

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at its regular monthly meeting on August 18, 1997 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Herbert Harville presiding.

The Legislative Body Session was opened by Sheriff Charles Long.

Invocation was given by Rev. Greg Grant.

Upon roll call the following members were present:

Larry Baker	Bud Jones
Maudie Briggs	Willie Osborne
Guy Collins	Frank Parker
Stancil Ford	Bobby Reinhardt
Doyle Fullington	Tony Sizemore
Herbert Harville	Joe Spoone
Keith Horner	

Absent: Eldridge Bryant

#### MINUTES APPROVAL


Motion by Guy Collins, seconded by Joe Spoone that the minutes of the previous meeting be approved.

Voting for: all  
Voting against: none

#### NOTARIES AND BONDSMEN

Motion by Stancil Ford, seconded by Tony Sizemore that the following notaries and their bondsmen be approved.

Voting for: all  
Voting against: none



**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC**

As Clerk of the County of Hamblen, Tennessee,

I HEREBY CERTIFY TO THE SECRETARY OF STATE THAT THE FOLLOWING WERE ELECTED TO THE OFFICE OF NOTARY PUBLIC DURING THE August, 19 97 MEETING OF THE GOVERNING BODY:

NAME (PRINT OR TYPE)	HOME ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)	BUSINESS ADDRESS AND PHONE (INCLUDE ZIP AND AREA CODES)
Melissa R. Turner Bonding Co.	923 E. Skyline Dr. Morr.Tn./ 423-587-1514 37814	Morristown Ford 1112 W. Morris Blvd, Morr.TN.37814 423-586-5520
Judy A. Cleveland Bonding Co.	1910 Seven Oaks Dr., Morr.Tn 423-585-0410 37814	Life Care Of Morr. 501 W. Eco Econ., Morr.Tn. 37814 423-581-5435
JaMES H. Gose John W. Arnold Sarah A. Gose Imogene Murphy Bonding Co.	1744 Christmas DR, Morristown, TN. 37814 423-586-6992 1420 Three Springs Rd. Russellville, Tn. 37860 423-586-8298	Same  State of Tn. Hanblen Co. Health 331 West Main St., Morr.Tn.Dept. 423-586-6431
Bettie L. Kyle Bonding Co.	218 Gilbert St., Morr.Tn.37814 423-586-4868	State of T. Dept. Of Children's Ser 2416 West Andrew Johnson Hwy Morristown, In. 37814 423-585-1444
Debbie Morgan Bonding Co.	1026 Twin Oakes Lane Talbot, Tn. 37877 423-586-4999	West End Auto Sales Morristown, In. 37814 423-587-5906
Barbara Burns Bonding Co.	491 Old Poplar Ridge Rd. Talbot, Tn. 37877 423-586-8792	Bill Burns Realty 4010 W. A. J. Hwy, Morr.Tn. 37814 423-586-3100
Peggy Sue Rasnic Bonding Co.	2040 Creekview Lane, Russellville Tn. 37860 423-586-5721	Rusty Wallace Pont. Cad Gmc 300 King Ave., Morr.Tn. 37814 423-586-1441
Elizabeth Anne Elkins Bonding Co.	430 South Henry ST., Morr.Tn. Lakeway Title Services 423- 586-2718	Lakeway Title Co. 840 W. First North ST., Morr. Tn. 423-587-6888 37814
Linda A. Owens Bonding Co.	4453 Danbury Dr., Morr.Tn.37813 423-586-5532	Linda's Lakeside Route 2 Box 1703, Bean STation, Tn 423-993-4343
Herbert M. BAcon Lori L. Jessee & Ronald L. Perkins	1224 Hodge Dr., Morr.TN. 37814 423-586-2748	Attorney 1135 W. 3rd North ST., Morr. Tn. 423-586-5291 37814
Darla Arians S. David Britton Darlene R. Britton	1341 Prado Dr., Morr.TN. 37814 423-587-5346	Britton -Cardwell & Assoc. P.O. Box 1953, Morr.TN. 37814 423-993-2876
Shirley O. Arnold DorisSharp & Lucy Petre	1580 Seven Oaks Dr., Morr.Tn 423-581-6821	893 E. Hwy 11E, Jefferson City, Tn 423-475-7400
Mary Ailshie Homer P. Mullins, Sr. Herbert Jarnigan	3576 Falcon Rd., Morr.TN. 37814 423-586-4752	Sam Jarnigan/Mitchell /Hodge Elec 406 E. Main ST., Morr.TN. 37814 423-586-2950
Vicky L. Helton Bonding Co.	423-475-9596 1774 Ponder Dr., TALbott, Tn. 37877	Suntrust Bank 5716 W. Andrew Johnson Hwy, Morr. 423-585-6008 37814Tn.
Amanda Jill Collins bonding Co.	Route 3 Box 670 Rutledge Tn. 423-828-4996 37861	Suntrust 5716 W. Andrew Johnson Hwy, Morr. Tn. 423-585-6006 37814

wilburn Beck

SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

8-18-97

DATE

(SEAL)

RECREATION BOARD MEMBER

Motion by Willie Osborne, seconded by Stancil Ford that Frank Parker be elected to serve a one year term on the recreation board.

Motion by Guy Collins, seconded by Joe Spooone that nomination cease and Frank Parker be elected by acclamation.

Voting for: all  
Voting against: none

PERSONNEL POLICY COMMITTEE

Motion by Stancil Ford, seconded by Guy Collins that the following people be appointed to prepare uniform personnel policies for Hamblen County.

County Executive	David Purkey
Highway Superintendent	Barry Poole
Assessor of Property	Jimmy Hipshire
Circuit Court Clerk	Kathy Mullins
Clerk and Master	Kathy Terry
County Clerk	Wilburn Beck
General Sessions Judge	Joyce Ward Mills
Juvenile Court Judge	Mindy N. Seals
Register of Deeds	Jim Clawson
Trustee	Bill Brittain
Road Commission Chairman	Charlie Cross
County Attorney	Rusty Cantwell (Ex-Officio)
Commission Chairman	Herbert Harville (Ex-Officio)
Personnel Chair	Maudie Briggs (Ex-Officio)
Sheriff	Charles Long

Voting for: all  
Voting against: none

BILLS

Motion by Stancil Ford, seconded by Tony Sizemore that all of the following bills be approved and paid.

Voting for: all  
Voting against: none

**Finance Committee**  
**BILLS Recommended for Payment - August 18, 1997**  
**July 1997**

Adrian Hale Pest Control	HD	19.00	Ikon	HC	381.00
	CH	59.00			
	JC	38.00	Kel-San	Inv	4,872.44
	Mall	25.00			
			Lanier	HC	930.00
Bible Insurance	EMA	350.00			
			Letter Shop, The	CnC	450.00
Bradley's	A	19.49			
			McQuiddy	EC	758.00
Bridge Computer Systems	HC	2,750.00			
			Murrell Burglar Alarm	HD	36.58
Camera Castle	Ext	3.95		CH	20.00
				CH	149.00
Capps, Cantwell, & Capps	HC	1,127.24			
			Newman, Jim	T	211.92
Citizen Tribune	CE	687.00			
			Office Depot	Inv	544.42
City of Morristown	HC	2,917.95		RD	3.14
				CRC	46.78
Concepts in Communications	EC	82.58		T	48.99
Dillard	Inv	338.20	Otis Elevator	CH	278.55
	Inv	3.80			
			Paper Supply	HD	43.10
Evans	Inv	757.23		Inv	257.66
	RD	46.60			
	Inv	107.64	Price & Price	JC	368.00
	CE	22.00			
	HD	43.76	Purkey, Joe		66.48
Free Service Tire	Juv	41.91	Quill	HD	218.94
Food City	THF	163.98	Rental Uniform Service	JC	159.60
	Ext	67.26		CH	247.80
Global	CRC	53.38	Robert Orr/Sysco	THF	68.71
	HC	64.86			
			Southeast Service Corp.	Inv	3,086.00
Hale Brothers	THF	17.38			
	Ext	13.75	Ted's Supply	Inv	840.60
Hamblen Co Sheriff's Dept	THF	170.00	Teffeteller, Irma	HD	468.12
Hiram H. Jones	HC	4,050.00	Thermocopy	HC	550.00
Homestyle Laundry	HD	6.00	TIDI Waste	HC	25.00

## Finance Committee

### BILLS Recommended for Payment - Sheriff's Department - August 18, 1997

#### JULY 1997

Airport Towing	50.00
Armstrong Company	28.00
Bill Waddell Plumbing Service	170.00
Bradley's	107.26
Clinical Laboratory Services, Inc.	45.00
Doka, Dr. Steve M.D.	195.00
Douthat, Marsha F.N.P.	2,916.66
East Ridge Uniforms	1,203.25
Edwards, Dana P.	120.00
Express Lane	220.00
Flowers Bakery	338.85
Food City	20.17
Free Service Tire	1,289.69
Gall's	488.84
Hale Brothers	3,669.44
Hasson Bryan	43.02
Hamblen Radiology	362.00
Jimmy's Auto Parts	286.97
Joe Parrott Screen Printing	375.49
John's Stereo	15.95
Lakeway Regional Hospital	1,033.79
Leonard's	242.24
Lowe's	129.00
McNeil & Lindsey MDPC	145.00
Morristown Chevrolet	94.50
Morristown Ford	117.83
Morristown Hamblen Hospital	3,455.44
Office Depot	2.71
Pet Dairy	454.04
Quality Ford	41.00
Radio Shack	107.94
Rental Uniform	22.50
Robert Orr/Sysco	4,094.86
Roto Rooter	275.00
Tennessee Two Way	498.00
Tri-County Collection Agency	192.00
Wal-Mart	832.11

**Finance Committee**  
**BILLS Recommended for Payment - August 18, 1997**  
**July 1997**

Valley Instant Printing	T	95.00	<b>Garbage Department</b>	
			Ball, Edward	134.35
Wallace Hardware Co.	Inv	428.40	Capps, Cantwell, & Capps	141.00
			Hamblen Farmers Coop	1,962.20
Wal-Mart	HD	319.80	Kenworth	667.83
	HD	73.47	Mo-Mar	327.25
	HD	36.87	Recycling & Company	4,224.41
			St. of TN Dept. of Emp. Sec.	658.95
Wholesale Electric	CH	27.75	Tractor Supply	409.95
	JC	27.75	Wal-Mart	49.92
			Ward Fluid Power	118.36
Widespread Weather	EMA	131.40	Welding Supply	24.68
			Wheels & Brakes	282.86
Xerox	HC	235.16		
Yardley Printing	CnC	659.00		

**ABBREVIATIONS**

Assessor	A
Attorney General	AG
County Coroner	CC
County Executive	CE
Courthouse	CH
Clerk & Master	CM
County Clerk	CnC
Commission	Com
Circuit Court	CRC
Election Commission	EC
Emergency Management	EMA
Extension Office	Ext
Garbage	G
General Sessions	GS
Hamblen County	HC
Health Department	HD
Inventory	Inv
Jail	J
Justice Center	JC
Juvenile Court	Juv
Medical Examiner	ME
Planning Commission	PC
Register of Deeds	RD
Sheriff's Department	SD
Trustee	T
Temporary Holding Facility	THF
Veteran's Service Office	VSO
Work Program	WP

**Finance Committee**  
**BILLS Recommended for Payment - August 18, 1997**  
**July 1997**

**BILLS RECEIVED AFTER FINANCE MEETING**

Bellsouth	SD	5.15
Camera Castle	SD	9.35
College Park Automotive	SD	2.48
Doctor's Hospital Pharmacy	J	1,258.28
Gall's	SD	336.40
Kinser, John M.D. P.C.	CC	880.00
Knox Fire Extinguisher	J	65.00
Lakeway Primary Care	J	171.00
Lakeway Regional Hospital	J	190.75
Lakeway Towing	SD	29.00
Leonard's	SD	65.00
Miami Systems	T	72.94
	H	592.54
Morristown Chevrolet	SD	2,269.20
Morristown Hamblen EMS	J	397.00
Morristown Hamblen Emer. Group	J	286.00
Morristown Hamblen Hospital	J	1,864.34
Price & Price Mechanical	JC	81.50
Quality Ford	SD	287.63
Radio Shack	SD	4.33

ROAD DEPARTMENT-ENVIRONMENTAL ASSESS. & ARCHITECT

Motion by Stencil Ford, seconded by Maudie Briggs to request that the road superintendent meet with the public improvements committee to decide if the current road department building can be remodeled or if a new building will need to be constructed.

Voting for: all  
Voting against: none

LEASE AGREEMENT FOR PORTABLE CLASSROOMS

Motion by Frank Parker, seconded by Willie Osborne that the following lease agreement be approved.

Voting for: all  
Voting against: none







# GE Capital Modular Space

LEASE AGREEMENT NO.: 687009

CUSTOMER NO.: 412947

## RETURN EQUIPMENT TO (LESSOR):

KNOXVILLE  
6221 CLINTON HIGHWAY  
KNOXVILLE  
TN 37912  
Telephone: 423-689-3211  
Fax: 423-689-3325

GE CAPITAL MODULAR SPACE, a division of Transport International Pool, Inc., a Pennsylvania corporation (hereinafter referred to as "Lessor") does hereby lease the equipment as specified below to:

Hamblen County Board of Educat  
210 East Morris Blvd  
MORRISTOWN  
TN 37813  
Customer Contact: Bob Howard  
Telephone: 423-586-7700  
Fax: 423-586-7747

The Equipment will be located at:  
(Subject to Section 11 on reverse side)

Unit: 000000  
210 East Morris Blvd  
Morristown  
TN 37813  
Unit: 000000

Lessee does hereby lease said Equipment from Lessor on this 15th day of September, 1997 for a minimum period of 24 "Rental months" in accordance with the terms and conditions of the lease agreement ("Lease") set forth on the reverse side.

Lessee may continue to lease the Equipment designated herein after the expiration date pursuant to Section 4, reverse side. Written notice by Lessee is required 60 days prior to the return of the Equipment. Lessee agrees to pay Lessor without demand and in advance on the first day of each month the Rental Charge (Sections 6(b) and 6(c)) indicated for the Equipment as follows.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0

ONE TIME CHARGES	
DELIVERY	
BUILDING DELIVERY (Qty: 1)	
INSTALLATION	
SKIRTING (Qty: 1 at \$765.00)	\$765.00
BLOCK, LEVEL & TIE DOWN (Qty: 1 at \$1,979.00)	\$1,979.00
RETURN DELIVERY	
BUILDING RETURN* (Qty: 1 at \$689.00)	\$689.00
DISMANTLING	
UNBLOCK* (Qty: 1 at \$1,430.00)	\$1,430.00
** Billied at Termination	
<b>Total</b>	<b>\$4,863.00</b>

MONTHLY CHARGES	
COMPLEX	\$472.00
<b>Total</b>	<b>\$472.00</b>
DAILY:	\$28.32
WEEKLY:	\$141.60

All units will be cleaned upon return of Equipment at Lessee's sole cost and expense. Lessee shall be liable for any damages to Equipment.

Said Other Charges will be billed in advance with the initial Rental Charge. Applicable state and local sales and use taxes and other direct taxes (Section 2(a) reverse side) shall be due and payable to the Lessor by the Lessee when invoiced. All Charges due hereunder shall be remitted to Lessor at address as indicated upon Lessor's invoice.

Section 7, reverse side, is hereby deleted.

Setup is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code.

Electrical, water and sewer supply, and connections provided by others.

Steps, decks, platforms and walkways provided by others.

Lessee/buyer shall be responsible for and bear the cost of obtaining all permits, licenses, and insurance required.

Above figures do not include sales and use tax.

Customer may renew lease for an additional 12 months at the same rate.

Installation charges are based on level, accessible dirt surface.

No agent, employee or representative of Lessor has any authority for any representation or warranty concerning the Equipment leased pursuant to the Lease that is not specifically included herein. Lessee acknowledges that it is not, in leasing the Equipment, relying upon any warranty, promise, or representation not set forth in the Lease and assents to all the terms set forth therein unless otherwise set forth in addenda attached thereto. Lessor's obligations under the Lease shall not be subject to any additional provision inconsistent with the Lease that may be contained in the Lessee's Purchase Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement subject to the terms and conditions herein set forth on both sides of this Agreement.

Signed by duly authorized agents this 10<sup>th</sup> day of July 1997.

By \_\_\_\_\_  
GE CAPITAL MODULAR SPACE AUTHORIZED AGENT  
Name Steve Earnheart

By Earnest Walker  
SIGNATURE OF LESSEE OR AUTHORIZED AGENT  
Name EARNEST WALKER  
(please print)

# CONDITIONS OF LEASE AGREEMENT

1. This transaction is a lease and not a sale. The parties understand and agree that Lessee does not acquire by payment of rental as provided on the reverse side of this Lease any right, title, or interest in or to the Equipment, except the right to possess and use the Equipment so long as Lessee shall not be in default by performance hereunder.

2. In addition to the payment of rentals provided on the reverse side of this Lease, Lessee agrees that:

(a) Lessee shall pay Lessor for any and all sales and use taxes, other direct taxes and registration fees imposed by the U.S. Government, any state government, or any county, city, or other taxing authority and allocated by Lessor on either an individual or pro-rated basis for any unit(s) of Equipment based on purchase price, value, possession, use, situs, rentals, delivery or operation thereof and excluding any federal or state taxes relating to income. Lessee's obligations as set forth herein shall survive the termination of this Lease.

(b) Lessee will pay all costs and expenses (including attorney fees where recovery of same is not prohibited by law) incurred by Lessor in enforcing any of the terms, provisions, covenants and indemnities of this Lease.

3. Lessee agrees, at Lessee's sole cost and expense, to keep the Equipment at all times during the term of this Lease in good repair and operating condition and free of any and all liens and encumbrances and to replace with new parts any and all badly worn or broken parts, and Lessee further agrees that upon termination of this Lease upon expiration or otherwise, Lessee will return the Equipment to Lessor at Lessor's designated address, at Lessee's sole cost and expense, in the same condition and state of repair as delivered to Lessee hereunder, ordinary wear and tear excepted.

Notwithstanding the receipt of the Equipment at the Lessor's location as indicated under "Date In" on the reverse side of this Lease, Equipment returned with accessories, attachments or other missing items, Equipment requiring repairs of any kind or requiring restoration to original specifications and Equipment condition due to alterations or modifications performed by Lessee shall remain leased hereunder until said replacements, repairs or restorations have been made by Lessee in a manner acceptable to Lessor. In the event Lessee elects not to make the required replacements, repairs or restoration requiring that Lessor undertake Lessee's obligations, then Lessor shall determine the amount due for replacements, repairs, or restoration to be made and the Equipment will remain leased hereunder without abatement of rental until the date that the invoiced amount due is paid by Lessee.

(a) Lessee has inspected the Equipment and determined that it is acceptable to Lessee. Lessor has not made, and shall not be bound by, any statements, agreements, or representations regarding the Equipment not specifically set out herein, unless the same are reduced to writing and signed by Lessor.

(b) If this Lease is for custom Equipment that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the commencement date of this Lease shall be the date on which the Equipment is installed and ready for occupancy by Lessee. If the installation is delayed by any act or omission of Lessee, rental payments shall commence five (5) days after Lessee is notified of the completion of the Equipment.

(c) Lessor's delivery of the Equipment is subject to delays in manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike, acts of God, or any circumstances beyond Lessor's control which prevent the manufacture of products or the making of deliveries in the normal course of business. It is further understood and agreed that Lessee will have no claim against Lessor for liquidated damages or any other money damages as a result of Lessee's obligations to perform any contract which Lessee may have entered into in respect of the Equipment to be provided under this Lease.

(d) Lessee shall provide free and clear access for delivery and return of the Equipment by standard mobile transport vehicles. Lessee shall provide firm and level ground on no more than a six-inch slope from one end to the other for safe and unobstructed installation for the Equipment. Site selection is the sole responsibility of Lessee, and Lessor shall have no responsibility for nor liability for any inadequacy of any site or the set-up of the Equipment where the site selected by Lessee or environment involves abnormal conditions.

4. Lessor may at any time following the expiration of the Minimum Lease Period, upon five (5) days prior notice to Lessee, request Lessee to return all the Equipment to the location designated by Lessor or change any of the sites for the Equipment leased hereunder.

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Equipment after the expiration of the Minimum Lease Period or any renewal term hereof, with or without the consent of Lessor, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis subject to Lessor's current monthly published lease rate(s) then in effect.

(b) If Lessor terminates this Lease, such termination shall become effective only when Lessee returns all Equipment to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Equipment which have accrued as of the date the Equipment is returned.

(c) **NO WARRANTY FOR MERCHANTABILITY AND FITNESS:** Lessee agrees that Lessor makes no warranties, expressed or implied and all warranties of any kind, including any expressed or implied warranty of merchantability or fitness for purpose, are hereby excluded both as to the Equipment and as to any maintenance or repair work performed by Lessor on the Equipment.

5. Lessee hereby agrees to indemnify and hold Lessor harmless from and against all loss and damages Lessor may sustain or suffer because of:

(a) the loss of or damage to the Equipment because of any collision, fire, lightning or theft, flood, windstorm or explosion, or other casualty while in the custody, possession, or control of Lessee, and

(b) the death of, injury to, or damage to the property of, any other person as a result of, in whole or in part, the use or condition of the Equipment while in the custody, possession, or control of Lessee, and

(c) the failure of Lessee to maintain the Equipment as agreed and provided herein. Lessee further agrees, at Lessee's sole cost and expense, to procure and keep in full force and effect during the term of this Lease, a policy of insurance satisfactory to Lessor as to the insurer and as to the form and

amount of coverage, with premiums prepaid, protecting Lessor against all loss and damages it may sustain or suffer due to (1) the loss of or damage to the Equipment because of collision, fire, theft, lightning, flood, windstorm, explosion or any other casualty, for the full replacement value of the Equipment, and (2) the death of, injury to, or damage to the property of, any other person as a result, in whole or in part, of the use or condition of the Equipment while in the custody, possession, or control of Lessee with limits of five hundred thousand dollars (\$500,000) per occurrence as to bodily injury liability and five hundred thousand dollars (\$500,000) per occurrence as to property damage liability or a combined single limit of one million dollars (\$1,000,000) per occurrence. A certificate of such insurance, naming Lessor as sole Additional Insured and Loss Payee, shall be delivered to Lessor prior to delivery to Lessee of the Equipment. It is agreed and understood that procurement of insurance by Lessee as herein provided shall not affect Lessee's covenants, obligations, and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment shall not terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability hereunder.

(d) It is further understood and agreed that, in addition to comprehensive bodily injury and property damage specified in Section 5(c), Lessee agrees to provide comprehensive general liability insurance including coverage for the indemnities contained herein.

(e) If Lessee accepts the "Comprehensive Waiver" by initialed the upper right corner of the reverse side of this Lease and pays the additional fee specified therein, then Lessor agrees to relieve Lessee of all liability exceeding \$500 per unit of Equipment for loss or damage specified in Section 5(a) except that Lessee shall not be relieved of liability if Lessee violates any other provisions of this Lease. No collision coverage shall be provided for under the Comprehensive Waiver.

(f) If Lessee accepts the "Liability Waiver" by initialed the upper right corner of the reverse side of this Lease and pays the additional fee specified therein, then Lessor agrees to limit Lessee's obligation up to a maximum combined amount of \$150,000 per occurrence for death, bodily injury or property damage specified in Section 5(b) subject to a \$5,000 deductible per claim except that Lessee shall not be relieved of liability if Lessee violates any other provision of this Lease. Lessee agrees to indemnify Lessor and hold Lessor harmless from and against all loss and damages Lessor may sustain or suffer in excess of the limitation stated in this Section 5(f). The Liability Waiver Provision set forth in this Section 5(f) applies only to Equipment leased by Lessor to Lessee and does not extend to any appurtenance or attachments, including steps.

(g) The coverage provided under the Liability and Comprehensive Waivers set forth in Sections 5(e) and 5(f) do not extend to the transportation of Equipment nor its contents and only extends to Equipment installed on ground level. Any such Waiver may be canceled by either party upon 10 days prior written notice. In the event that either or both Waivers are canceled as set forth above, Lessee shall provide to Lessor a policy of insurance as set forth in Section 5(c) within 10 days of Lessor's written notice.

(h) The Waivers set forth in Sections 5(e) and 5(f) herein shall not be binding upon Lessor unless any loss, damage, injury or claim is reported to Lessor in writing within forty-eight (48) hours of the occurrence of any such event. Lessee shall also provide any information in regard to such event that Lessor reasonably requests. **LESSEE AGREES AND ACKNOWLEDGES THAT THE WAIVERS PROVIDED UNDER SECTIONS 5(e) AND 5(f) ARE NOT INSURANCE COVERAGE BUT, RATHER, ARE PART OF LESSOR'S INSURANCE WAIVER PROGRAM.**

(i) Lessor shall not be liable for any loss or damage to any property stored, loaded or transported in or upon any Equipment and Lessee does hereby expressly waive any and all claims and demands for any such loss or damage, including, but not limited to, loss of profits or other alleged consequential damages against Lessor, and Lessee does further agree to indemnify and hold Lessor harmless from and against any and all such claims and demands.

(j) Lessee agrees to use any Equipment designated for "storage only" on the reverse side of this Lease solely for storage of product.

6. All rentals and other charges hereunder shall be billed to Lessee every Rental Month (as defined below) in advance, beginning with the commencement date of the Lease for each unit.

(a) Rentals and charges not received by the Lessor within thirty (30) days of the invoice date shall accrue interest at the maximum rate permissible by law each month.

(b) The term "Rental Day" is defined as a calendar day or any portion thereof.

(c) The term "Rental Month" is defined as a four (4) week period of twenty-eight (28) rental days.

7. When the term of Lease exceeds eleven months, notwithstanding the Minimum Lease Period, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index (CPI) for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one (1) index point in the CPI, the rental rate shall be adjusted by a factor of 5%. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six (6) months thereafter. Said adjustment will be based on the most recent CPI indices available prior to invoicing of each rental charge.

8. Lessee may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, with the following termination charges:

(a) If the Equipment provided under this Lease was new and the Lessee is the first user, Lessee must pay the remaining unpaid rental charges for the Minimum Lease Period;

(b) If the Equipment was not new, then Lessee's payments shall be as follows: If the Minimum Lease Period (MLP) is less than three months, Lessee must pay 4 times the Weekly Lease Charge (WLC); if the MLP is between three months and six months, Lessee must pay 6 times the WLC; if the MLP is between 6 months and one year, Lessee must pay 12 times the WLC; if the MLP exceeds one year, Lessee must pay 14 times the WLC for each year, or portion thereof, for the remaining Minimum Lease Period canceled. In no case will these termination charges be in excess of the rental charge for the remainder of MLP.

9. Lessee shall have responsibility, at Lessee's sole cost, to obtain any and all licenses, files, permits and any other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Equipment leased hereunder. Lessee agrees that all certificates of title or registration applicable to the Equipment leased hereunder shall reflect Lessor's ownership thereof.

10. Lessor shall have the right to place upon each unit of Equipment leased hereunder the name of the Lessor, and Lessee agrees not to remove Lessor's name or permit any other person to do so.

11. Lessee shall not remove the Equipment from the location specified by Lessee without prior written approval from the Lessor and shall notify Lessor immediately of any levy or seizure thereof and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor shall have the right to inspect the Equipment from time to time during the term of this Lease and if Lessor believes the same to be overloaded beyond normal capacity or misused, stored or neglected, Lessor may summarily remove and repossess the Equipment upon five days prior written notice to Lessee.

12. In the event any act or obligation required of Lessee hereunder shall not be performed in the manner and at the time or times required by this Lease, Lessee shall thereby be and become in default under this Lease, thereby vesting in Lessor the right, upon five (5) days prior written notice to Lessee:

(a) to declare unpaid lease rentals to be due and payable forthwith,

(b) to retake and retain the Equipment free of all rights of Lessee without any further liability or obligation to redeliver the same to Lessee and without to any extent, releasing Lessee from Lessee's covenants, obligations and indemnities provided hereunder, including but not limited to Lessee's obligation for the payment of the rental provided herein, and

(c) in addition to the remedies set forth in Sections 12(a) and 12(b), take any other actions permitted at law or in equity.

In the event Lessor shall retake possession of the Equipment or any part thereof and there shall, at the time of such retaking, be in, upon or attached to such repossessed Equipment any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such other property, goods or things of value and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify and hold Lessor harmless from and against any damage to Lessee's property or the property of any other persons suffered or sustained during repossession of the Equipment by the Lessor.

13. Lessee shall not make or permit any unlawful use or handling of the Equipment and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to Equipment or remove therefrom any parts, accessories, or attachments.

The storage or transportation of any hazardous substances in the Equipment is not permitted and the effects of such substances on the Equipment shall not be considered ordinary wear and tear. If the Equipment is determined to have been used to store any such substances, the Lessee will be required to purchase the Equipment at the current published sale price of the Equipment.

14. Lessee agrees to comply with, perform and execute all laws, rules, regulations or orders of any federal, state, or local government (including laws governing toxic waste, hazardous substances and other environmental risks) which in any way affect or are applicable to any of the Equipment or to the use, operation, maintenance or storage thereof, and to indemnify and hold Lessor harmless from and against any and all fines, forfeitures, seizures, penalties and liabilities that may arise from any violation of any such law, rule, regulation or order by Lessee, its employees or agents or that may result from the use, possession, operation or condition of any of the Equipment. Lessee further agrees to indemnify and hold Lessor harmless from and against any and all claims, liens, demands or liability whatsoever arising from any work done on or any material supplied in connection with the operation, maintenance, possession or storage of any of the Equipment from any loss or damage to the Equipment, and from and against all loss or damage, claims, penalties, liability and expenses, including attorney's fees incurred because of the storage, maintenance, use, handling, repair, loading, unloading or operation of illegal use or operation of any of the Equipment.

15. Lessee shall indemnify and hold Lessor harmless from and against any loss, cost or expenses and from any liability to a person on account of any damage to person or property with out of any failure of Lessee to comply in any respect with a perform any of the requirements and provisions of this Lease, the failure to have the Equipment installed with anchor bolts and in accordance with all applicable laws, rules, regulations. In addition to the foregoing, Lessee shall indemnify and hold Lessor harmless from and against any liability obligation, loss or expense, including without limitation, attorney's fees and other costs arising in connection with the Americans with Disabilities Act.

16. Lessee shall not have the right to assign this Lease or sublet, rent, or otherwise hire out or transfer possession of, of the Equipment to any person, firm, partnership, association or corporation other than Lessor, without the prior written consent of Lessor.

Lessor shall have the right to assign this Lease and rentals reserved hereunder. In the event of an assignee this Lease by Lessor, the assignee shall acquire all rights remedies possessed by or available to Lessor under this Lease. Lessee agrees that the Equipment leased hereunder shall not be occupied by any person other than Lessee or its employees or invitees.

17. This instrument contains the entire agreement between parties pertaining to the subject matter hereof. No agreement, representation, or understanding not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. The terms, covenants, and conditions and provisions of this Lease may hereinafter be changed, amended, modified only by an instrument in writing specifically purporting to do so and signed by the parties to be bound thereby, amendment, modification or addendum to this Lease shall be binding on Lessor unless signed by an authorized officer of Lessor.



# GE Capital Modular Space

LEASE AGREEMENT NO.: 687009

CUSTOMER NO.: 412947

## RETURN EQUIPMENT TO (LESSOR):

KNOXVILLE  
6221 CLINTON HIGHWAY  
KNOXVILLE  
TN 37912  
Telephone: 423-689-3211  
Fax: 423-689-3325

*Jeff,  
this is a  
copy for you.  
Steve*

GE CAPITAL MODULAR SPACE, a division of Transport International Pool, Inc., a Pennsylvania corporation (hereinafter referred to as "Lessor") does hereby lease the equipment as specified below to:

Hamblen County Board of Educat  
210 East Morris Blvd  
MORRISTOWN  
TN 37813  
Customer Contact: Bob Howard  
Telephone: 423-586-7700  
Fax: 423-586-7747

The Equipment will be located at:  
(Subject to Section 11 on reverse side)  
Unit: 000000  
210 East Morris Blvd  
Morristown  
TN 37813  
Units: 000000, 000000, 000000, 000000, 000000, 000000, 000000, 000000, 000000, 000000

Lessee does hereby lease said Equipment from Lessor on this **15th day of September, 1997** for a minimum period of **24 "Rental months"** in accordance with the terms and conditions of the lease agreement ("Lease") set forth on the reverse side.

Lessee may continue to lease the Equipment designated herein after the expiration date pursuant to Section 4, reverse side. Written notice by Lessee is required 60 days prior to the return of the Equipment. Lessee agrees to pay Lessor without demand and in advance on the first day of each month the Rental Charge (Sections 6(b) and 6(c)) indicated for the Equipment as follows.

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0
000000					\$236.00	\$70.80	\$14.16	\$0

ONE TIME CHARGES	
DELIVERY	
BUILDING DELIVERY (Qty: 5)	
INSTALLATION	
SKIRTING (Qty: 5 at \$765.00)	\$3,825.00
BLOCK, LEVEL & TIE DOWN (Qty: 5 at \$1,979.00)	\$9,895.00
RETURN DELIVERY	
BUILDING RETURN* (Qty: 5 at \$689.00)	\$3,445.00
DISMANTLING	
UNBLOCK* (Qty: 5 at \$1,430.00)	\$7,150.00
** Billed at Termination	
Total \$24,315.00	

MONTHLY CHARGES	
COMPLEX	\$2,360.00
Total \$2,360.00	
DAILY:	\$141.60
WEEKLY:	\$708.00

All units will be cleaned upon return of Equipment at Lessee's sole cost and expense. Lessee shall be liable for any damages to Equipment.

Said Other Charges will be billed in advance with the initial Rental Charge. Applicable state and local sales and use taxes and other direct taxes (Section 2(a) reverse side) shall be due and payable to the Lessor by the Lessee when invoiced. All Charges due hereunder shall be remitted to Lessor at address as indicated upon Lessor's invoice.

Section 7, reverse side, is hereby deleted.

Setup is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code.

Electrical, water and sewer supply, and connections provided by others.

Steps, decks, platforms and walkways provided by others.

Lessee/buyer shall be responsible for and bear the cost of obtaining all permits, licenses, and insurance required.

Above figures do not include sales and use tax.

Customer may renew lease for an additional 12 months at the same rate.

Installation charges are based on level, accessible dirt surface.

No agent, employee or representative of Lessor has any authority for any representation or warranty concerning the Equipment leased pursuant to the Lease that is not specifically included herein. Lessee acknowledges that it is not, in leasing the Equipment, relying upon any warranty, promise, or representation not set forth in the Lease and assents to all the terms set forth therein unless otherwise set forth in addenda attached thereto. Lessor's obligations under the Lease shall not be subject to any additional provision inconsistent with the Lease that may be contained in the Lessee's Purchase Order.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement subject to the terms and conditions herein set forth on both sides of this Agreement.**

Signed by duly authorized agents this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By \_\_\_\_\_  
GE CAPITAL MODULAR SPACE AUTHORIZED AGENT  
Name Steve Earnheart

By \_\_\_\_\_  
SIGNATURE OF LESSEE OR AUTHORIZED AGENT  
Name \_\_\_\_\_



HAMBLEN COUNTY GOVERNMENT  
BUDGET AMENDMENT

GENERAL FUND

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT TITLE</u>	<u>AMENDMENT AMOUNT</u>	<u>DEBIT or CREDIT</u>	<u>PURPOSE</u>
54310.316	FIRE PREVENTION & CONTROL	2,400.00	DEBIT	INCREASE APPROP. TO SAME AS LAST YEAR
39000.000	UNAPPROPRIATED SURPLUS	2,400.00	CREDIT	INCREASE APPROP. TO SAME AS LAST YEAR

BUDGET AMENDMENT-GENERAL FUND

Motion by Tony Sizemore, seconded by Willie Osborne that the following budget amendment be approved.

Voting for: all  
Voting against: none



HAMBLEN COUNTY GOVERNMENT  
 BUDGET AMENDMENT

GARBAGE DEPARTMENT

BUDGET AMENDMENT-GARBAGE DEPARTMENT

Motion by Tony Sizemore, seconded by Stancil Ford that the following budget amendment be approved.

Voting for: all

Voting against: none

<u>ACCOUNT</u> <u>NUMBER</u>	<u>ACCOUNT</u> <u>TITLE</u>	<u>AMENDMENT</u> <u>AMOUNT</u>	<u>DEBIT or</u> <u>CREDIT</u>	<u>PURPOSE</u>
55700.359	DISPOSAL FEES	56,100.79	DEBIT	MONEY SPENT ON TIPPING FEES
39000.000	UNAPPROPRIATED SURPLUS	56,100.79	CREDIT	MONEY SPENT ON TIPPING FEES





COPIERS-PLANNING COMMISSION/VETERAN OFFICE AND WORK PROGRAM

Motion by Bud Jones, seconded by Guy Collins to purchase a copier (Toshiba 2860) from Rogersville Office Supply for the planning commission/Veteran's Service Office. The motion also included purchasing a Sharp SF 2116 from Morristown Copy at a cost of \$1270.00 for the work program.

Voting for: all  
Voting against: none

ALLEY CLOSING

Motion by Bobby Reinhardt, seconded by Larry Baker not to close the alley of Julian Ave.

Voting for: all  
Voting against: none

RESOLUTION-REQUEST FOR BALANCE OF UNCLAIMED PROPERTY

Motion by Willie Osborne, seconded by Joe Spone that the following resolution be approved.

Voting for: all  
Voting against: none



RESOLUTION TO REQUEST UNCLAIMED BALANCE  
OF ACCOUNTS REMITTED TO STATE TREASURER  
UNDER UNCLAIMED PROPERTY ACT

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS, \_\_\_\_\_ and/or its  
Name of County or Municipality  
agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending December 31, 19\_\_\_\_; and

WHEREAS; \_\_\_\_\_ agrees to  
Name of County or Municipality  
meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
Name of Governing Body  
of \_\_\_\_\_ requests the State Treasurer  
Name of County or Municipality  
to pay the unclaimed balance of funds remitted for the 19\_\_\_\_ report year to it in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

I hereby certify that this is a true and exact copy of the foregoing resolution which was approved and adopted at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, original which is on file in this office. I further certify that the \_\_\_\_\_ consists of \_\_\_\_\_ members,  
Name of Governing Body  
and that \_\_\_\_\_ members voted in favor of the resolution.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

RESOLUTION-LIONS DAY

Motion by Maudie Briggs, seconded by Larry Baker that the following resolution be approved.

Voting for: all  
Voting against: none

*From the Board of Commissioners*  
**Hamblen County, Tennessee**

**Resolution**

WHEREAS, The Lions Club International, Inc. is the largest service organization in the world, founded in 1917, with over 34 million members in over 188 countries and geographical areas is committed to being Christlike to the Blind and visually impaired.

WHEREAS, The Lions Clubs in Tennessee have made a great effort since 1917 and Lions of Upper East Tennessee since 1957.

WHEREAS, The Lions Clubs of Tennessee are committed to 4 levels of Lionistic Service: Community, District, State and International.

WHEREAS, In the past year, the Lions Clubs of Tennessee have held White Cane Days and raising efforts for the blind and District sight related projects.

WHEREAS, Lions Clubs in Northtown have been active in this effort since 1946 with 5 Clubs currently active here, and are involved in a White Cane Days fundraiser this year called Lions Lakeway Walk of the Blind on September 13, 1997.

WHEREAS, A portion of the walk proceeds will go to 8 District projects, East Tennessee Lions Club, Lions Vocational Industries, Recording for the Blind, Lions Cane Dogs for the Blind, Lions World Services for the Blind, Tennessee School for the Deaf, Tennessee School for the Blind, and Diabetes Awareness.

NOW, THEREFORE, the Hamblen County Board of Commissioners and County Executive do hereby declare, September 13, 1997, LIONS DAY in Hamblen County. We encourage all citizens of Hamblen County to get involved with the Walk by forming walk teams and making financial commitments to this great cause.

*To witness whereof we have accounts set our hands and caused this seal to be affixed.*

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



RESOLUTION-MEDICARE REIMBURSEMENT IN STATE OF TENNESSEE

Motion by Stancil Ford, seconded by Tony Sizemore that the following resolution be approved.

Voting for: all  
Voting against: none

*From the Governing Body of*  
**Hamblen County, Tennessee**  
**Resolution**

A RESOLUTION ENCOURAGING SENATORS FRED THOMPSON AND BILL FRIST AND CONGRESSMAN VAN HILLEARY TO TAKE APPROPRIATE ACTION TO INITIATE AN INVESTIGATION INTO MEDICARE REIMBURSEMENTS IN THE STATE OF TENNESSEE

WHEREAS, Tennessee is one of only two states that are not reimbursed for all loaded transport miles, only out of county mileage and counties such as Hamblen County with two hospitals receive little or no mileage reimbursement; and

WHEREAS, Tennessee reimbursement averages thirty percent (30%) less than adjacent states such as Kentucky, Alabama, Mississippi, and Georgia; and

WHEREAS, Tennessee and Hamblen County services are being reimbursed at less than cost for ambulance transport, therefore, local indigent care tax dollars are being utilized to cover the cost of transports; and

WHEREAS, Tennessee's and Hamblen County's citizens are paying the same medicare tax rate as adjacent states, therefore, our elderly citizens should be reimbursed at the same rate.

THEREFORE, BE IT RESOLVED by the Hamblen County Board of County Commissioners meeting in regular session on this 18<sup>th</sup> day of August, 1997, that this body encourages United States Senator Fred Thompson and Bill Frist and Congressman Van Hilleary to initiate an investigation into medical reimbursements in the State of Tennessee.

*In witness whereof we have hereunto set our hands and caused this seal to be affixed.*

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

CEO:080

# RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF  
HAMBLLEN COUNTY, TENNESSEE BY REZONING PARCEL  
007.01, GROUP H, OF THE LEONARD/MARGARET  
LAWSON PROPERTY LOCATED AT 6600 ~~FISHMAN~~ DRIVE  
Fisherman

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from R-1 to A-1 on Parcel 007.01 owned by Leonard/Margaret Lawson; and

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request;

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from R-1 to A-1 according to the attached map.

Motion was made by Joe Spooone  
seconded by Maudie Briggs.

Voting For:

ALL

Voting Against:

NONE

ATTEST:

\_\_\_\_\_

AUTHENTICATED:

\_\_\_\_\_

DATE:

\_\_\_\_\_

PAYMENT FOR COMPUTER EQUIPMENT FROM COUNTY WIDE DEBT

Motion by Stancil Ford, seconded by Tony Sizemore to approve an amount not to exceed \$44,000. from the county wide debt for computer equipment for the clerk and master and register of deeds.

Voting for: all  
Voting against: none

QUARTERLY REPORTS

Motion by Guy Collins, seconded by Larry Baker that the quarterly reports of the County Executive, Trustee, Schools, Garbage Collection, Road Department, Volunteer Fire Department and Sheriff;s Self Insurance be approved and filed.

Voting for: all  
Voting against: none

SOLID WASTE BOARD MEMBERS

Motion by Bud Jones, seconded by MAudie Briggs to appoint the following people to the solid waste board.

Larry Baker (term expires 12-17-98)  
Rusty Rouse (term expires 7-99)  
Stancil Ford (term expires 9-2000)  
Mike Minnick (term expires 6-99)

Motion by Keith Horner, seconded by Joe Spooone to table the above motion and put the vote on next month's agenda.

<u>Voting to table</u>	<u>Voting against table</u>	<u>Passing</u>
Keith Horner Joe Spooone	LARRY Baker Maudie Briggs Stancil Ford Doyle Fullington Herbert Harville Bud Jones Willie Osborne Frank Parker Bobby Reinhardt Tony Sizemore	Guy Collins

Motion by Willie Osborne, seconded by Maudie Briggs to accept the above nominations by acclamation.

Voting for: all except Keith Horner who voted NO.

THEREUPON MEETING ADJOURNED.



RESOLUTION-MEDICARE REIMBURSEMENT IN STATE OF TENNESSEE

Motion by Stancil Ford, seconded by Tony Sizemore that the following resolution be approved.

Voting for: all  
Voting against: none

*From the Governing Body of*  
**Hamblen County, Tennessee**  
**Resolution**

A RESOLUTION ENCOURAGING SENATORS FRED THOMPSON AND BILL FRIST AND CONGRESSMAN VAN HILLEARY TO TAKE APPROPRIATE ACTION TO INITIATE AN INVESTIGATION INTO MEDICARE REIMBURSEMENTS IN THE STATE OF TENNESSEE

WHEREAS, Tennessee is one of only two states that are not reimbursed for all loaded transport miles, only out of county mileage and counties such as Hamblen County with two hospitals receive little or no mileage reimbursement; and

WHEREAS, Tennessee reimbursement averages thirty percent (30%) less than adjacent states such as Kentucky, Alabama, Mississippi, and Georgia; and

WHEREAS, Tennessee and Hamblen County services are being reimbursed at less than cost for ambulance transport, therefore, local indigent care tax dollars are being utilized to cover the cost of transports; and

WHEREAS, Tennessee's and Hamblen County's citizens are paying the same medicare tax rate as adjacent states, therefore, our elderly citizens should be reimbursed at the same rate.

THEREFORE, BE IT RESOLVED by the Hamblen County Board of County Commissioners meeting in regular session on this 18<sup>th</sup> day of August, 1997, that this body encourages United States Senator Fred Thompson and Bill Frist and Congressman Van Hilleary to initiate an investigation into medical reimbursements in the State of Tennessee.

*In witness whereof we have hereunto set our hands and caused this seal to be affixed.*

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

CEO:080

# RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF  
HAMBLLEN COUNTY, TENNESSEE BY REZONING PARCEL  
007.01, GROUP H, OF THE LEONARD/MARGARET  
LAWSON PROPERTY LOCATED AT 6600 ~~FISHMAN~~ DRIVE  
Fisherman

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from R-1 to A-1 on Parcel 007.01 owned by Leonard/Margaret Lawson; and

WHEREAS, The Hamblen County Planning Commission does hereby recommend for the rezoning request;

NOW, THEREFORE, BE IT RESOLVED that the Hamblen County Board of Commissioners does hereby approve the rezoning and map amendment from R-1 to A-1 according to the attached map.

Motion was made by Joe Spone  
seconded by Maudie Briggs.

Voting For:

ALL

Voting Against:

NONE

ATTEST:

\_\_\_\_\_

AUTHENTICATED:

\_\_\_\_\_

DATE:

\_\_\_\_\_

PAYMENT FOR COMPUTER EQUIPMENT FROM COUNTY WIDE DEBT

Motion by Stancil Ford, seconded by Tony Sizemore to approve an amount not to exceed \$44,000. from the county wide debt for computer equipment for the clerk and master and register of deeds.

Voting for: all  
Voting against: none

QUARTERLY REPORTS

Motion by Guy Collins, seconded by Larry Baker that the quarterly reports of the County Executive, Trustee, Schools, Garbage Collection, Road Department, Volunteer Fire Department and Sheriff;s Self Insurance be approved and filed.

Voting for: all  
Voting against: none

SOLID WASTE BOARD MEMBERS

Motion by Bud Jones, seconded by MAudie Briggs to appoint the following people to the solid waste board.

Larry Baker (term expires 12-17-98)  
Rusty Rouse (term expires 7-99)  
Stancil Ford (term expires 9-2000)  
Mike Minnick (term expires 6-99)

Motion by Keith Horner, seconded by Joe Spoone to table the above motion and put the vote on next month's agenda.

<u>Voting to table</u>	<u>Voting against table</u>	<u>Passing</u>
Keith Horner Joe Spoone	Larry Baker Maudie Briggs Stancil Ford Doyle Fullington Herbert Harville Bud Jones Willie Osborne Frank Parker Bobby Reinhardt Tony Sizemore	Guy Collins

Motion by Willie Osborne, seconded by Maudie Briggs to accept the above nominations by acclamation.

Voting for: all except Keith Horner who voted NO.

THEREUPON MEETING ADJOURNED.