereafter vested with the right to prescribe or alter the duties of any position.

4. The statement of minimum qualifications expresses the minimum background in terms of education, experience, skills, and knowledges which would be required of any new appointee to a position in the class as partial evidence of his ability to perform the work properly and is to be so construed and not as imposing in itself any new or additional requirements upon incumbents of positions.

5. Qualification requirements in the specification for any class, as interpreted herein, shall constitute the basis and source of authority for the examinations for the class and for the evaluation of the qualifications of applicants and for the acceptance or rejection of applications of examinees for the class.

307 Notification of Change in Position Content

The Agency shall give written notice to the Personnel Director of material changes in the duties and responsibilities of the positions occupied by their employees.

308 Title of Position

1. The class title of a position shall be used to designate such position in all budget estimates, payrolls and other official records, documents, vouchers, and communications in connection with personnel processes.

2. For the purpose of internal administration or for any other purpose not involving the personnel processes, an abbreviation may be used in lieu of class title in such instances.

400 COMPENSATION

A plan of compensation for all classes of positions shall be maintained on a current basis as established and set by the governing body. The plan shall include salary rates adjusted to the responsibility and difficulty of the work and shall take into account the prevailing compensation for comparable positions in the recruiting areas and in other agencies of the government and other relevant factors. It shall provide for the salary advancement of full-time permanent employees based upon quality and length of service and other salary adjustments.

401 Salary for Positions That Become Classified

Whenever a position in the County is brought under the Career Service by ordinance or County Council Resolution, the salary of the continuing incumbent shall be placed in a wage grade of the salary schedule which most nearly corresponds to the minimum and maximum of the salary range then being paid the incumbent. If the incumbent's salary is between steps in the salary range, his salary may be raised to the next higher step. The salary grade shall be controlling thereafter, and all increases must be on step with the grade assigned. No employee's salary shall be reduced as a result of these Rules, except as provided in Section 412.

402 Rates in Salary Plan

Each salary grade will have a minimum, intervening and maximum rate of pay for each class of positions and the rate of pay of employees shall be maintained within the proper scale of rates and kept on step in agreement with the established minimum and maximum rate.

403 Salary Plan

Each employee shall be paid compensation in accordance with the compensation plan adopted by the County Council.

404 Entrance Salary

The entrance salary for any classified position within the County shall be at the minimum salary for the class to which appointed, except:

1. When the Agency submits a written statement setting forth that economic or employment conditions make recruitment of eligibles at the minimum rate for the class difficult, the Director, with the approval of the Governing Body, may authorize

appointment of qualified eligibles at a higher rate within the salary grade for the class or in positions in the class where employment conditions are unusual, which higher rate shall remain in effect until the County Council orders such rate rescinded. Such special entrance rates shall be at a step above the minimum for the range, but not above the third step of the salary range prescribed by the compensation plan for that class. Employees who are earning less than the higher rate shall be increased to the approved entrance rate, and thereafter all new employees shall be appointed at the higher entrance rate. For purposes of promotion, such rate shall be considered to be the minimum rate.

2. Any employee who returns from authorized military leave or other authorized leave may be paid at the salary rate for which he would have been eligible if he had not gone on military leave, at the discretion of the agency and in accordance with Section 413.3.

3. A permanent employee who has been reinstated in accordance with these Rules shall have his pay fixed as follows:

   a. When the employee is reinstated to the position he previously held, he shall be paid at the rate or step he was being paid when he separated. Salary increases shall be in accordance with the provisions of Section 413.3, as with a probationary or permanent employee.

   b. When the employee is reinstated to a lower class of position than the one he occupied upon his separation, he shall be paid at a step in the salary grade of the class of position to which reinstated which is at the salary rate he was being paid when separated, provided this rate of pay is not above the step of the range. Salary increases shall be in conformance with the provisions of Section 413.3, as with a probationary or permanent employee.

405 Salary Adjustments for Incumbents

405.1 Rate of Pay Lower Than Minimum

Where the rate of pay of an employee is lower than the minimum of the range of the compensation plan for his class of position, the Personnel Director shall increase the rate of pay to the minimum for the class of position.

405.2 Rate of Pay Higher Than Maximum

Where the rate of pay of an employee is higher than the maximum rate of the range prescribed in the compensation plan for his class of position, the rate will remain the same as long as the employee retains his present position, but no further increases will be approved.

405.3 Rate of Pay Not Coinciding With Any Step

Where the rate of pay of an employee is between the minimum and maximum rates of the salary range in the compensation plan for his class of position, but not coinciding with any intermediate step of such range, the Personnel Director shall adjust his rate to the next higher step of the range for his class of position provided it is within 30% or more, if less than 30% it shall be reduced to the preceding step within twelve (12) months of the adoption of these rules.

405.4 Adjustments When the Minimum and Maximum of the Salary Range Are Increased

At any time increases are made in the minimum and maximum of the salary range for a class of position, all positions in that class shall receive an adjustment to the new grade which will place them on a step in the new range. No person's salary may be reduced as a result of such increase in salary range and all persons shall be given uniform treatment by adjustment to the first step of the new range, salary to salary, step to step or shall receive uniform treatment as to lesser number of salary increments given.

406 Pay Differential

The Personnel Director may, with the approval of the County Council, authorize a pay differential for a position within a class due to special duty requirements related to the position, but not for the class as a whole. This differential shall be over and above the pay within the salary grade and shall be paid only as long as the employee occupies the particular position under the circumstances which have necessitated the differential. The result for the differential shall be submitted in writing and shall outline all facts as to the need.

407 Payment of Overtime

Overtime will be paid in accordance with the laws of the State of Tennessee and the U. S. government, as applicable to local governments.

408 Hourly Rates

The Personnel Director may establish hourly rates of pay for a class of position within the classification plan, when conditions of employment warrant such action. Hourly rates of pay, for such class of position, shall be in accordance with the hourly pay schedule approved by the Council and with the monthly rate for the class of position if any.

409 Rate of Pay When Returned to Previous Position After Demotion

When an employee is returned to his previous position in accordance with these Rules, his rate of pay shall be fixed at that which he was receiving before the voluntary demotion.

410 Rate of Pay When Position is Classified or Reclassified

A position that has been reclassified upwards shall have the salary range adjusted so that the salary is at the same step in the range in the higher class as was held in the preceding range.

411 Salary When Promoted

An employee who is promoted shall have his salary advanced to the minimum rate of pay for the new class of position if his salary before promotion fell below such minimum rate. If the employee's salary before promotion is above such minimum rate, he shall, at the time of promotion, receive a salary advancement to the next highest step. An anniversary date is established in accordance with Rule 413.4. Thereafter, salary increases shall be given in accordance with Rule 413.3

412 Salary When Demoted

An employee who is demoted shall have his rate of pay fixed by the Personnel Director on the step within the range for the class to which he has been demoted, which does not exceed his last rate of pay.

413 Salary Advancements

413.1 Eligibility Limitation

Salary advancements shall be limited to permanent employees.

413.2 One Step Limitation

No permanent employee shall receive a salary advancement for more or less than one step in the salary range for his position at one time, except as provided in Section 414, or elsewhere in the Rules.

413.3 Increase Interval

Annual merit salary increase shall be awarded based on satisfactory or higher performance evaluations. A salary increase of one step in the salary range for the class of position the employee occupies shall be granted at the completion of the probationary period of employment, except that the Appointing Authority may propose a salary increase of more than one step as provided in Section 414.

Subsequent increases will be made on the following basis:

If hired on January 1, or thereafter, an employee will not receive an increase until the probationary period ends. Each subsequent increase will become effective, subject to availability of funds, with the beginning of each fiscal year on July 1.

If hired prior to January 1, an employee will receive a one step increase in salary at the completion of the probationary period. An additional one step increase in salary will become effective at the beginning of the fiscal year on July 1, and, subject to availability of funds, each July 1, thereafter.

Periods of non-pay status not to exceed thirty (30) days may be included in the granting of salary increases. Time spent by persons on extended periods of military leave, in accordance with the provisions of these Rules, may be included in granting salary increases.

The following increases in salary shall be considered exempt from this section.

1. A salary advancement as provided in Section 414.

2. A salary advancement resulting from a revision in the salary range for the class of positions.

413.4 Anniversary Date

All anniversary dates for merit increase are to be July 1.

414 Increase for Exceptionally Meritorious Service

A salary advancement for exceptionally meritorious service, limited to one step of the salary range for the class, may be made effective in conjunction with salary advancements specified in these Rules or separately, notwithstanding that an increase in salary may have been received during the period as outlined in Section 413.3. Exceptionally Meritorious Service Increases shall be governed by the following:

1. The employee must have permanent status.

2. Written justification, setting forth in detail the nature of the exceptionally meritorious service performed must be submitted by the Appointing Authority and approved by the Personnel Director.

3. No more than one Exceptionally Meritorious Service Increase may be given in any twelve (12) month period.

4. No more than two (2) Exceptionally Meritorious Service Increases shall be approved, regardless of change of class, agency or salary range for a classified employee, in any three (3) year period dating from the first Exceptionally Meritorious Service Increase.

500 APPLICATIONS

This section sets forth procedures by which applications for positions in the Career Service shall be accepted.

501 Recruitment

Recruitment shall be the responsibility of the Personnel Director. Recruitment shall be designed to reach all segments of the population and shall be done on an equal employment opportunity basis. All recruitment literature shall contain the phrase "An Equal Opportunity Employer."

502 Submission of Applications

All applications for positions in the Career Service shall be accepted on a continuing basis as required by need. Applications shall be submitted on the form prescribed by the County Personnel Director. An applicant should apply for a position through the Personnel Director. A copy of the completed application form, personally signed by the applicant, shall be furnished to the Personnel Director. The truth of all statements contained in the application shall be certified by the applicant's signature.

503 Equal Opportunity for Applicants

No application shall be accepted or rejected because of the race, age, physical disability, sex, religious opinion, national origin or political affiliation of the applicant.

504 Minimun Requirements

The minimum qualifications established in the County classification plan for each class of position shall constitute the requirements for the examination process. Examination shall be open to all persons who possess the required qualifications and who may lawfully be appointed to a position in the class for which a register is to be established. Persons under such physical disability as not to make them ineligible shall be examined in such manner as will fairly test their ability to perform the duties of the position.

505 Examination Closing Dates

Applications must be filed with the Personnel Director on or prior to the closing date specified in the announcement, or postmarked before midnight of that date, except that the Director, where sufficient cause is presented and approved, may order the acceptance of an application received after the closing date but in time to be included in the examination process.

506 Verification of Application

The Personnel Director may require any applicant to submit documented proof of possession of any license, college degree, or other qualification required prior to acceptance of his application.

Claims made by applicants relative to education, experience, or other required qualifications, shall be subject to verification by the Personnel Director, and if no verification is obtained, an applicant may be ruled unacceptable.

507 Reasons for Rejection of Applications

The Director may refuse to examine an applicant, or after examination may disqualify such applicant and remove his name from the register, if:

1. He does not meet the minimum requirements for the position for which he has applied.

2. He is disabled so as to be unable to perform the duties of the position.

3. He has made a false statement of material fact in his application.

4. He has been previously dismissed from employment for just cause.

5. He has used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment.

6. He has directly or indirectly obtained information regarding examinations to which he was not entitled.

7. He has failed to submit his application correctly and within the prescribed time limits.

8. He has taken part in the compilation, administration, or correction of the examination in which he was a competitor.

9. He has been convicted of a felony.

508 Right of Appeal

A disqualified applicant or eligible shall be notified promptly of such action and of his right of appeal. Any person who has been disqualified may appeal such action within five calendar days to the Personnel Director for review by the Personnel Advisory Board. The decision of the Personnel Advisory Board shall be final. An applicant who is not admitted to an examination because of failure to meet the preliminary requirements shall be notified by letter to his last known address in advance of the examination process so as to allow for an appeal.

600 EXAMINATIONS

This section sets forth procedures by which applicants may be examined for positions in the Career Service.

Selection for entrance to the Career Service shall be through open competition.

All participating agencies in close collaboration with the Merit System shall plan and determine the content of the selection process to insure success on the job. Valid and reliable selection techniques shall be utilized.

601 Examination Policies

1. Vacancies in the classified service shall be filled on an open-competitive basis except in those cases where a vacancy is filled by a non-competitive promotion.

2. All examinations for positions in the Career Service shall be such that they will determine an applicant's merit and fitness for the position.

3. Examinations of applicants for entrance into the Career Service will maximize reliability, objectivity, and validity through a practical and normally multi-part assessment of applicant attributes necessary for successful job performance and career development. The parts of the total examination will consist, in various combinations as appropriate to the class and to available manpower resources, of such devices as work-sample and performance tests, practical written tests, individual and group oral examinations, rating of training and experience, and background and reference inquiries.

4. Physical examinations may be required.

5. The Personnel Director, in conjunction with the agency served and acting for the County Council, shall designate the type of examination which shall be given for the Career Service.

6. Each agency covered by the Rule shall insure that all employees are made aware of its provisions and shall inform employees of promotional opportunities available in the Career Service.

602 Scheduling Examinations

The Personnel Director shall endeavor to maintain registers for all classes for which regular certifications of eligibles are to be expected so as to afford reasonable assurance that enough eligibles will be available at all times to meet requests for certification for original employment or promotion. To achieve this end, the Personnel Director shall conduct such open-competitive examinations as are necessary or as are requested by an Appointing Authority for the purpose of establishing registers of eligibles and promotional registers.

603 Announcements

The Personnel Director shall make public announcements of all entrance examinations at least fourteen days in advance of the closing date for receipt of applications. He shall make every reasonable effort to attract qualified persons to compete in these examinations. Notice of examinations may be sent to newspapers, radio stations, schools, state agencies, community groups, and other organizations and individuals as the Director deems expedient.

604 Content of Announcements

An announcement shall state the duties of the position for which the examination is being held, the minimum qualification requirements of the position, the closing date for receipt of applications, and any other information the Director considers pertinent and useful.

605 Amending Announcements

The Personnel Director may amend any published announcement when necessary, with appropriate public notice of such change.

606 Types of Examinations

1. Open-competitive. Examination for entrance to County service shall be conducted on an open-competitive basis.

2. Promotional. In those instances where a position is to be filled by promotion, the Appointing Authority shall determine whether the promotion is to be on a competitive or non-competitive basis.

3. Open-continuous. Examinations for classes in which there is a continuing need for appointments may be administered frequently and the resulting eligibles shall be merged into the registers in accordance with final ratings.

607 Test Monitors

The Director may designate such monitors and oral examiners as are necessary to conduct examinations under instructions prescribed by him and provide for their compensation in accordance with the approved budget for the purpose.

608 Anonymity of Applicants

The identity of persons taking the examinations shall not be disclosed to the examiners. An identification number shall be used to identify the papers of each applicant.

609 Determination of Final Score

The Personnel Director shall determine a final score for each examination, computed in accordance with the weights for the several parts of the examination.

610 Rating Training and Experience

If training and experience form a part or all of the total examination, the Personnel Director, with the approval of the County Council, shall determine a procedure for the evaluation of the training and experience qualifications of the various applicants.

Before rating training and experience or prior to certification from the register, the Director may investigate the applicant's training and experience to verify the statements contained in his application. If this investigation produces information affecting the rating of the training and experience, the Director shall rate the applicant's record accordingly.

611 Oral Boards

When an oral interview forms all or part of a total examination for a class of positions, the Personnel Director shall appoint one or more Oral Interview Boards as needed. An Oral Interview Board shall consist of two or more members who shall be known to be interested in the improvement of public administration and in the selection of efficient government personnel, and, where possible, at least one of whom shall be technically familiar with the character of the work in the position for which the applicant will be examined. Any persons holding political office shall not serve on the Oral Interview Board. No member of the Board shall rate an applicant whom he knows personally. Oral interviewers shall be compensated in accordance with a schedule approved by the County Council.

612 Errors in Grading

An error in grading an examination which affects the relative ranking of a person shall be corrected and the person's name placed in the correct position on the register.

613 Examination Records

The Personnel Director shall be responsible for the proper maintenance of all records pertaining to the examination program. Examination records of appointees shall be kept permanently. Other records shall be kept for two years.

614 Notice of Applicants of Test Results

Each applicant passing all parts of the examination shall be notified as soon as the rating of the examination has been completed and the register established.

615 Failure and Re-Taking of Examination

An applicant who fails the examination shall be notified of his failure. He may inspect his examination papers within thirty days of the mailing of examination results. Any person who takes an examination or reviews an examination may not re-take that test for sixty days, after such examination or review.

700 REGISTERS

The Personnel Director shall establish and maintain the registers necessary to provide an adequate supply of qualified candidates for positions in the agencies.

701 Compiling Registers

After each examination process, the Director shall prepare records of persons with passing grades. The names of such persons shall be placed on the register in the order of their final rating, starting with the highest.

702 Compiling Registers in Absence of Appropriate Registers

If a vacancy exists in a class of positions for which there is no appropriate register, and provided that an announcement has been made and opportunity given for applicants to take the examination, the Personnel Director, may prepare an appropriate register for the class from one or more existing registers. The Director shall select registers from classes for which the minimum requirements are similar to or higher than those required for the class in which the vacancy exists. The Director may, if necessary, re-rate training and experience on the basis of the minimum qualifications required for the class in which the vacancy exists.

703 Duration of Registers

When a register is established for a class of positions for which a register is already in existence, the existing registers may be cancelled or merged with the new register, at the discretion of the Personnel Director. If the name of any individual appears on both the old and new registers, and the registers are merged, his standing on the new register shall be determined by his score on the more recent examination. Names of other applicants passing subsequent examinations may be merged with the existing register.

The life of a register shall normally be one year from the date of its establishment; however, it shall remain in effect until exhausted, replaced by a new register, or abolished. If a register is exhausted, replaced or abolished, the Personnel Director shall make public notice to that effect. The one-year life of the register may be reduced or extended by the Personnel Director with the approval of the County Council.

704 Adequacy of Registers

An agency shall notify the Personnel Director as far in advance as possible of vacancies which may occur in the agency. The Director shall be responsible for determining the adequacy of existing register for all positions in the agencies exclusive of unclassified or exempt positions.

705 Removal of Names from the Register

The Personnel Director may remove names from registers permanently or temporarily for any of the following reasons:

1. On receipt of a statement from the eligible that he no longer wishes to be considered for appointment.

2. If an eligible is appointed by certification from the register to fill a permanent position.

3. If the eligible is appointed to fill a permanent position at the same or higher salary from a different register. Such person may request that his name be restored to any register from which it was removed, other than the register from which he was appointed, by submitting a request in writing to the Personnel Director.

4. If eligible does not respond within five days from the date of mailing to a written inquiry from the Appointing Authority or the Personnel Director relative to availability for appointment.

5. If an eligible declines an appointment under conditions which the eligible previously indicated he would accept.

6. Failure to report for duty within the time specified by the Appointing Authority.

7. Failure to maintain a record of his correct address with the Personnel Department. The return of a letter by the postal authorities shall be deemed sufficient grounds for removal of the name from the eligible list.

8. If eligible's name appears on a register which is abolished.

706 Restoration to Register

All persons whose names are removed from the register shall be notified in writing. An eligible whose name is removed from the register may make written request to the Personnel Director for the restoration of his name to the register for the duration of the register, stating the reasons for his conduct which resulted in removal and the reasons for restoration. The Personnel Director, after full consideration, may restore the name or refuse the request. If the Director refuses to restore the eligible's name, the eligible may appeal to the Personnel Advisory Board.

800 CERTIFICATION

801 Requisition by Agency

If a vacancy occurs in any position in an agency or if new positions are established and new employees are needed, a requisition shall be submitted as far in advance of the desired appointment date as possible by the agency to the Personnel Director on the prescribed form. This form shall state the number of positions to be filled in the class, identifying the location of the positions, and giving any other pertinent information.

802 Certification by Personnel Director

Upon receipt of the requisition, the Personnel Director shall certify and submit in writing to the Appointing Authority the names of available persons. Each agency shall be furnished a copy of the complete application of each person whose name appears on a certificate of eligibles.

If one position is involved, the five highest-ranking names available from the register established as a result of competitive examination for that class of position shall be certified, plus any additional names whose score is the same as the fifth person certified. If a corresponding promotional register exists, the five highest available names on that register shall also be submitted. If any of the persons certified are not available, additional names shall be certified until the correct number of persons available for appointment have been certified.

803 Multiple Vacancies

In the case of multiple vacancies, the Personnel Director shall certify a minimum of five names. Additional names will be certified as determined appropriate by the Personnel Director. Appointments from multiple vacancy certificates are made in accordance with the provisions of Section 802.

804 Availability of Eligibles

It shall be the responsibility of eligibles to notify the Personnel Director in writing of any change in address or availability for employment. An eligible may submit a written statement at any time restricting the conditions under which he will be available or the locations where he will be available, and he may change his availability statement at any time by notifying the Personnel Director in writing.

An eligible shall be considered as not available for certification if he has previously declined an offer of appointment to a position at the same salary in the same locale unless he has indicated that he wishes to be considered for other similar positions.

805 Omission After Three Considerations

If an Appointing Authority considers an eligible available for appointment in connection with three different appointments and does not select that eligible, the Appointing Authority may, if he so desires, submit written notification to the Personnel Director that the name of the eligible should not be certified again to that agency.

806 Selective Certification

When certification of eligibles with special experience or training is requested in writing by the Appointing Authority, and such experience or training is part of the job specification and has been announced, the Director will certify only the highest ranking eligibles who possess the special qualifications requested.

900 APPOINTMENTS

All vacancies in part-time or full-time positions shall be filled as provided by the Career Service Rules. No appointment to a position, other than an emergency appointment, shall be made without prior authorization of the Personnel Director. All appointments shall be made at the minimum salary for a position as provided in the County compensation plan, unless otherwise provided in these Rules. No appointment shall be made to any position which has not been classified in accordance with the Merit Rules. All appointments except emergency and provisional appointments shall be made from the appropriate register.

901 Probationary Appointments

Probationary appointments shall be made from the five highest available names on the certificate. Before making an appointment, the Appointing Authority may, if he so chooses, examine applications, reports of investigation, and he may hold interviews. The Appointing Authority shall make the final decision concerning the appointment and shall report his choice to the Personnel Director on the correct form.

902 Probationary Appointment Declined

If an eligible is selected for a probationary appointment and declines to accept, the Appointing Authority shall submit evidence of this to the Personnel Director.

903 Failure to Report for Probationary Appointment

If an eligible accepts an appointment and fails to report for duty on the designated day, without giving sufficient reason to the agency, it shall be grounds for removing his name from the register.

904 Temporary Appointments

If an employee is needed for a temporary period by an agency, a certification shall be made by the Personnel Director of those eligibles in the order of their ranking on the register, who have indicated willingness to accept temporary employment. The temporary appointment may be terminated when services are no longer needed, but a temporary appointment shall not continue for more than six months in any twelve-month period, regardless of whether work is full or part-time unless, for good and sufficient reasons, approval of an extension of such appointment is made by the County Council.

905 Provisional Appointments

If there are fewer than three persons available for appointment on a given register, the Appointing Authority may submit the name or names of persons to fill the position or positions pending examination and the establishment of an adequate register. If the person's qualifications are certified by the Personnel Director as meeting the minimum requirements for the position, such person may be provisionally appointed to fill the existing vacancy until an adequate register is established and appointment made. No provisional appointment shall be made until the position has been classified and minimum requirements set. No provisional appointment shall be continued for more than thirty days after an adequate register has been established, nor continued for more than six months from the date of appointment. No provisional appointee shall have any right of appeal or right of position, transfer, or reinstatement. Provisional service immediately prior to appointment shall be credited toward the probationary period.

906 Emergency Appointments

When an agency and the Personnel Director determine that an emergency exists, the Appointing Authority may appoint an employee on a full or part-time basis to provide for the maintenance of essential services, for a period not to exceed sixty working days, without regard to the employee's training and experience. Emergency appointees shall not have the right of appeal, transfer, or reinstatement, nor shall they be entitled to annual or sick leave.

907 Intermittent Appointments

When an agency requires the services of a person for intermittent periods, the Appointing Authority may select a person who has been a permanent employee of the agency. This employee may be appointed to a vacancy in the same or a lower class, but not in a higher class. Intermittent appointments shall continue no longer than six months during any twelve-month period.

908 Permanent Appointments

When an employee has completed a period of six months' satisfactory service on a probationary appointment, he shall be given permanent status.

An employee who has been given a permanent appointment shall be entitled to all rights and benefits that accrue to Career Employees in the Career Service.

909 Trainee Appointments

When qualified applicants are not available, a position may be filled on a trainee basis by a person who does not meet the minimum training and experience requirements. Such trainee appointments shall not exceed twelve months. Upon satisfactory completion of the trainee program, the employee, if he then meets the established minimum qualifications for the class, shall be given a probationary appointment to the position. An employee shall not attain permanent status while serving on a trainee appointment, nor shall he have the right of appeal.

Compensation will normally be at an appropriate salary less than the minimum of the class. Trainee appointments will be made on a competitive basis, similar to other positions subject to these rules.

910 Federal Programs Participants

Participants in federally funded programs shall be considered temporary appointments. The provisions of the Federal Grant shall override register requirements and time limitations. Compensation shall be governed by the grant guidelines; however, every attempt will be made to develop these programs into existing classifications.

1000 PERSONNEL POLICIES

1001 Probationary Period

The probationary period shall be six months. Probationary appointments of full or part-time employees shall be handled in the same manner. An employee may be terminated at any time while on a probationary appointment without the right of appeal, except in a case involving alleged discrimination, in which case an appeal will be heard. A probationary employee shall earn annual and sick leave as provided in these Rules. A probationary employee shall not be eligible for promotion until he attains permanent status. If the Appointing Authority has determined that the employee's services have been unsatisfactory during the probationary period, he shall notify the employee before the end of the probationary period. Unsatisfactory employees will be notified in writing a reasonable time in advance of completion of their probationary period, informing the employee of his deficiencies and giving him an opportunity to improve his performance prior to the end of the probationary period.

1002 Promotions

As far as practicable, a vacancy shall be filled by promotion of a qualified permanent employee based upon individual performance as evidenced by service ratings, length of serrvice, and capacity for the new position.

A permanent employee who is a candidate for promotion must be certified by the Personnel Director to possess the qualifications for the position as set forth in the specification.

1003 Promotional Examination

If the Appointing Authority chooses to fill a vacancy by a promotional competitive examination, such examination shall be given under the supervision of the Personnel Director and shall be limited to permanent employees of the County.

1004 Promotional Register

Each employee who receives a passing grade on a competitive promotional register shall be placed on a promotional register for the class of position in the order of examination rating.

1005 Transfers

A transfer of an employee from a position in one subdivision of an agency to a position of the same class in another subdivision of the same agency may be made at any time by the Appointing Authority. Such a transfer may be made simultaneously with a promotion, demotion, or lateral change in job classification.

In the transfer of a permanent employee from one class to a similar class where there is a distinguishable difference in the specification, the transferred employee may be examined in relation to the required minimum qualifications of education, training, and knowledge, prior to the effective date of the transfer.

1006 Reassignments

An employee, at the discretion of the agency head, may be reassigned from one position to another in the same class. The employee shall retain the same status in the new position that he has in the previous position if the reassignment is within the same class. An employee who is reassigned from one position to another shall have the right to appeal.

1007 Special Duty

Upon approval of the agency head, an employee who has attained permanent status in a class may be temporarily assigned to special duty in the same or a different agency upon request and approval, without any loss of rights to the position which he was holding prior to the assignment to special duty. Such appointment shall not normally exceed six months. An employee shall not obtain permanent status in the position in which he is serving on special duty assignment.

1008 Separations, Demotions, and Suspensions

The tenure of office of every permanent employee shall be during good behavior and the satisfactory performance of his duties. This provision shall not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work, when made in accordance with these Rules.

The following to be examples of are declared to be cause for suspension, demotion, or discharge of any employee in the classified service.

1. Insubordination
2. Inefficiency
3. Intoxication
4. Inability to perform duties of position
5. Willful violation of Career Service Rule
6. Conduct unbecoming a public employee
7. Conviction of a crime involving moral turpitude
8. Absence from work without proper notification or authorization

1009 Demotion

An Appointing Authority may demote a permanent employee for violation of Section 1008 of these rules. A written statement setting forth the specific cause for which the employee was demoted shall be sent to the employee at the time of such demotion by the Personnel Director. Such employee shall meet the requirements for the position to which he is demoted. Except as provided by a reduction in staff, a demotion should not be made if any permanent employee in the lower class of position would be laid off by reason of such action. If a permanent employee wishes to be demoted to a position in a lower class, the Appointing Authority may make such a demotion if the employee meets the current requirements for the position. Request for demotion should be submitted in writing to the Appointing Authority.

1010 Suspension

An Appointing Authority may suspend without pay any permanent employee for such length of time as he considers appropriate, not to exceed sixty days in any twelve month period. An employee may be suspended for violation of Section 1008 of these rules. In case of suspension, a written statement setting forth the specific cause shall be sent to the employee by the Personnel Director.

1011 Dismissal

The Appointing Authority may dismiss any permanent employee for any of the reasons set forth in Section 1008 of these Rules. A written statement setting forth specific cause for dismissal shall be sent to the employee ten days prior to dismissal and a copy filed with the Personnel Director.

1012 Resignation

To resign in good standing, an employee must give the Appointing Authority at least fourteen (14) calendar days prior notice unless the Appointing Authority agrees to permit a shorter period. A written resignation should be supplied by the employee to the Appointing Authority.

1013 Reduction In Staff

An agency may lay off an employee when it deems it necessary because of shortage of funds or work, or a material change in duties or organization. Termination by reduction in staff shall be accomplished in a systematic manner, with equity for the rights of employees, and shall not be allowed as a subterfuge to abrogate an employee's right of appeal if the reduction termination is in fact a dismissal. The agency rule shall contain the following provisions and others as the County Council may prescribe by resolution when experience dictates that further control is necessary.

1. Reduction shall be by class of position.

2. Reduction may be by organizational unit of an agency or agency-wide, provided such choice is determined and reported to the County Council before reduction is made.

3. The order of reduction shall be by type of appointment as follows:

   a. Emergency
   b. Provisional
   c. Temporary
   d. Intermittent
   e. Trainee
   f. Probationary
   g. Permanent

4. Each employee laid off due to reduction in staff shall be notified in writing and given the reasons for the lay-off, at least fourteen (14) days prior to the effective date of the lay-off.

5. Permanent employee layoffs shall be made in inverse order according to the employees' combined total of points derived from length of service credits and service review credits. Copies of the computation of the length of service credits and service review credits shall be furnished to the employees and to the County Council.

6. When two or more employees have the same combined total of retentiion points, order of termination shall be determined by giving preference for retention in the following sequence:

   a. Greatest length of service credits
   b. Highest service review credits
   c. Highest score on Merit System examination

7. The reduction in staff formula approved by the County Council shall be posted at least fourteen (14) days prior to reduction in staff.

8. No service reviews which were made less than three months prior to the reduction in staff shall be used in determining service review retention points.

9. An employee who is notified that he will be laid off may appeal in writing to the Personnel Advisory Board within seven days after he receives such notification.

10. If an agency does not have an approved formula at the time of reduction in staff, the following shall be effective in addition to other parts of this section.

    a. Service review credit points shall be granted to all employees based on their most recent performance evaluation prior to the announcement of the reduction in staff.

    b. For each year of continuous service, all employees shall be granted one length of service credit point. For any year in which the employee has not served a full year, credit shall be granted as to that portion of the year served in relation to the total for a full year. Any period of service less than a full month shall be counted as a full month. For the purpose of computing length of service credits, the agency shall include all continuous periods of employment between the date of original classified appointment and the date of layoff because of a reduction in force. Part-time employment shall receive pro-rated service credit.

    c. Reduction in staff retention points shall be the total of the length of service credit points and the service review credit points.

11. Any employee who elects a voluntary demotion or to occupy a position he formerly held, in lieu of layoff, shall be considered for promotion or reinstatement to the class of position he formerly held provided he meets the qualifications for the position, before any other person may be promoted to, or a new employee hired for such position. Any employee who is laid off shall be considered for the position from which he was terminated,

provided he meets the qualifications for the position, before a new employee may be hired for that position, if such openings become available within one year of the date of layoff. Any employee laid off shall, upon re-employment, be credited with his retention points at the time of layoff.

12. Any employee laid off under the provisions listed herein under Reduction in Staff shall be given consideration for employment, provided he meets the qualifications when appointments are made to the class of position affected by the reduction in staff or to other positions within the agency within one year of the date of his removal.

1014 Abolishment of Class of Position

When economy, consolidation or abolition of functions cause a class of positions to be abolished, any permanent incumbent in the class shall be considered for re-employment if the position is re-established within one year of its abolishment, provided the incumbent is available and meets the minimum requirements of that class of position. A permanent employee in a class of position which is to be abolished may in lieu of layoff, elect voluntary demotion or transfer to another avilable position at the same salary level.

1015 Reinstatement

Within two years of the date of separation from the Career Service, an employee who was separated in good standing and who meets the current minimum requirements for the class may request that his name be reinstated to the register from which his most recent appointment was made and to any lower registers on which his name appeared at the time of his appointment.

1016 Reinstatement to a Different Class

Any employee who held permanent status and who separated in good standing may be reinstated to a position in any class for which he meets the minimum requirements.

1017 Reinstatement After Two Years

An employee shall be eligible for reinstatement for a period not to exceed two years from his separation. Re-employment after two years shall be made as an original appointment. Reinstatement shall be with permanent status unless the agency, at its discretion, requires a probationary period. Reinstatement under the provisions of this section may be made to any agency in the County. The Personnel Director may require an employee who has been separated for over two years to take a qualifying non-competitive examination prior to reinstatement as a permanent employee.

1018 Appeals

1. Appeal from examination rejection

Any person whose application for admission to an examination has been rejected by the Personnel Director may appeal in writing to the Personnel Advisory Board at least forty-eight hours prior to the announced time for the examination. The Board's decision shall be final. Applicants shall be admitted to the examination pending consideration of written appeal.

2. Appeal for review of rating

Any applicant, after taking an examination, may appeal to the Personnel Advisory Board for review of his rating in any part of the examination. Such appeal must be filed in writing within thirty days of the date on which notification of examination results were mailed to the applicant. A rating in any part of an examination may be changed if it is found that an error has been made. The Board's decision with regard to a change of rating shall be final and shall be entered in its minutes. A correction or change shall not affect a certification or appointment which may already have been made from the register.

3. Appeal from removal from register

An eligible whose name has been removed from a register may appeal to the Personnel Advisory Board for reconsideration. Such appeal must be filed within thirty days of the date on which notification of removal was mailed to the applicant. The Personnel Director shall provide the Board with the information concerning the removal and the Board's decision shall be final.

4. Appeal from discrimination

Any applicant or employee who has reasons to believe that he has been discriminated against in any personnel action because of religious or political affiliations, race, national origin, sex, age, or physical disability may appeal to the Personnel Advisory Board. The applicant and the person responsible for the alleged discriminatory action shall have the right to be heard and to present evidence. If the Board finds that there was discrimination based on the above nonmerit factors which are not found to constitute a bona fide occupational qualification necessary to proper and efficient administration, it shall order the responsible agency to take appropriate corrective action. The Board's decision shall be final.

5. Appeal from dismissal, demotion, or suspension

Any permanent employee who is dismissed, demoted or suspended may appeal the adverse personnel action through use of the following appeals procedures:

Step 1 - Employee may appeal in writing to the agency head within ten days after effective date of action taken. The agency head shall provide a hearing for the appeal within five workdays and render a written decision within five workdays of the hearing.

Step 2 - If the employee is dissatisfied with the decision of the agency head, he may appeal in writing within five workdays to the Personnel Director. The Personnel Director shall provide a hearing for the appeal within five workdays and render a written decision within five workdays of the hearing.

Step 3 - If the employee is dissatisfied with the decision of the Personnel Director, he may appeal in writing within five workdays to the Personnel Advisory Board. Within five workdays of receipt of the appeal, the Board shall serve the employee and the agency with written notice of the hearing date, which shall be no later than thirty days from the receipt of the written appeal. After hearing and consideration of the facts, the Board shall within ten workdays after said hearings, prepare its findings in written form and shall notify the employee and the agency of its decision. Decisions by the Personnel Advisory Board shall be final, except for an employee of General County Government who may appeal such decisions to the County Council in writing, within firteen (15) days.

1100 GENERAL CAREER SERVICE REGULATIONS

1101 Employment of Relatives

No person shall be appointed to a position over which a member of his immediate family, as a County employee, has direct supervisory authority.

1102 Cooperation Between Merit Systems

In the interest of proper and efficient administration, to facilitate Career Service employment service mobility and maximum utilization of available manpower, the following will be applicable:

A. Cooperative interjurisdictional recruiting, examining, certifying and training.

B. Adding to registers of eligible applicants with eligibility on comparable examinations.

C. Appointing employees on the basis of their permanent status from other jurisdictions.

D. Maximum protection of retirement rights and benefits when allowable.

1103 Extension of the Career Service

A. AGENCIES - The Career Service may, with approval of the County Council, be extended to include an agency, department, institution or subdivision thereof that has not been previously covered as follows:

1. By new or revised federal legislation requiring a Merit System for programs within that agency, department, institution, or subdivision thereof.

2. By County Council resolution or State legislation extending coverage to County agencies and institutions.

3. By option of an agency, department, or institution.

a. An agency, department or institution that is required to have only part of its organization covered by the Merit System may request to have the entire agency covered.

b. An agency, department, or institution that is not required to be covered by the Merit System may be covered by specific request of the agency and approval of the County Council.

B. EMPLOYEES - In order to acquire the protection, rights, and privileges as provided by the Career Service, an employee of an agency to which Merit System coverage is extended for the first time must obtain Merit System status. Career Service status is obtained by such employees in the following manner:

1. Employees with three months service or more must:

   a. Be recommended for retention by the Appointing Authority on the basis that the employee has satisfactorily performed the duties of the position occupied for a period of not less than three months prior to the effective date of Career Service coverage to the agency.

   b. Meet the minimum requirements of the position occupied.

   c. Pass the appropriate qualifying examination for the position occupied.

2. Employees with less than three months service prior to the effective date of the extension of Career Service coverage must compete for the position presently occupied through appropriate examination on an open-competitive basis.

3. Failure of qualifying examination:

   If an employee with three months service or more does not achieve a passing score on the appropriate examination for the position occupied or elects not to take the examination, he may, at the discretion of the Appointing Authority:

   a. Be retained in his present position without acquiring the rights and privileges of Career Service status until such time as he can qualify.

   b. Be transferred to a position for which he can qualify through appropriate examination.

   c. Be separated.

4. If an employee with less than three months' service does not qualify for the position occupied on an open-competitive basis, he may, at the discretion of the Appointing Authority:

   a. Be retained in his present position without acquiring the rights and privileges of Career Service status until such time as he can qualify.

   b. Be transferred to a position for which he can qualify through appropriate examination on an open-competitive basis.

   c. Be separated.

C. Any employee who fails to qualify or receive an open-competitive appointment and is retained by the agency is subject to the provisions of the Rule even though the rights and privileges of Career Service status are not acquired.

NOTE: Position occupied means the position occupied by the employee at the time Career Service coverage was extended to the agency.

Appropriate examination means the same examination given to all employees occupying positions of the same classification.

1200 ATTENDANCE AND LEAVE

All agencies shall be open for business eight hours per day, Monday through Friday, except for County holidays.

1201 Full-time Employees

All full-time employees shall be required to work forty hours per week.

1202 Permanent Part-Time Employees

Permanent part-time employees shall be required to work twenty-four hours (the equivalent of three days) per week, and shall be paid at 3/5 the usual rate for full-time employees.

1203 Hourly Part-Time Employees

Employees who work less than three days per week shall be employed on an hourly basis and are credited only with those hours actually worked. Part-time hourly employees are not entitled to pay for holidays and non-work days which fall in the month. An agreeable schedule for such hourly employees may be worked out by the employee and his supervisor.

1204 Holidays

The following holidays will be observed by the County agencies. Offices may be closed on the days listed without further notice. Any other holidays proclaimed by the County Judge will be observed.

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas (2 Days)	December 25, plus 1 day

If a holiday falls on Saturday or Sunday, employees shall take the following Monday in lieu of the holiday.

When December 25 falls on:	Following are holidays:
- Sunday, Monday, or Tuesday	Monday and Tuesday
- Wednesday	Tuesday and Wednesday
- Thursday, Friday, or Saturday	Thursday and Friday

1205 Leave

All absences from work on scheduled work days are to be charged against the appropriate type of leave in accordance with the leave policies prescribed herein.

1206 Annual Leave

Annual leave is granted as vacation leave or to transact personal business during working hours with full pay to full and part-time permanent, probationary, provisional, temporary, intermittent, and exempt employees. Annual leave shall be earned by employees at a rate of ten (10) work days each year during the first ten (10) years of continuous service, not to exceed two (2) calendar weeks. Beginning with the eleventh (11th) year of continuous service, and each year of continuous service thereafter, annual leave shall be earned at fifteen (15) work days each year, not to exceed three (3) calendar weeks. Annual leave shall not be accumulated in excess of thirty (30) days, nor taken in blocks of more than ten (10) work days.

207 Payment for Annual Leave on Termination

A permanent or probationary employee who has resigned or been laid off shall receive pay for all accrued annual leave. All such leave must be approved by the designated authority within the agency who shall determine from the permanent personnel records of the employee the amount of annual leave which has accumulated to his credit. An employee who is dismissed or discharged may be denied all or any part of his annual leave payment on termination, if circumstances so warrant. Salary for accrued annual leave shall be paid to the designated beneficiary or estate of a deceased employee.

1208 Sick Leave

Sick leave with pay shall be granted to full-time employees at the rate of nine (9) work days for each year of service. All full-time County employees will accrue sick leave at the rate of three (3) hours per bi-monthly pay period. Intermittent, provisional, temporary and probationary employees shall be eligible for the same sick leave benefits; however, such benefits shall be computed on the basis of hours of employment. Sick leave shall not be cumulative for more than 120 work days. Sick leave with pay shall not be granted to emergency or per diem employees.

Sick leave shall be granted for the following reasons:

1. Personal illness or injury of the employee. A doctor's certificate may be required for an illness involving more than three days absence from work.

2. In case of serious illness in the immediate family, up to five days of sick leave may be taken. Immediate family in this case shall include husband or wife, children, and parents. A doctor's statement may be required.

3. In case of death in the immediate family, up to three days sick leave may be taken. Immediate family in this case shall include husband or wife, children, parents, foster parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

4. Maternity related illnesses or temporary disabilities.

1209 Approval of Sick Leave

Sick leave must be applied for an approved by the Personnel Director. An employee who is unable to report to work due to illness shall notify or have someone notify his supervisor by telephone promptly at the time he is expected to report to work.

1210 Reinstatement of Sick Leave

When a reinstated employee returns to service within a year, his previous unused sick leave may be restored to his credit.

1211 Court Leave

A permanent, probationary, provisional, or temporary employee may be granted leave of absence with pay if subpoenaed by a court or requested to serve on a jury. The compensation or fee he receives as a witness or juror shall be reported to the County and deducted from his regular compensation.

1212 Maternity Leave

A permanent employee in a full time position may be granted a leave of absence without pay for maternity leave for a period not to exceed six months. The employer reserves the right to require thirty (30) days written notice from the employee before her return to work and has the option to place the employee in another job position of equal step and classification. All accrued annual leave and sick leave may be used for maternity related disabilities at the option of the employee.

Maternity leave may be granted any time after the fifth month of pregnancy upon request of the employee or when the employee's physician is of the opinion that continued employment would be detrimental to the patient. An employee who wishes to work longer than the fifth month must at the end of the fifth month and every month thereafter submit a statement from her physician stating that continued employment should not be dangerous to her health. A doctor's certificate must be submitted verifying that the patient is able to return to work before she will be allowed to return from maternity leave.

1213 Leave Without Pay

A permanent employee, or, in usual circumstances a probationary employee, may request leave without pay for extension of vacation, sick leave, or special situations. These requests shall be evaluated by the employee's supervisor and approved by the Personnel Director.

Leave without pay shall not be granted until all of the employee's annual leave has been exhausted, or, if leave without pay is requested because of illness, until all of the employee's sick and annual leave have been exhausted.

1214 Return From Leave Without Pay

A person on leave without pay shall be reinstated to the same position or class of position upon his return, unless the position is no longer available, due to reduction in staff. Failure of an employee to report promptly at the end of his leave without pay period without advance notice and adequate reason shall be a cause for dismissal.

1215 Enforced Leave Without Pay

An employee who is absent from work without sufficient annual or sick leave to cover such absence will be recorded as on leave without pay and will not be paid for the days he is absent.

1216 Military Leave

An employee who is a member of the National Guard or of any Reserve of the U. S. Army, Navy, or Marine Corps, shall be entitled to leave of absence from his duties without loss of pay, time, annual leave, or sick leave, and without effect on his service rating, on all days on which he is ordered on military duty or training not to exceed fifteen calendar days per year. An employee shall submit a completed certificate of military leave prior to the granting of military leave.

Military leave must be applied for and approved by the designated agency authority.

1217 Compensatory Leave

Compensatory time is granted to employees who have worked in intervals of fifteen minutes or more over the regular working hours. Each agency supervisor is to record all compensatory time earned by his staff at the time which it is earned.

Requests for compensatory leave time must be submitted in writing on a standard request leave form for approval by the agency head prior to the time requested. Dates and compensatory time earned should be indicated on the request.

Compensatory time shall be granted at the discretion of the agency head. An employee may not be granted time away from his duties and permitted to make it up at a later date.

No compensatory time in excess of one day shall be taken at a time.

1218 Administrative Leave

An Agency head may grant administrative leave to an employee not to exceed three (3) days in a fiscal year to be used for unusual occurrences.

1219 Retirement

Employees under this Personnel Policy are covered by a pension plan authorized by Chapter 557 of the Private Acts of Tennessee, 1939 as amended.

Subject to the conditions and qualifications thereunder and hereinafter specified, an employee of the County who attains sixty-five (65) years of age shall be retired:

Provided; however, at the request of the Head of the Department, Division, Office, or Agency of the County in which such employee works, the employee may continue to work until the last day of the fiscal year during which he attains age sixty-five (65).

And provided further that at the request of the Head of the Department, Division, Office, or Agency of the County in which such employee works and with approval by the Personnel Director, such service may be extended year-by-year following the same procedure each year, until such employee attains age seventy (70). In the event such extension is granted, but not renewed, such employee shall be retired at the end of the last yearly extension period, which shall occur on such employee's birthdate anniversary following the date of the last yearly extension.

1300 SEVERABILITY CLAUSE

If any section, sentence, clause or phrase of these Rules and Regulations shall be held, for any reason, to be inoperative or unconstitutional, void or invalid, the validity of the remaining portion of these Rules and Regulations shall not be affected thereby, it being the intention of the County Council in adopting these Rules and Regulations that no portion thereof, or provision herein, shall become inoperative or fail by reason of the unconstitutionality or invalidity of any portion or provision, and the County Council does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

1400 AMENDMENTS PROVISION

If and when it appears desirable in the interest of good administration the County Council with advice and recommendations from appropriate sources, may make amendments to this Rule.

DISCUSSION OF COURTHOUSE RENOVATION PLAN -

Rufus Holt said that other departments in the Court House had seen a presentation on the Court House remodeling on May 3, and 4. He said that he had talked with many individuals concerning the plans. Mr. Holt said that there were a few minor changes that needed to be made on the third floor, and with these changes all the departments agreed in concept with the plans. He said that the details needed to be worked out but the concept was agreed upon.

Mr. Holt said that the Council at the last meeting had asked him to work out a priority schedule which he did, based on two things: 1. Need (who needs the space worse) 2. Orderly rearrangement. Mr. Holt said that the basic plan remains the same as before. All the Circuit Court functions are to be on the top floor. Mr. Holt said that there are some minor objections. Mr. Holt said that Mr. Nobles has objected to the taking of his private coffee room. Mr. Holt gave the Councilmen copies of the changed plan with costs.

Mr. Knowles offered to reproduce copies for the press. Judge Moore said that the press could share the few other available copies. Mr. Holt offered to show anyone interested the large scale plan.

Councilman Fuller suggested that since the next Council meeting was next Wednesday no action be taken today so that the Councilmen will have the opportunity to study the plan.

Judge Moore said that he thought it was agreed on except for one thing and asked Mr. Holt if any of the other elected officials were not in agreement with the plan. Mr. Holt said he knew of no others and thought they seemed to be very happy and pleased.

Judge Moore suggested that they today adopt the concept subject to an attempt to work out something with Mr. Nobles.

Councilman Fuller said that he did not think time was of that much essence, that that was a lot of money which they don't have anyway.

Mr. Bill Nobles, Hamilton County trustee, asked how much money it was.

Mr. Holt stated $993,000.

Mr. Nobles said that he had a great respect for Rufus (Holt), that he was a great architect. He stated that he was the only one in the Courthouse not asking for more space. Mr. Nobles said that the room in question is a small alcove which they use to serve the 5,000 senior citizens who come to the Courthouse concerning the tax rebate. He said that this is the only space his office has available to serve them and they do use the space. Mr. Nobles said that he takes great pride in the morale in his office and that he is proud of his staff and that they are all upset about the possibility of losing this space. He hoped that Mr Holt and the Council could work something out to put these stairs in a different place.

Councilman Ricketts asked if these were the stairs listed in the costs that were to cost $128,000.

Mr. Holt said that he understands Mr. Nobles' position. He explained that the reason he had placed the stairs there was because according to the fire code the Courthouse needs two fire towers and there has to be one in that area. He stated that the stair could go on the other side of the hall but this would be an additional expense because there are two toilets there that would have to be changed. The estimated cost of relocating these two toilets would be $3,500. Mr. Holt said that since the whole plan is actually 5600 square feet short of the space they would all like to have, he had hoped that everyone would agree to a central coffee room.

Councilman Mayfield asked who would use these stairs. Mr. Holt explained that such a fire tower at each end of the building is necessary to comply with the code. Councilman Fuller asked if the Courthouse is now in violation of the code. Judge Moore said that it had been for years in violation.

Mr. Nobles stated that if there was anything we needed for the public it was new toilets. He said that if the Council would approve he would pay for the toilets. Councilman Fuller asked if he meant personally, to let the record show that Mr. Nobles had said this (facetiously).

Mr. Nobles said that he would take the money out of the fees. Judge Moore said to let the record show that these funds cannot be used for such a purpose (also facetiously). Mr. Nobles said that that is only the Judge's personal opinion (facetiously) but that he seriously would appreciate the concern of the Council on this matter. He said that it was upsetting to his staff and he was objecting.

Mr Holt was asked if it would be possible to change these stairs and he said that they could be relocated at a cost of $3,500.

Councilman Ricketts asked Mr. Holt if it would be all right with him to wait until next week to vote on the plan and Mr. Holt said it would not matter.

Judge Moore said if there were no objections they would wait until next week to vote on the renovation plans.

County Court Clerk Knowles said that he wanted to publicly thank the County Council for the action taken at the last meeting allowing his Motor Vehicle Division to move to room 1 and also to commend the County maintenance department for their skillful work. Mr. Knowles said that within 10 days after Councilman Fuller made the motion his office had moved into the room. Mr. Knowles said that they were very well pleased with it and thought that his office would be able to better serve the public. Mr. Knowles said that he wanted to especially thank Judge Moore for one problem that he had helped with. Mr. Knowles told the Council that he and his office were most appreciative to them.

Judge Moore thanked Mr. Knowles for his remarks and told him that ordinarily they did not hear anyone thanking them, usually they just hear fussing at them.

Mr. Nobles said that he would like to thank them in advance.

* * * * *

MAY TERM 1976

SELMON T. FRANKLIN
ASSOCIATES
ARCHITECTS, INC.

142 NORTH MARKET STREET
CHATTANOOGA, TENNESSEE

HAMILTON COUNTY COURTHOUSE

RENOVATION

REPORT TO

HAMILTON COUNTY COUNCIL

MAY 12, 1976

SELMON T. FRANKLIN ASSOCIATES,
ARCHITECTS, INC.
142 NORTH MARKET STREET
CHATTANOOGA, TENNESSEE 37405

THE HAMILTON COUNTY COUNCIL WAS BRIEFED ON APRIL 21, 1976 BY SELMON T. FRANKLIN ASSOCIATES, ARCHITECTS, INC. AND RICHARD MUTHER & ASSOCIATES, INC., CONSULTING PLANNER. ON THE RENOVATION PLAN FOR THE COURTHOUSE.

PRESENTATION MEETINGS WERE HELD ON MAY 3 AND MAY 4 ON THE PROPOSED RENOVATION. REPRESENTATIVES OF ALL COURTHOUSE FUNCTIONS WERE PRESENT AT THESE MEETINGS AND SUGGESTED MINOR CHANGES.

THE ALTERED BASIC PLAN PRESENTED IN THIS REPORT HAS BEEN APPROVED BY ALL DEPARTMENTS AS TO CONCEPT AND FUNCTION.

A PROPOSED PRIORITY RENOVATION SCHEDULE WITH ESTIMATED COST IS ATTACHED CONSIDERING TWO FACTORS:

1. NEED
2. ORDERLY FUNCTION REARRANGEMENT

THE COST ESTIMATE IS BASED ON WORK TO BE ACCOMPLISHED BY COUNTY PERSONNEL WITH MINIMUM CONTRACTS TO BE BID AND AWARDED TO SUB-CONTRACTORS.

PROPOSED RENOVATION SCHEDULE

FUNCTION

1. COUNTY COUR CLERK
2. LAW LIBRARY TEMP
3. RESTROOMS/INC. PLUMBING FIXTURES
4. CENTRAL HEAT-A/C
5. REGISTRAR
6. CIRCUIT COURT CLERK
7. CIRCUIT COURT I/III
8. CHANCERY COURT II
9. COUNTY EXECUTIVE
10. ELEVATOR
11. STAIRS
12. CIRCUIT COURT II/IV
13. ASSESSOR PROP (MAP)
14. COUNTY JUDGE
15. COUNTY EXECUTIVES
16. CLERK AND MASTER/BACK TAX
17. JURY WAITING
18. ASSESSOR PROP
19. AUDIT
20. LAW LIBRARY
21. CHANCERY I
22. REGISTRAR (GROUND)
23. SESSION COURT CLERK
24. EMPLOYEE LOUNGE/VENDING/RESTROOMS
25. SESSION JUDGES
26. CORRIDOR

ESTIMATED COST

$ 7,000.00
250.00
100,850.00
120,000.00
25,575.00
37,125.00
85,260.00
25,000.00
25,575.00
65,000.00
128,800.00
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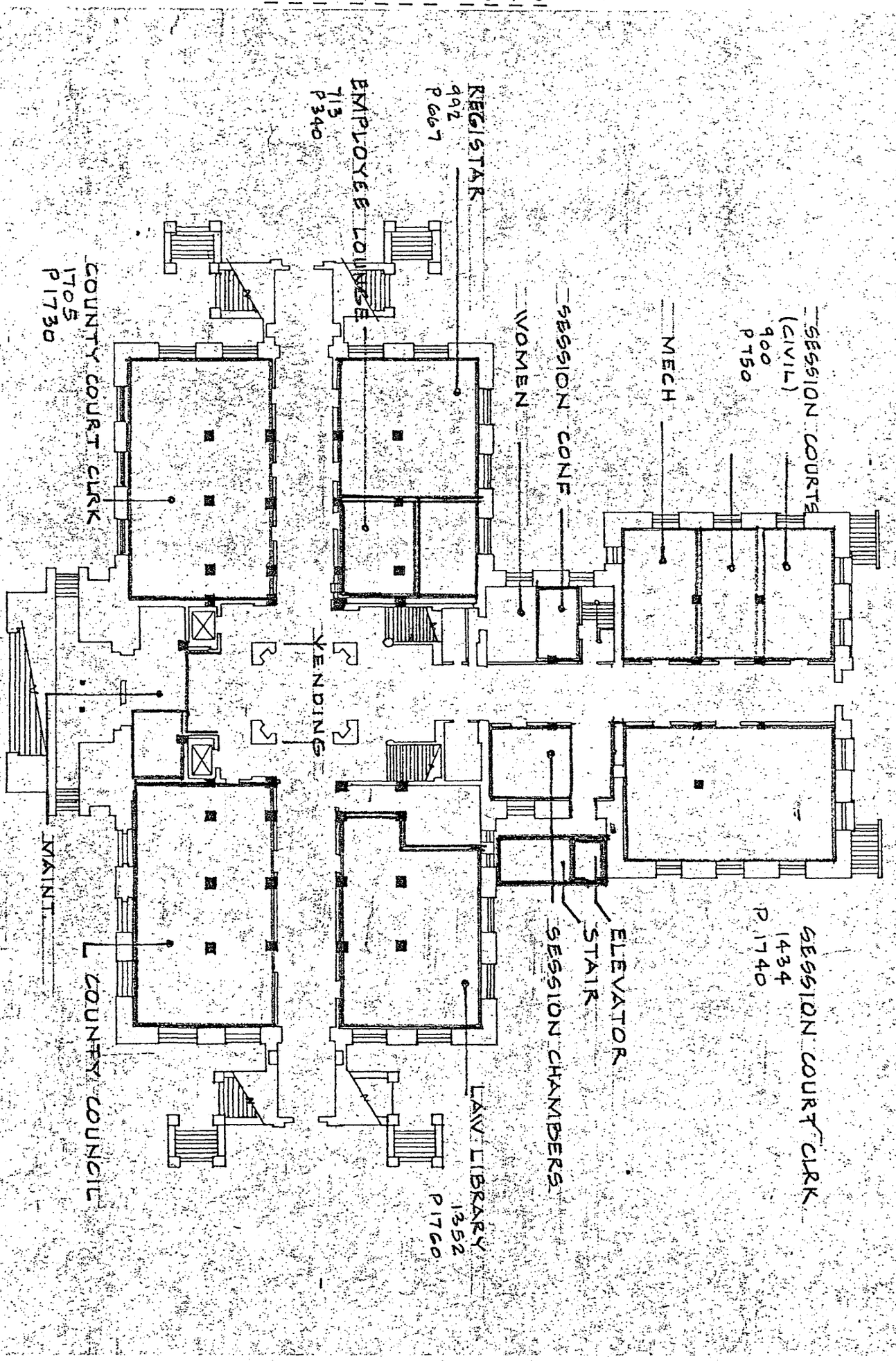
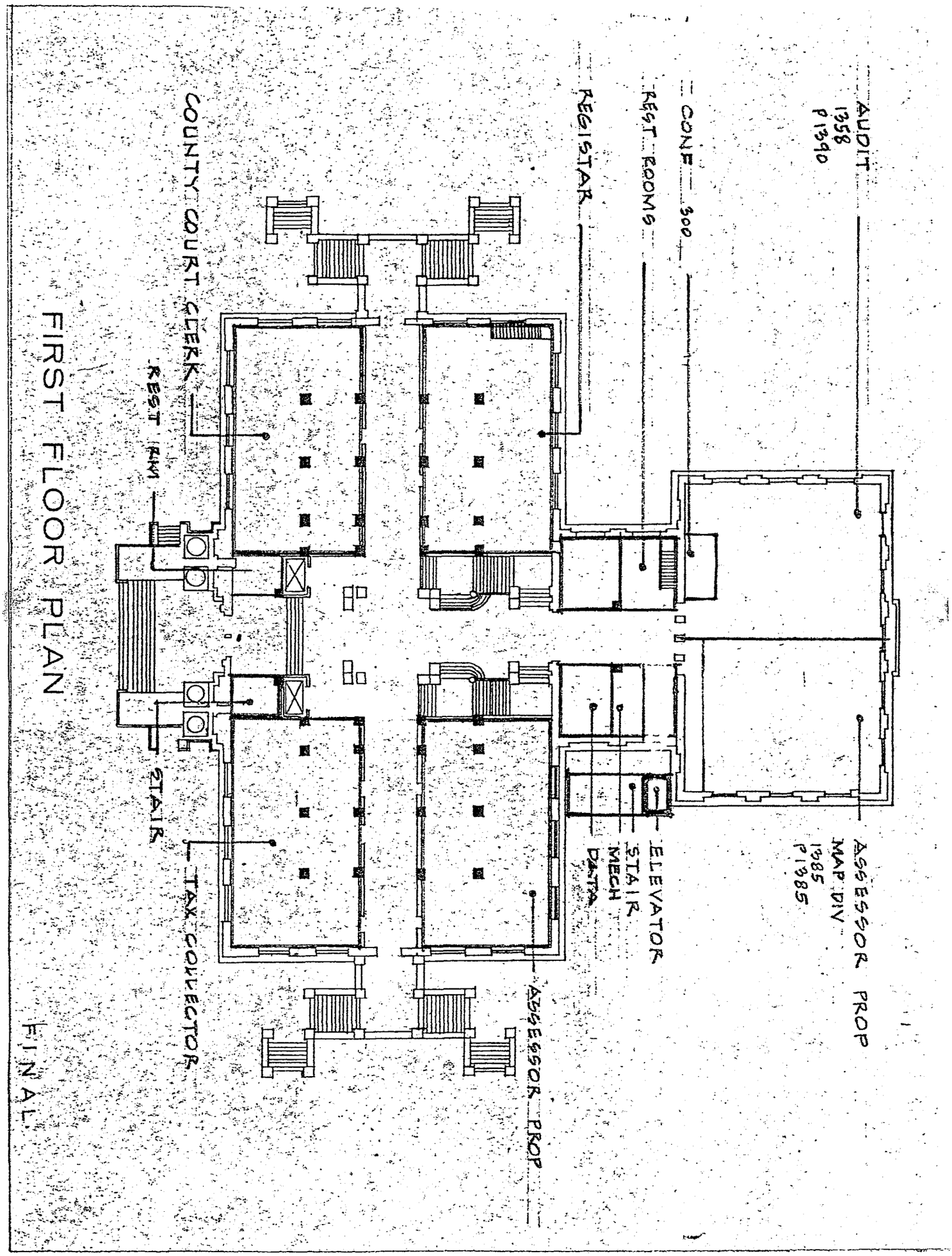


GROUND FLOOR PLAN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REGISTAR
ASSESSOR PROP
MAP DIV
1385
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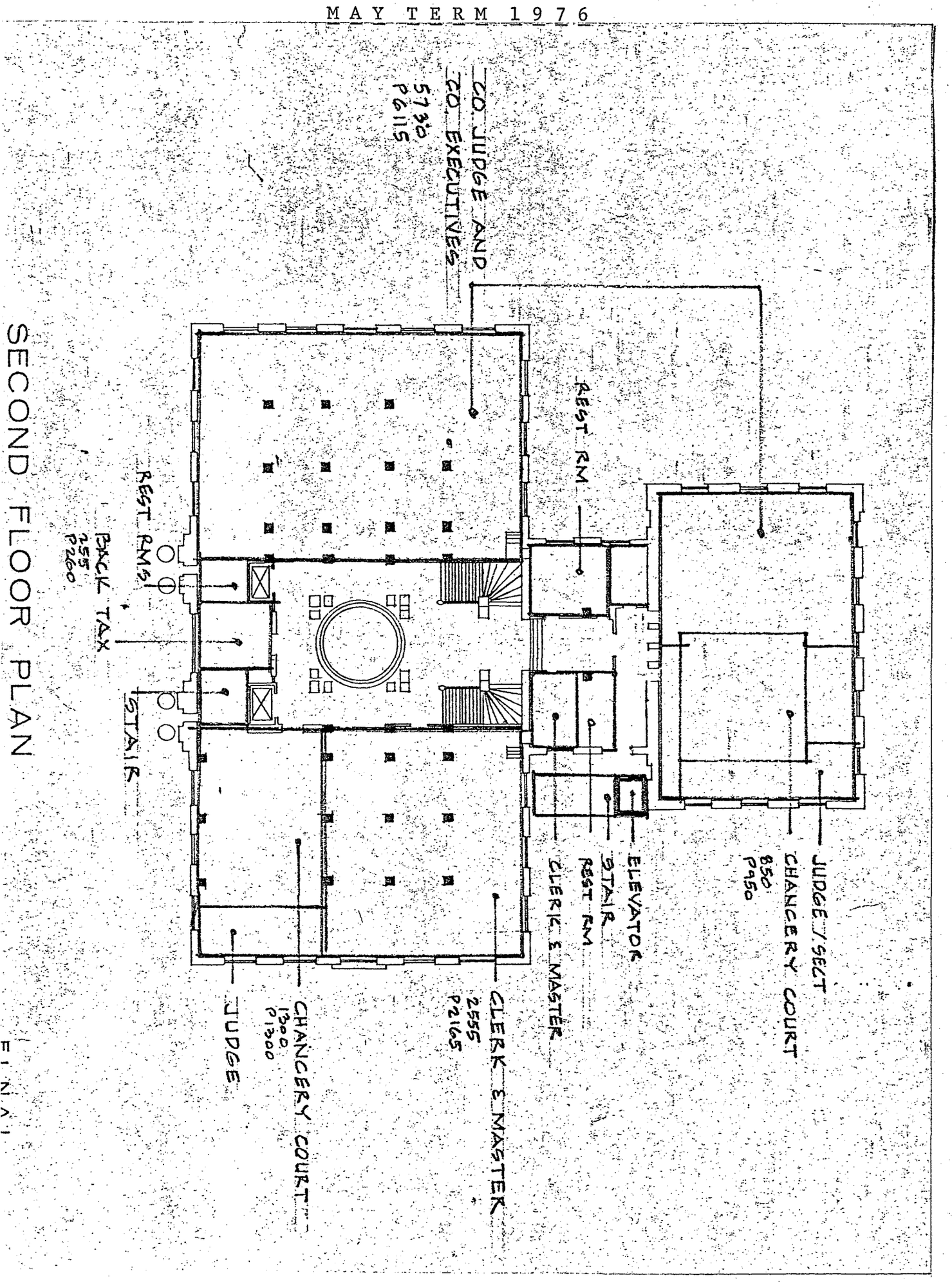
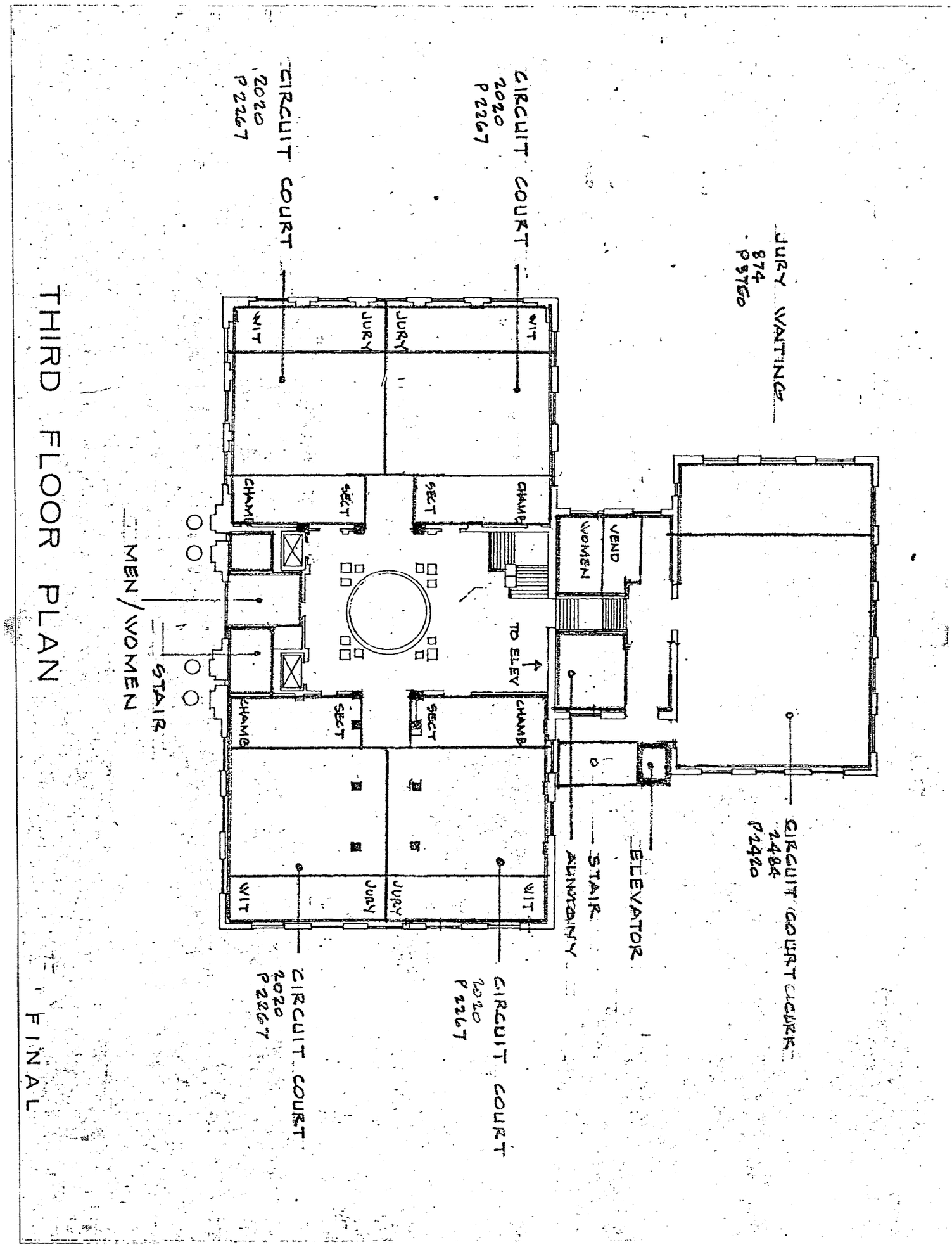
STAIR
MECH
DATA
ASSESSOR PROP
COUNTY COURT CLERK
REST RM
STAIR
TAX COLLECTOR
FIRST FLOOR PLAN
FINAL



SECOND FLOOR PLAN

FINAL

MAY TERM 1976



THIRD FLOOR PLAN

FINAL

MAY TERM 1976

Mr. Dietzen said that he had found Mr. Reingold in Judge Carden's courtroom, obviously absorbed in hearing Mr. Goza making an argument in the trial. Mr. Dietzen said that Mr. Reingold told him to tell Judge Moore that he would be over in "a few minutes."

Councilman Long suggested that they hear from Jim Booth.

Judge Moore asked if there were any other delegations.

Sheriff Newell said that he wanted to thank the Council for passing the resolution on the merit system and civil service. Sheriff Newell said that he wanted to be the first to present a petition to the Council asking to come under the civil service system. He said that he hoped that it would be in operation by July 1, 1976. (Petition follows)

Judge Moore told Sheriff Newell that this would be a matter that could be put on the agenda for the next Council meeting.

Sheriff Newell said that was OK, he just wanted to be in on the ground floor.

* * * * *

FRANK NEWELL
SHERIFF
HAMILTON COUNTY
CHATTANOOGA, TENNESSEE 37402
TELEPHONE: 757-2340

PETITION

I, Frank Newell, Sheriff of Hamilton County, Tennessee, do hereby petition the County Council of Hamilton County, Tennessee, to permit all employees and the office of the Sheriff of Hamilton County, Tennessee, to be extended the benefits of the Hamilton County General Merit System (as prepared by and in cooperation with the Intergovernmental Personnel Programs Division, Atlanta Region, U.S. Civil Service Commission) to be effective upon appointment by the County Council of the Personnel Advisory Board as established under said system, but in no event later than July 1, 1976, said extension to the employees of the Sheriff of Hamilton County, Tennessee, creating vested rights for and on behalf of said employees that can be terminated only upon consent of the County Council, all of which I hereby agree to as Sheriff of Hamilton County.

This 12th day of May, 1976.

Frank Newell

Frank Newell, Sheriff
Hamilton County, Tennessee

MAY TERM 1976

TODAY THE COUNTY COUNCIL TOOK A GIANT STEP TOWARD ENSURING PROFESSIONAL LEVEL LAW ENFORCEMENT FOR THE CITIZENS OF HAMILTON COUNTY. I WANT TO THANK THE MANY COUNTY OFFICIALS WHO HAVE WORKED MANY LONG HOURS WITH ME IN PUTTING TOGETHER CIVIL SERVICE FOR THE SHERIFF'S DEPARTMENT.

IN A TIME WHEN DEMANDS UPON LAW ENFORCEMENT OFFICERS ARE GREATER THAN EVER BEFORE, IT SEEMED UNWISE THAT SHERIFF'S DEPUTIES COULD BE REMOVED FROM THEIR POSITIONS UNDER THE PATRONAGE SYSTEM. NOT ONLY WILL DEPUTIES BENEFIT FROM JOB PROTECTION; THE PUBLIC WILL BENEFIT BECAUSE SKILLED, TRAINED PROFESSIONALS WILL REMAIN ON THE JOB EVEN IF THERE IS A CHANGE IN SHERIFFS. THE ESTABLISHMENT OF THIS MERIT SYSTEM WILL PLACE MINIMUM STANDARDS AND QUALIFICATIONS UPON PERSONS APPOINTED AS SHERIFF'S DEPUTIES, SO AN INCOMING SHERIFF WILL KNOW THE DEPARTMENT'S PERSONNEL ARE QUALIFIED TO HOLD THEIR POSITIONS AND CAN TAKE ADVANTAGE OF THEIR TRAINING AND EXPERIENCE.

AT THE START OF MY PRESENT TERM OF OFFICE I CONDUCTED A REFERENDUM AMONG THE SHERIFF'S DEPARTMENT EMPLOYEES AND FOUND THAT A MAJORITY EXPRESSED A DESIRE TO WORK UNDER A CIVIL SERVICE PLAN.

WE LOOKED AT THE 1974 LEGISLATIVE ACT AND FELT LIKE IT WASN'T GOOD ENOUGH, SO WE DREW UP A CIVIL SERVICE ACT FOR HAMILTON COUNTY AND PRESENTED IT TO THE LEGISLATURE, ON TWO DIFFERENT OCCASIONS, BUT BOTH TIMES IT FAILED TO PASS.

WE THEN WENT TO WORK WITH OUR COUNTY OFFICIALS TO PUT TOGETHER WHAT WE THINK IS A GOOD CIVIL SERVICE SYSTEM FOR OUR DEPARTMENT, AND HELPED TO DEVELOP THE CIVIL SERVICE ADOPTED BY THE COUNTY COUNCIL.

WHEN THE TIME OF RETIREMENT FINALLY COMES FOR ME, I KNOW THE MANY FINE, DEDICATED, PROFESSIONAL OFFICERS I LEAVE WILL BE HERE TO CARRY ON THE WORK FOR THE NEXT SHERIFF, FOR THE BENEFIT OF THE CITIZENS WE SERVE.

Frank Newell, Sheriff

Jim Booth, President of the Hamilton County Education Association, read the attached statement concerning funding for education for 1976-77. Mr. Booth presented Mrs. Jennie Pletcher, representing the Hamilton County teachers who will not be hired for next year unless more funds are given to education.

Mrs. Pletcher told the Council that many things will have to be eliminated in education because we find it difficult to dig deeper. She presented to the Council members badges of their assurance--the official HCEA symbol--HAMILTON COUNTY CAN! She said that Hamilton County can fund this and that they leave it to the Council to make it happen.

Judge Moore asked Mr. Booth if that was all. Mr. Booth said, "We are just getting started!"

Judge Moore and members of the County Council, as you well know, Hamilton County teachers are very concerned abouth the funding of education for 1976-77. This concern goes far beyond personal welfare to the welfare of students and the profession as a whole.

Last year, no provisions were made to alleviate a serious budgetary problem forcing the Department of Education to use all accumulated surplus--some $1.7 million for operations this year.

As a result, the situation for next year has become potentially critical and Hamilton County is confronted with the potential of serious cutbacks in the instructional as well as the non-instructional programs of the system. Education may take a giant step backward unless this Council allocates the needed funds so that the system can, at least, maintain a status quo.

While the outlook would appear to be bleak, there is room for optimism. We are very fortunate to live in Hamilton County from the standpoint of resources available. This is a wealthy county--in fact the 2nd wealthiest county in Tennessee. In addition, this is the ninth largest manufacturing center in the United States. It will take less effort for us to overcome our budgetary crisis than it would for most of the other counties in Tennessee.

What we are saying, gentlemen, is that Hamilton County CAN! Hamilton County can adequately fund education because we have the necessary resources. Hamilton County can be certain that neither its educational programs nor its children experience deficiencies by establishing priorities which will assure needed funding while other county services are maintained at an adequate level.

The budget you will receive from the Board of Education is a subsistance budget designed to keep Hamilton County from losing

ground. We sincerely believe that Hamilton County can avoid educational regression.

To emphasize our belief in the people of this county, we have launched a campaign to inform the public of the seriousness of the situation. The Hamilton County Education Association calls on this County Council to take the necessary steps to correct the budgetary situation so that students, teachers and our total community will not suffer.

Today, we present to each of you the official HCEA symbol for this campaign—a HAMILTON COUNTY CAN! button.
Here to present a button to each of you is a teacher who has not been re-elected to her position for next year due to the funding situation, Mrs. Jenny Pletcher.

Statement to Hamilton County Council

By Jim Booth, President, Hamilton County Education Association

May 12, 1976

ON MOTION of Councilman Mayfield, seconded by Councilman Ricketts, that the records of the Sheriff's Office for March, 1976, be accepted, treat same as read, approved, and filed and made a matter of record. The foregoing Resolution was unanimously Adopted by Acclamation. Total present-5. Absent-0.

FRANK NEWELL
OFFICE OF ~~XXXXXXXXXXXX~~, SHERIFF
HAMILTON COUNTY, TENNESSEE

FINANCIAL STATEMENTS FOR MONTH OF MARCH, 76

Opening Cash Balance. . . . . $ 75,127.54

STATEMENT OF CASH RECEIPTS

GENERAL FUND:		
Ex-Officio appropriation	$105,000.00	
Misdemeanor Costs	13,776.75	
Waiting on courts	3,427.50	
Summoning jurors		
Returning prisoners	618.15	
Workhouse cases	1,395.00	
Uniform allowances	1,425.00	
Alcoholic rehabilitation officer	800.00	126,442.40
CIRCUIT COURT CLERK:		
Court of General Sessions	$ 7,099.66	
Circuit Court	2,730.61	9,830.27
CRIMINAL COURT CLERK:		
Criminal Court	$ 3,362.71	
Court of General Sessions	1,196.53	4,559.24
OTHER SOURCES:		
Foreign papers	$ 1,241.43	
Boarding prisoners E. Ridge	199.00	
State of Tennessee	34,120.00	
Federal government	1,756.00	
~~City of Chattanooga~~ Army A W O L	496.00	
City of ~~Red Bank~~ Soddy-Daisy	275.00	
Other: Reimburse Travel Tn. Law Enforce Train. Acad. F. Newell & J. Russell $62.33, Damage to Cars by Hugh Dod, Jr. & Larry Rosser $249.15, Ret. Adv. Exp. to Arson Seminar, Nashville $40.00	1,144.02	39,231.45
TOTAL RECEIPTS Fed. Grant Auto Theft Det. $792.54		180,063.36
TOTAL AVAILABLE CASH		$ 255,190.90

STATEMENT OF DISBURSEMENTS

EXPENSES OF OFFICE:		
Salaries-(See attached detail)		116,439.41
Automobile expense-	$	
Repairs and parts	17,974.24	
Gas, Oil and grease	5,886.20	
Tires and tubes	140.16	
Insurance		
Radio service	155.23	
Auto allowance for process servers		24,155.83
Other-		
Provisions	$ 6,342.52	
Returning prisoners	2,178.15	
Uniform allowances	1,425.00	
Alcoholic rehabilitation officer	752.30	
Miscellaneous: Office $891.75, Sanitation $101.50, Arson Seminar, Nashville $100.00, Replace lost Watch & Wallet of Stephen L. Yother while in safe keeping in Jail.$139.90, Employee's I.D. Cards & Photo $388.50, Repair Tape on A. Robbery Satatement $9.16, Exp. to Ret. Wrecked Patrol Car from Bay St. Louis, Miss. $249.17, Reimburse Travel Tn. Law Enforce Acad. $62.33, On Duty Injury J. Syler $65.00, Ship Intoximeter for repairs to Richmond, Cal. $25.55, REg. & Lic. on Narc. Car $21.00, Legal. Adv. for Purch. tape for recorder $17.67	2,071.53	12,769.50
TOTAL DISBURSEMENTS		153,364.74
CLOSING CASH BALANCE		101,826.16

Signed Frank Newell
Sheriff

Sworn to and subscribed to before me, this the 23 day of April 19 76.

W A Knowles
County Court Clerk

SHERIFF

Frank Newell		1,801.62

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DEPUTIES

Edward J. Russell	Chief Deputy	1,356.92
William G. Newell	Ass't Chief Deputy	980.30
John D. Holt	"	980.30
William E. Robbs	Chief of Detectives	980.30
Oscar E. McMillian	Detective Lieutenant	844.62
David M. Minnich	"	844.62
Clarence E. Schroyer	Narcotic Inspector	893.54
Martin Brown	Narcotic Lieutenant	844.62
Paul J. Smith	Narcotic Detective	793.84
Hamilton Blackstone	"	807.70
E. Glenn Broyles	"	793.84
Lonnie Schultz	"	720.92
Thomas R. Shugart	"	807.70
Howard V. Shutters	"	793.84
Craig D. Glaze	Arson Detective	793.84
James E. Arrowood	Detective	793.84
Billy R. Davis	"	793.84
Douglas M. Everett	"	793.84
Paul R. Holt	"	793.84
John T. Lawson	"	793.84
Clinton H. Peoples	"	784.62
Rodney Veron	"	793.84
Chester Westfield	"	793.84
C. L. Westbrook	Fugitive Detective	793.84
James A. Baker	Auto Theft Detective	793.84
Melvin K. Johnson	"	793.84
Robert J. Davis	Captain	875.08
Kenneth Lee	"	875.08
Wm. A. Robinson	"	875.08
James O. Lane	Lieutenant	844.62
Sam James	Sergeant	784.62
Fletcher D. Miller	"	784.62
Robert O'Dell	"	784.62
Claude Petty	"	784.62
Willie Turner	"	784.62
Joseph Dietzen	Desk Sergeant	784.62
Thomas L. Fox	"	784.62
James N. Lusk	"	784.62
Calvin G. Sivley	"	784.62
Jo B. Abney	Patrolman	641.54
Edwin Anderson	"	752.30
Mitchell T. Ball	"	720.92
James E. Bell	"	752.30
Charles J. Brock	"	641.54
Edward R. Brown	"	752.30
Austin L. Burns	"	752.30
T. J. Burns	"	752.30
Joe I. Bush	"	752.30
Roy Combs	"	744.50
Denise Creamer	"	415.38
Charles Dagnan	"	664.62
Jack Danielson	"	752.30
Darwin Dickson	"	664.62
C. Owen Early	"	641.54
David Francisco	"	720.92
Doyle E. Francisco	"	398.77
David L. Goodman	"	664.62
Larry R. Gragg	"	752.30
Murray D. Greer	"	641.54
Robert M. Griffin	"	664.62
Charles Grissom	"	720.92
James Hardy	"	752.30
John Haslerig	"	641.54
Ronnie Hayes	"	664.62
Larry Holland	"	576.76
Lawrence Ingle	"	641.54
Fred Johnson, Jr.	"	720.92
William B. Lampkin	"	161.54

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DEPUTIES CONTINUED			
Donald A. McCullough	Patrolman	752.30	
James Massengale	"	752.30	
Willis D. Matthews	"	681.91	
John S. Maxwell	"	728.81	
Goldman P. Maynard	"	720.92	
R. L. Monger	"	752.30	
James M. Moore	"	664.62	
Horace A. Morgan	"	720.92	
Johnny R. Morris	"	664.62	
Lewis S. O'Neal	"	752.30	
Ervin O. Partridge	"	752.30	
Ronald R. Parson	"	752.30	
Fred Paul	"	752.30	
Cleveland V. Price	"	752.30	
Thomas E. Ratledge	"	188.10	
Randall Rich	"	752.30	
Charles Richmond	"	752.30	
Ralph Rogers	"	664.62	
Michael Rundles	"	720.92	
Douglas Rutherford	"	752.30	
James Sanders	"	720.92	
James Swafford	"	720.92	
John Swope, Jr.	"	752.30	
Joel W. Syler	"	720.92	
Charles Tate	"	641.54	
Harmon D. Thomasson	"	641.54	
Donald Thompson	"	752.30	
Richard Thurman	"	664.62	
Harry G. Tomaras	"	664.62	
Bill Uren	"	752.30	
Vernon L. Vaughn	"	752.30	
David L. Walker	"	664.62	
Jerry W. Watkins	"	720.92	
James T. Wilken	"	752.30	
F. A. Wilson	"	752.30	
Benny Williams	"	752.30	
William Williams	"	752.30	
Ronald Winkler	"	664.62	
Charles Westfield	Janitor (Special Officer)	448.62	78,938.03
PROCESSING OFFICERS			
Claude R. Fifer	Civil Officer	727.38	
Arthur R. Gray	"	727.38	
E. Jonah Harris	"	727.38	
Frederick Lawing	"	727.38	
Barney Morgan	"	727.38	
Edwin Price	"	727.38	
E. J. Self	"	727.38	
J. Harvey Steele	"	727.38	
Shelton Swafford	"	727.38	
Harry Weddle	"	727.38	7,273.80
JAILERS			
Grover C. Fuller	Chief Jailer	784.62	
Harry Bible	Jailer	752.30	
David Carlisle	"	752.30	
C. Wayne Condra	"	664.62	
Bueford Genter	"	641.54	
Richard Hight	"	664.62	
Robert L. Mowery	"	752.30	
Ralph Murphy	"	752.30	
Henry Patterson	"	752.30	
Wiley Perkinson	"	752.30	
Shelby Rogers	"	752.30	
Paul W. Scott	"	752.30	
Walter Sprouse	"	720.92	9,494.72
CLERICAL			
Mary J. Schoolfield	Co-ordinator	600.00	
Carolyn S. Minnich	Executive Secretary	701.54	
Donna Sparks	Det. Dept. Secretary	600.00	
Karen McConkey	Sec. to Sheriff's Staff	600.00	

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CLERICAL CONTINUED			
Marguerite M. White	Chief Bookkeeper	810.46	
Lenda R. Clark	Assistant Bookkeeper	641.54	
Aubrey Haley	Utility Clerk	504.92	
Jewell Hardaway	"	415.38	
Gladys Leming	Dispatcher	641.54	
Sheila J. Messick	"	641.54	
William H. Long	"	641.54	
Louise Twyman	"	641.54	
Mildred Wilkey	"	641.54	8,081.54
OTHERS			
Oliver Cobb	Court Officer	720.92	
Roy Eldridge	"	720.92	
Claude Kersey	"	752.30	
Grover T. Payne	"	752.30	
James Sage	"	752.30	
Jimmy Sharrock	"	752.30	
A. L. Dempsey	Process Server	727.38	
William F. Drew	"	727.38	
James G. Holder	"	727.38	
Bryant Turner	"	727.38	
C. E. Arnold	Special Officer	76.16	
Richard Barnard	"	76.16	
W. Frank Clark	"	76.16	
Wm W. DeSha	"	161.54	
Mitchell Durham	"	76.16	
Andrew J. Ellis	"	161.54	
W. Harold Garner	"	76.16	
Robert Gilreath	"	76.16	
Aubrey Green	"	76.16	
James R. Grindle	"	76.16	
George Hixson	"	76.16	
John Jenkins	"	76.16	
Karey Kaley	"	76.16	
William Kay	"	76.16	
Karl Kayler	"	76.16	
Melvin Lovelady	"	76.16	
Wm E. Page	"	76.16	
Charles Parks	"	76.16	
Leslie Satterfield	"	76.16	
John Solomon	"	76.16	
Larry D. Stearns	"	76.16	
Luther Tilley	"	76.16	
John Webster	"	76.16	
A. J. Wilson	"	76.16	
John Lanham	Staff Chaplain	76.16	9,435.32
GUARDS (HOSPITAL & SPECIAL DUTY)			
Martha Robbs	Special Duty (Nurse)	160.00	
Robert Hoge	" (Guard)	355.00	
Oscar U. Taylor	" "	410.00	
Herschel T. White	" "	149.38	
Etta Cobb	" (Jury)	20.00	
Ruth Sharrock	" "	60.00	
Doris Kersey	" "	40.00	
George Kaylor	" (Guard)	220.00	1,414.38
		TOTAL:	$116,439.41

Judge Moore asked Mr. Dietzen if the few minutes were up. Mr. Dietzen said that by his definition they were, but that apparently Mr. Reingold was assisting in the prosecution but that he thought he surely could come to the Council meeting for a few minutes. Judge Moore said that he felt they should go ahead in view of the large delegation present and there had been some disagreement in the arrangements.

ON MOTION of Judge Moore, seconded by Councilman Mayfield, to deny Resolution No. 576-1 to rezone. The foregoing Resolution was unanimously DENIED by Acclamation. Total present-5. Absent-0.

ON MOTION of Councilman Long, seconded by Councilman Mayfield, the meeting was adjourned.

CHAIRMAN

COUNTY COURT CLERK