

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at its regular monthly meeting on February 19, 1998 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. George Rawn.

Upon roll call the following members were present:

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

MINUTES APPROVAL

Motion by Guy Collins, seconded by Stancil Ford 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 February, 19 98 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)
Helen Lucille Lawson James D. Wilder R. Lynn Gilmore	238 Laurel Street Morristown, TN 37813 587-2342	Walter State CC 585-2692 500 South Davey Crockett P Morristown, TN 37813
Kelley H. Simpson James D. Wilder R. Lynn Gilmore	1616 Old Oak Lane Morristown, TN 37814 586-5211	Walter State CC 585-2692 500 S. Davey Crockett Pky Morristown, TN 37813
Linda L. Henderson R. Lynn Gilmore James D. Wilder	1175 Sellers Rd Morristown, TN 37725 397-5345	Walter State CC 585-6811 500 S. Davey Crockett Pky Morristown, TN 37813
Christopher H Triplet Bonding Company	1124 Clarence Lane M'town, TN 37814 423-586-6949	201 W Morris Blvd. 423-587-7 Morristown, TN 37814 Union Planters Bank
Angela J. Lamb Bonding Company	819 McFarland ST Apt 4 M'town. TN 37814 423-586-7950	Jim W. Stanabaugh P.O. Box 1896 M'town. TN 37814 586-8110
Jim Stambaugh Bonding Company	327 Belle Meade Cr. M'town, TN 37814 423-586-8110	Atty P.O. Box 1896 Morristown, TN 37814 423-581-3095
Patsy A Coffey Bonding Company	1619 E Andrew Johnson Hwy Morristown, TN 37814 423-587-9802	Account Exec. Household Fin M'town, TN 37814 423-581-1930
Marvin Lynn Collins Bonding Company	605 Harville St Morristown, TN 37814 423-586-4484	Acct Exc. Househouse Fin Co 1619 E.A.J Hwy M'town, TN 423-581-1930 37814
Edith B. Ragan Bonding Company	1260 Kasey St. 423-581-7219 Morristown, TN 37814	Self- Employed
Clinton R Anderson Sandra J. Agee S.J. Anderson	2551 Kidwell Ridge Rd Morristown, TN 37814 423-581-5860	Atty; 508 W. 2nd. North St M'town, TN 37814 423-586-4971
Sam Jack Anderson Clinton Anderson Sandra J. Agee	1446 Darbee Dr M//t'own. TN 37814 423-586-1860	Atty: 508 W. 2nr N. St M'town, TN 37814 423-586-4971
T. Lorraine Stone Richard A. Stone Julia A. Fanney	421 Calloway Dr. M'town, TN 37814 423-581-8883	Vic-Pr. Mortgage 423-581-000 720 W. First N. St M'town, TN 37814
H E Owens Bonding Company	90J Colonial Dr. Morristown, TN 37814 423-581-9617	Sun-Trust Bank 423-585-6027 400 West Main St. Morristown, TN 37814
Kathy R. Greene John DeLeonardo D.D. Roberts	3020 Hamblen Dock Rd. Morristown, TN 37814 423-586-8295	C & R Development Co. Inc. P.O. Box 250 Morristown, TN 37815 423-581-2271
Terri Tuemler Cole Bonding Company	5539 Buckingham Dr Russellville, TN 423-581-2312	Hamblen County Bank 3610 W. Andrew Johnson St M'town, TN 37814 423-585-0095
Jeffery Mel Cooley Jason Kinsler Janer Hickman	1790 Seven Oaks Dr Morristown, TN 37814 423-581-3802	Philips/Maganavox 401 East A.J. Hwy Jefferson City, TN 37760 423-475-0692
Terri S. Moon Daniel J. Morgan Terri S Moon	1130 Millrace Rd 423-581-2451	Legal Assistant 581-4486 535 N. Jackson St. M'town, TN 37814
Janice Hope Snider Ronnie D. Moon Janice H. Snider Deborah Jo Brooks Bonding Comapny	4107 Lilly Lane M'town, TN 37814 423-587-4677 Rt. Box 300 Mooresburg, TN 37811 423-993-3523	Lawyer 535 N. Jackson St. M'town, TN 37814 423-581-4486 Lowland Credit Union Teller 1045 S Cumberland St Morristown, TN 37815 423-581-8345

*William Beck*

SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

Feb 13, 1998

DATE

(SEAL)

# CERTIFICATE OF ELECTION OF NOTARIES PUBLIC

As CLERK OF THE COUNTY OF Hamblen, TENNESSEE,

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NOTARY PUBLIC DURING THE Feb., 19 98 MEETING OF THE GOVERNING BODY:

NAME <small>(PRINT OR TYPE)</small>	HOME ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>	BUSINESS ADDRESS AND PHONE <small>(INCLUDE ZIP AND AREA CODES)</small>
James Q. Newman	6485 Clover Lane, Talbott, Tn. 423-587-6721 37877	Tax Enforcement Officer 511 West 2nd North St. Morristown, Tn. 37814 423-581-8712
Eugenia L. Newman	6485 Clover Lane, Talbott Tn. 37877 423-587-6721	Self Employed
Clarence P. Thompson	1309 Hodge Dr., Morr.Tn 423-586-9638 37814	Allstate 423-587-5511 416 W. First North St. Morristown, TN. 37814
Edward T. Rhines, Jr.	645 Ailshie Rd., Morr.TN/ 423-581-4621 37814	Silver Furniture Hancock St., Knox.Tn. 423-637-4541

*Arthur Beck*

SIGNATURE

CLERK OF THE COUNTY OF Hamblen, TENNESSEE

2-13-98

DATE

(SEAL)

LIBRARY BOARD MEMBER

Motion by Stancil Ford, seconded by Joe Spoone to appoint William Hale to the Library Board until 1999.

Voting for: all  
Voting against: none

BILLS

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

Voting for: all  
Voting against: none

## General Fund Bill List

Adrian Hale Pest Control	HD	19.00
	CH	59.00
	JC	38.00
	MALL	25.00
Brown Land Survey	HC	1,592.75
Business Info Systems	RD	345.00
Bradley's	HD	14.68
Citizen Tribune	EC	226.49
Culligan	HC	18.50
Custom Printing	RD	34.90
Evans	EXT	37.72
	RD	58.66
	HD	133.97
Food City	THF	186.43
Graybar	HD	160.00
Hobe Williams Wholesale	GS	500.00
Homestyle Laundry	HD	15.00
Kings Foodservice	THF	133.40
Lanier	HC	61.08
Lenord's Office	T	7.13
	A	21.60
Lowe's	THF	42.36
Marlin Data Systems	HD	639.42
Murrell Burglar Alarms	CH	40.00
	HD	36.58
Office Depot	HD	28.20
	CNC	276.73
	CRC	3.94
	INV	182.00
	CE	53.85
	A	35.50
	CM	140.36
	VSO	6.26
	PC	6.26
	JUV	1,033.72
Otis Elevator	CH	286.43
Paper Supply Co	INV	2,433.50
Pet Dairy	THF	33.97
Price & Price	JC	463.76
Rental Uniform Service	JC	43.68
	CH	131.04
Short-T Signs	JC	225.00
SoftTec	JUV	8,622.50
Sonny's Auto Repair	EMA	30.45
Teffeteller, Irma	HD	601.20
Town & Country	CH	20.00
	THF	320.24
Tidi Waste	HD	50.00
Wallace	INV	38.01
Ward Printing	CRC	628.00
Welding Supply	HD	14.00
Xerox	HC	405.75
	A	206.00
Bills presented after Finance		
Dr. C Blake	ME	10,000.00
Business Machines Co	HC	449.72
Dr. John Kinser	ME	1,200.00
<b>total general fund</b>		<b>32,416.74</b>

## Sheriff's Department

Audio Concepts	60.00
Baptist Hospital Cocke Co	757.44
Carroll Snyder Plumbing	2855.00
Citizen Tribune	15.60
City Towing	30.00
Crescent Ctr Drug	13.50
Denneny, James Dr	152.50
Doctor's Hospital Pharmacy	740.78
Doka, Steve Dr	301.00
Douthat, Marsha	3482.66
East Ridge Uniforms	423.50
Evans Office Supply	136.50
Express Lane	143.95
Food City #602	42.46
Free Service Tire	2278.28
Gall's	197.90
Hale Brothers Summit	9881.42
Hamblen Radiology Assc	35.00
Hunt, Robert M.D.	1279.00
Jimmy's Auto Parts	265.35
John's Stereo	12.95
Kaatom	89.42
Kings Foodservice	2716.82
Knoxville Fire Extinguisher	65.00
Lexis	70.58
M & M Micro Sales	60.00
Mathis Co	1089.00
Moore's Tractor	333.15
Morristown Ford	72.45
Morristown Hamblen Hosp	10503.00
Northern Janitorial, Inc	248.59
Office Depot	3.94
Pet Dairy	708.42
Reliable	131.84
Sherwin Williams	355.05
Son Shine Produce	422.85
Kerns Bakery	524.17
Tn Two Way	196.00
Tidi Waste Systems	163.00
Waddell Plumbing Service	300.00
Ward Printing	167.50
War Surplus Store	359.94
<b>Bills presented after Finance</b>	
Kavanagh, Eugene MD	100.00
<b>Sheriff Dept Total</b>	<b>41685.51</b>
<b>Garbage</b>	
Ball, Edward	63.00
Bradley's	9.65
Concrete & Materials	722.75
Hamblen Co./Solid Waste	43026.50
Hamblen Farmers Coop	1947.20
Jimmy's Auto Parts	753.67
Johnson Oil Co	45.90
Kentworth of TN	1321.41

## Garbage Cont...

Leroy Starter & Generator	85.00
Momar	149.90
Morristown Occupational	82.00
Recycling & Co	3571.10
Russellville Auto Parts	231.53
Sears	360.00
Tri-Blend	47.36
Wal-mart	99.84
Wayne's Auto Trim	100.00
Welding Supply	88.90
Wheels & Brakes	145.08
	52850.79

CABLE TV FRANCHISE-FRONTIERVISION

Motion by Stancil Ford, seconded by Larry Baker to approve the following franchise resolution with FrontierVision Cable.

RESOLUTION NO. \_\_\_\_\_

**CONSENT RESOLUTION AUTHORIZING THE TRANSFER OF  
CABLE TELEVISION FRANCHISE AND  
THE ASSIGNMENT OF THE ASSETS AND THE FRANCHISE AS COLLATERAL**

**WHEREAS**, Comcast Cablevision of the South, a Colorado general partnership ("Comcast") has been granted a franchise pursuant to that certain Franchise Resolution adopted on Feb. 19, 1998 (the "Franchise") to conduct, own and operate a cable television system (the "System") operating in the County of Hamblen, Tennessee (the "County"); and

**WHEREAS**, Comcast and FrontierVision Operating Partners, L.P. ("FrontierVision") have entered into an Asset Exchange Agreement, dated as of December 12, 1997 (the "Exchange Agreement"), providing for, among other things, the sale, assignment and transfer of the Franchise and the assets of the System to FrontierVision (the "Transfer") and requiring Comcast, on the terms and subject to the conditions set forth therein, to obtain certain required consents of governmental franchising authorities for the Transfer pursuant to applicable law and the Franchise; and

**WHEREAS**, Comcast, as Transferor, and FrontierVision, as Transferee, have submitted such information concerning the Transfer and FrontierVision as required by law and the Franchise and as requested by the County (collectively, the "Transfer Application"); and

**WHEREAS**, the County has reviewed the Transfer Application, examined the legal, financial and technical qualifications of FrontierVision, followed all required procedures in order to consider and act upon the Transfer Application, and considered the comments of all interested parties; and

**WHEREAS**, the Franchise is in full force and effect without default thereunder by Comcast as of the date hereof in accordance with its terms and conditions as set forth therein, and FrontierVision has agreed to comply with the Franchise and applicable law from and after the completion of the Transfer; and

**WHEREAS**, FrontierVision and its partners will need to grant one or more security interests and/or liens in or upon the Franchise and the System from time to time on or after the closing date of the Transfer (as defined in the Exchange Agreement) in order to secure the present and future indebtedness of FrontierVision; and

**WHEREAS**, the County believes it is in the interests of the residents of the County to approve the Transfer Application and the Transfer of the Franchise and the System to FrontierVision, to allow FrontierVision to secure its present and future indebtedness with

security interests and/or liens in or upon the Franchise and the System and to allow the parties owning or controlling FrontierVision to pledge their equity interests to secure FrontierVision's current and future indebtedness, all as described in the Transfer Application;

**NOW, THEREFORE, BE IT RESOLVED**, by the County as follows:

1. The County hereby approves the Transfer Application and the assumption by FrontierVision of the obligations of Comcast under the Franchise which relate to the time period after consummation of the Transfer and the closing of the transactions described in the Exchange Agreement and grants its consent for the Transfer to FrontierVision, or to any affiliated company under common control with or controlled by FrontierVision, as described in the Transfer Application.

2. FrontierVision is authorized to pledge, mortgage, transfer in trust and otherwise hypothecate the property and assets used or held for use in connection with the ownership and operation of the System, including the Franchise, and the parties owning or controlling FrontierVision are authorized to pledge, mortgage, transfer in trust and otherwise hypothecate their equity interests in FrontierVision as collateral security for such loans and financing (or for guarantees of such loans and financing) as may be incurred or assumed by FrontierVision from time to time.

3. In order to facilitate FrontierVision's financing arrangements with its lenders, the County hereby acknowledges that (i) the Franchise is valid and outstanding and in full force and effect on the date hereof; (ii) Comcast is in compliance with the provisions of the Franchise without default thereunder to the date hereof; and (iii) the current term of the Franchise will expire on the fifteenth anniversary of the Grant Date.

4. The County's grant of the Transfer Application and its consent to the Transfer to FrontierVision herein provided shall be effective immediately upon adoption of this Resolution, and shall continue and remain in effect upon the consummation of the Transfer and the closing of the transactions described in the Exchange Agreement, and FrontierVision shall notify the County promptly upon the closing of such transactions.

## FRANCHISE RESOLUTION

A RESOLUTION GRANTING A FRANCHISE TO COMCAST CABLEVISION OF THE SOUTH, A COLORADO GENERAL PARTNERSHIP, ITS SUCCESSORS OR ASSIGNS, TO OWN AND OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE COUNTY OF HAMBLLEN, TENNESSEE SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

WHEREAS, it is the mutual desire of the County of Hamblen and Comcast Cablevision of the South to adopt a cable television franchise on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby resolved by the County of Hamblen that the following Cable Television Franchise Resolution be and the same is hereby adopted.

SECTION 1: Short Title. This Resolution shall be known and may be cited as the "Comcast Franchise Resolution."

SECTION 2: Definitions. For the purpose of this Resolution the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. When not specifically defined herein, terms used in this franchise shall have the meaning ascribed to them in the Cable Act.

- a) "Cable Act" shall mean Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Section 521 et seq.;
- b) "Cable Service" shall mean:
  - (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and



ADOPTED by the County on this 17 day of February, 1998.

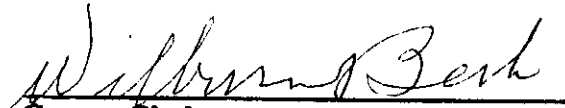
**HAMBLEN COUNTY COMMISSION**

By:

  
Name: David W. Purkey

Title: County Executive

**ATTEST:**

  
County Clerk

## FRANCHISE RESOLUTION

A RESOLUTION GRANTING A FRANCHISE TO COMCAST CABLEVISION OF THE SOUTH, A COLORADO GENERAL PARTNERSHIP, ITS SUCCESSORS OR ASSIGNS, TO OWN AND OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE COUNTY OF HAMBLEN, TENNESSEE SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.

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a) "Cable Act" shall mean Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Section 521 et seq.;

b) "Cable Service" shall mean:

(A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and

(B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service;

- c) "Cable Television System" or "System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Communications Act of 1934, except that such facility shall be considered a Cable System (other than for purposes of Section 621 (c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act; or (E) any facility of any electric utility used solely for operating its electric utility systems;
- d) "Company" is the grantee of rights under this Resolution awarding a franchise, being Comcast Cablevision of the South, a Colorado general partnership, or the lawful successor, transferee, or assignee thereof;
- e) "County" is the unincorporated areas of the County of Hamblen in the State of Tennessee, or, as appropriate in the case of specific provisions of this franchise, any board, bureau, authority, agency, commission, department of, or any other entity of or acting on behalf of, Hamblen County, Tennessee, or any officer, official, employee, or agent thereof, any designee of any of the foregoing, or any successor thereto.
- f) "FCC" shall mean the Federal Communications Commission, its designee, or any successor thereto;
- g) "Gross Subscriber Revenues" shall mean any and all gross revenues which are derived by the Company from its provision of Cable Service over the System within the County according to generally accepted accounting principles. However, "Gross Subscriber Revenues" shall not include franchise fees collected from Subscribers, bad debt nor any taxes imposed and/or assessed by law on Subscribers (such as State sales taxes) that the Company collects and pays in full to the applicable authorities;
- h) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind;
- i) "Subscriber" shall mean any Person lawfully receiving any Cable Service provided by the Company by means of or in connection with the System, whether or not a fee is paid for such Cable Service;

SECTION 3: Qualifications of Grantee and Grant of Authority. A public hearing concerning the franchise herein granted to the Company was held on \_\_\_\_\_, 1998 at \_\_\_\_\_ o'clock \_\_m. at the Hamblen County Courthouse. Public notice of said hearing was given in \_\_\_\_\_ on \_\_\_\_\_, 1998, which notice invited interested parties to participate in said hearing and comment upon the legal, character, financial, technical and other qualifications of the Company to operate a Cable Television System in the County. Said hearing having been held on the date and place stated hereinabove, and said hearing having been fully open to the public, and the County having received at said hearing all comments regarding the qualifications of the Company to receive this franchise, the County hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's construction arrangements are adequate and feasible, and that therefore the County hereby grants to the Company a non-exclusive franchise, right and privilege to construct, erect, operate, modify and maintain in, upon, along, across, above and over and under the highways, streets alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto, in the County, poles, wires, cables, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the County of a Cable Television System as allowed by federal law and by Tennessee statutes for the purpose of distributing television and radio signals and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth and as allowed by Tennessee statutes.

SECTION 4: Franchise Term and Renewal. The Franchise granted the Company herein shall terminate fifteen (15) years from date of this grant subject to renewal for periods of reasonable duration and on such terms and conditions as may be established by the County. The Company's application for franchise renewal shall be subject to and governed by Section 626 of the Cable Act (47 U.S.C. Section 546).

SECTION 5: Payments to the County. The Company shall, during each year of operation under this Franchise, pay to the County five (5%) percent of the annual Gross Subscriber Revenues received by the Company for services rendered within the County for the prior year. At the time of payment, the Company shall furnish the County with a report showing the Company's annual Gross Subscriber Revenues during the preceding year. Each annual payment will be made to the County within 90 days after the end of the Company's fiscal year.

SECTION 6: Oversight.

- a) County's right of Oversight. The County shall have the right to oversee, regulate, and, on reasonable notice, periodically inspect the construction, operation, maintenance and upgrade of the System, and all parts thereof, in accordance with the provisions of this franchise and applicable law, including the County's police power.
- b) Reports. Upon prior written request of the County, the Company shall promptly submit to the County such information as the County may request regarding the Company's compliance with any term or condition of this franchise. Any confidential

and/or proprietary information submitted to the County pursuant to this Section 6 shall be maintained as confidential and/or proprietary by the County.

- c) Records. The Company shall keep full, true, accurate and current books of account reflecting Gross Subscriber Revenues, which books and records shall be made available for inspection and copying by the County's designee at all reasonable times during normal business hours. Records shall be maintained for a period of three (3) years during the term of the Franchise and subsequent to any termination or expiration thereof.
- d) File for Public Inspection. Throughout the term of this franchise, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required to be maintained for public inspection pursuant to the FCC's rules and regulations.

SECTION 7: Rates, Fees and Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Company for any Cable Service shall be in accordance with the FCC's rate regulations as set forth in Section 623 of the Cable Act and the rules promulgated in Part 76 subpart N thereunder, including, but not limited to, Section 623(d), which states in part "A cable operator shall have a rate structure, for the provision of [C]able [S]ervice, that is uniform throughout the geographic area in which [C]able [S]ervice is provided over the [C]able [S]ystem." Before any new or modified rate, fee, charge, deposit or associated term or condition may be imposed, the Company must follow the applicable FCC notice requirements and rules and notify affected Subscribers (which may be by any means permitted under applicable law).

SECTION 8: Customer Service.

- a) Compliance with FCC Standards and Rules. The County hereby adopts the customer service standards and rules set forth in Part 76 section 76.309 of the FCC's rules and regulations. The Company shall comply in all respects with the customer service requirements established by the FCC pursuant to Section 632 (c) of the Cable Act (47 U.S.C. Section 552 (c)).
- b) Local Office; Complaint Procedures. During the term of this Franchise, and any renewal thereof, the Company shall maintain a local business office or agent for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters as prescribed by federal law and Tennessee statutes. The provisions of this Section shall be complied within 25 airline miles of the principal coordinates of the County and provides the County Manager's office with the name, address and phone number of a person who will act as the Company's agent to receive all complaints regarding the quality of service, equipment malfunctions and similar matters. Maintenance of an office in Greenville, Tennessee shall be deemed to satisfy this obligation. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours Monday through Friday excluding legal and Company holidays. Any service complaints from

subscribers shall be investigated and acted upon as soon as possible. The company shall keep a maintenance service log which will indicate the nature of each service complaint and the time and date thereof. This log shall be made available for periodic inspection by the County, consistent with applicable privacy laws.

SECTION 9: Liability and Indemnification. The Company shall pay, and by its acceptance of this the franchise the Company expressly agrees that it will pay, all damages, including the County's attorney's fees, and penalties which the County may legally be required to pay as a result of the Company's negligence in the installation, operation or maintenance of the Cable Television System authorized herein. The Company hereby agrees to indemnify and hold the County harmless against any and all claims arising out of the negligence in the operation of the Cable Television System authorized by this franchise. The County shall notify the Company's representative within fifteen (15) days after the presentation of any claim or demand to the County, either by suit or otherwise, made against the County on account of any negligence or contract as aforesaid on the part of the Company. The Company further agrees as follows:

- a) Company shall carry Worker's Compensation insurance with Tennessee statutory limits, and Employer's Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000), which shall cover all operations to be performed by Company as a result of this Resolution.
- b) Company shall carry Comprehensive General Liability and Comprehensive Automobile Liability insurance with bodily injury limits of not less than One Million Dollars (\$1,000,000).
- c) Company agrees to furnish County with certificates of insurance of said policies, which shall provide that insurance shall not be canceled unless ten days' prior written notice shall first be given to the County.
- d) It is expressly agreed and understood that the Company is an independent contractor and in no event shall Company's employees be deemed to be employees of the County.

SECTION 10: System Construction, Maintenance and Procedures

- a) The Company agrees that in consideration of the County's grant of this renewal franchise it shall, within twenty four (24) months of the date of the County's adoption of this Comcast Franchise Resolution, upgrade the existing Cable Television System so that the System will be capable of providing a minimum of 54 channels of video programming and comply with all FCC technical requirements.
- b) The Company's system, poles, wires and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons, or interfere with any improvements the County may deem proper to make, or unnecessarily hinder or obstruct the free use of the streets, alleys, bridges, easements or public property.

- c) Extension of service shall not be required into an area which does not meet the requirements set forth in Section 11 of this Franchise.
- d) All transmission and distribution structures, lines and equipment erected by the Company within the County shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.
- e) In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the County, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed in as good condition as before said work was commenced.
- f) In the event that at any time during the period of this franchise the County shall lawfully elect to alter or change the grade of any street, alley or other public way, the company upon reasonable prior written notice by the County, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
- g) The Company shall not place poles or other fixtures where the same will interfere with any properly located gas, electric or telephone fixture, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such manner as not to interfere with the usual traffic on said streets, alleys and public ways.
- h) The Company shall, on the reasonable prior written request of any person holding a building or moving permit, issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than fifteen (15) days advance notice to arrange for such temporary wire changes.
- i) The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the County so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company.
- j) The Company shall provide one standard installation outlet and free basic and expanded basic service to such outlet in each public and private school in the County that is located within 200 feet of the Company's activated plant. Additional outlets in any of the public or private schools shall be provided at the Company's cost. The Company shall also provide one standard installation outlet and free basic and expanded basic service to such outlet in each governmental building within the County that is located within 200 feet of the Company's activated plant. Additional outlets

and services in any governmental building shall be provided at the Company's standard rates.

SECTION 11: Line Extensions. To provide for a reasonable and nondiscriminatory policy governing extensions of Cable Service within the County, which policy was subject to public review in the public proceeding leading to the award of this franchise, Company shall extend service to new Subscribers, at the normal installation charge and monthly rate for customers of that classification, under the following terms and conditions:

- a) Where the new Subscriber, or nearest Subscriber of a group of new Subscribers is located within 500 feet of existing trunk cable; and
- b) Where the number of homes to be passed by such new extension cable plant equals or exceeds 25 homes per mile.
- c) In the event the requirements of Subsections (a) and (b) are not met, the installation cost per Subscriber shall be determined as set forth in Exhibit A attached hereto.

SECTION 12: Compliance with Standards. All facilities and equipment of Company shall be constructed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code and such applicable ordinances and regulations set forth by the County and/or any other local, state or federal agencies.

SECTION 13: Company Rules and Regulations. The Company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this Franchise, and to assure an uninterrupted service to each and all of its customers. However, such rules, regulations, terms and conditions shall not be in conflict with the provisions hereof or of federal and state laws.

SECTION 14: Procedures. The Company shall be a party to any proceedings in which its rights, privileges or interests would be affected and shall be fully entitled to due process.

SECTION 15: Approval of Transfer. The Company shall not sell or transfer its System to another, nor transfer any rights under this franchise to another without the prior written approval of the County, and such approval shall not be unreasonably withheld if the vendee, assignee or lessee has filed with the appropriate official of the County an instrument duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this franchise and agreeing to perform all conditions thereof and so long as the vendee, assignee or lessee meets the standards required of Company under Section 3 of this Resolution.

SECTION 16: Compliance with FCC Rules and Regulations and State Statutes. The Company shall, at all times, comply with the statutes, rules and regulations governing cable television system operations promulgated by the FCC and the State of Tennessee. This shall include adherence by the Company to FCC rules regarding technical and engineering



specifications involved in the construction of the Cable Television System and signal carriage therein.

SECTION 17: Publication Costs. The Company shall assume the costs of the publications of this franchise as such publication is required by law. A bill for publication costs shall be presented to the Company by the appropriate County officials upon the Company's filing of its acceptance of this franchise and the said publication costs shall be paid within five (5) days of receiving an invoice therefor.

SECTION 18: Activities Prohibited.

- a) The Company shall not allow its cable or other operations to interfere with television reception of persons not served by the Company, nor shall the System interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents of the County.
- b) The Company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, provided that nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any Subscriber coming within such classification would be entitled.

SECTION 19: Theft of Services and Tampering

- a) No person, whether or not a Subscriber to the Cable System shall willfully, maliciously or otherwise damage or cause to be damaged any wire, cable, conduit, apparatus, appurtenance or equipment of a franchisee operating a cable television system within the County, or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire or device to a wire, cable conduit, apparatus, appurtenance or equipment of such franchisee, or to obtain cable television or other communications service with intent to cheat or defraud said franchisee of any lawful charge to which it is entitled.
- b) Whoever shall violate any provision of this Section shall be subject to the provisions of the Cable Act and any other statute or regulation. The penalties provided in this Section shall be enforced by appropriate proceedings instituted by the County or the Company. The County shall cooperate and assist the Company in such enforcement efforts.

SECTION 20: Separability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 21: Resolutions Repealed. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed.

This Resolution is granted this \_\_\_ th day of \_\_\_\_\_, 1998.

HAMBLEN COUNTY COMMISSION

ATTEST:

By: Herbert H. Hamill  
Title: Chair

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

## EXHIBIT A

### LINE EXTENSION FORMULA

The Company will extend its trunk and distribution system to service new Subscribers requesting service after the date hereof at the normal installation charge and monthly rate under the following terms and conditions.

- a) Where the new Subscriber or Subscribers requesting service are all located within 500 feet from existing trunk cable, and
- b) Where the number of homes to be passed by such extension is equal to or greater than 30 homes per mile of such extension.

In the event that the requirements set forth in (a) and (b) above are not met, The Company will extend its cable television system based upon the following cost-sharing formula.

1.  $\frac{\text{Total Cost to Construct Extension}^*}{\text{Miles of Extension}} = \text{Cost Per Mile of Extension}$
2.  $\frac{\text{Total Cost Per Mile of Extension}}{25} = \text{Company's Share Per Home}$
3.  $\frac{\text{Total Cost Per Mile of Extension}}{\text{Subscribers Requesting Service}} = \text{Cost Per Subscriber}$
4.  $\text{Cost Per Subscriber minus Company's Share Per Home} = \text{Subscriber's Share}$

\* Total Cost to Construct Extension is defined as the actual turn-key cost to construct the entire extension including electronics, pole make-ready charges, labor and the cost of the house drops.

BANKING CONTRACT-SUNTRUST

Motion by Willie Osborne, seconded by Joe Spoone to approve a two year option on the banking contract with SunTrust Bank. After these two years, it will be put out for bid.

Voting for: all  
Voting against: none

SALE OF ROAD DEPARTMENT BUILDING

Motion by Bobby Reinhardt, seconded by Eldridge Bryant to accept the bid of \$121,100.01 for the current road department building.

Voting for: all  
Voting against: none

COURTHOUSE ANNEX

Motion by Keith Horner, seconded by Larry Baker to negotiate with Hutchins Associates as architects for the courthouse annex. If an agreement of 5% or less can't be reached, the county will negotiate with Bill Denton.

Voting for: all  
Voting against: none

HOUSE NEXT TO COURTHOUSE

Motion by Keith Horner, seconded by Frank Parker to advertise the house next door to the courthouse for sale. The purchaser will move the house to another location.

Voting for: all EXCEPT Guy Collins who PASSED.

COMMUNICATION EQUIPMENT FROM TEMA

Motion by Larry Baker, seconded by Stancil Ford to grant award for Communication Equipment from TEMA.

Voting for: all  
Voting against: none

BUDGET AMENDMENT-SCHOOLS

Motion by Willie Osborne, seconded by Bud Jones to approve the following budget amendment on the condition that someone from the school board attend the next meeting to explain the figures in the amendment.

Voting for

Keith Horner  
Bud Jones  
Willie Osborne  
Frank Parker  
Tony Sizemore

Voting against

Larry Baker  
Maudie Briggs  
Eldridge Bryant  
Guy Collins  
Stancil Ford

Doyle Fullington  
Herbert Harville  
Bobby Reinhardt  
Joe Spoone

EXPENDITURES CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	
71100-116	TEACHERS	15208748	113195		15321941	*
71100-201	SOCIAL SECURITY	1048114	7018		1055132	*
71100-204	RETIREMENT	1048490	4403	321031	731862	CONTRACT WITH CHLD AND FAMILY - LAKEWAY ACADEMY28000
71100-212	MEDICARE	245123	1841		246784	*
71100-399	OTHER CONTRACTED SERVICES	108507	28000		136507	CONTRACT WITH CHLD AND FAMILY - LAKEWAY ACADEMY28000
50 71100-429	INSTRUCTIONAL SUPPLIES	317364	602		317966	DARE WORKBOOKS 7TH GRADE
71100-722	REGULAR INSTRUCTIONAL EQUIPMENT	1362072	170642		1532714	TECHNOLOGY LITERACY GRANT 87440 + 83202
71200-116	TEACHERS	2284847	27442		2312289	REIMBURSEMENT STATE CASE MANAGER GRANT 10392
71200-201	SOCIAL SECURITY	153678	1057		154735	*
71200-204	RETIREMENT	154763	663	19017	136409	*
71200-212	MEDICARE	35532	247		35779	*
71300-116	TEACHERS	1631058	12025		1643083	*
71300-201	SOCIAL SECURITY	108620	748		107386	*
71300-204	RETIREMENT	110821	468	13413	97876	*
71300-212	MEDICARE	24935	174		25109	*
71300-399	OTHER CONTRACTED SERVICES	0	1205		1205	*
71600-116	TEACHERS	96096	1550		97646	ADULT ED BUDGET
71600-201	SOCIAL SECURITY	8242	98		8338	ADULT ED BUDGET
71600-204	RETIREMENT	3387	1171	318	4240	ADULT ED BUDGET
71600-206	LIFE INSURANCE	122	1		123	ADULT ED BUDGET
71600-207	MEDICAL INSURANCE	8358		194	8164	ADULT ED BUDGET
71600-210	UNEMPLOYMENT	53	175		228	ADULT ED BUDGET
71600-212	MEDICARE	1928	22		1950	ADULT ED BUDGET
71600-299	OTHER FRINGE BENEFITS	0	2000		2000	ADULT ED BUDGET
63 71600-429	OTHER SUPPLIES AND MATERIALS	10333	6051	0	16384	MONIES RECEIVED FROM SPANISH CLASS
71600-599	OTHER CHARGES	10896	1388		12084	*
72110-130	SOCIAL WORKERS	35841	280		36101	*
72110-201	SOCIAL SECURITY	4668	16		4684	*
72110-204	RETIREMENT	3254	10	290	2974	*
72110-212	MEDICARE	1092	4		1096	*
72130-123	GUIDANCE COUNSELORS	581558	4165		585723	*
72130-201	SOCIAL SECURITY	35809	258		36067	*
72130-204	RETIREMENT	37541	162	4645	33058	*
72130-212	MEDICARE	8375	60		8435	*
72210-105	SUPERVISOR	34293	170		34463	*
72210-201	SOCIAL SECURITY	4787	11		4778	*
72210-204	RETIREMENT	3176	7	190	2993	*
72210-212	MEDICARE	1115	2		1117	*
72220-105	SUPERVISOR	61321	285		61606	*
72220-161	SECRETARIES	36399	5702		42101	REIMBURSEMENT STATE CASE MANAGER GRANT
72220-201	SOCIAL SECURITY	6490	18		6508	*
72220-204	RETIREMENT	4511	11	318	4204	*
72220-212	MEDICARE	1518	4		1522	*
72220-355	TRAVEL	10734	1083		11817	REIMBURSEMENT STATE CASE MANAGER GRANT
72230-105	SUPERVISOR	48940	270		49210	*
72230-201	SOCIAL SECURITY	4449	17		4466	*
72230-204	RETIREMENT	3709	11	302	3418	*
72230-212	MEDICARE	1041	4		1045	*

72240-196	59 INSERVICE TRAINING	0	5649		5649	EDUCATION EDGE
72240-201	59 SOCIAL SECURITY	0	350		350	EDUCATION EDGE
72240-204	59 RETIREMENT	0	219		219	EDUCATION EDGE
72240-212	59 MEDICARE	0	82		82	EDUCATION EDGE
72240-308	59 CONSULTANTS	0	1500		1500	EDUCATION EDGE
72240-355	59 TRAVEL	0	800		800	EDUCATION EDGE
72240-457	59 INSERVICE STAFF DEVELOPMENT	0	1200		1200	EDUCATION EDGE
72240-499	59 OTHER SUPPLIES AND MATERIALS	0	7500		7500	EDUCATION EDGE
72240-599	59 OTHER CHARGES	0	700		700	EDUCATION EDGE
72260-599	OTHER CHARGES	0	2546		2546	ADULT ED
72320-101	COUNTY OFFICAL/ADMINISTRATIVE OFFICER	75168	750		75918	*
72320-103	ASSISTANT	63693	640		64533	*
72320-201	SOCIAL SECURITY	11682	87		11769	*
72320-204	RETIREMENT	10287	54	1551	8790	*
72320-212	MEDICARE	2732	20		2752	*
72410-104	PRINCIPALS	919478	29700		949178	*
72410-139	ASSISTANT PRINCIPALS	353872	10904		364776	*
72410-201	SOCIAL SECURITY	118813	439		119252	*
72410-204	RETIREMENT	96195	276	7908	90563	*
72410-212	MEDICARE	27787	103		27890	*
72510-119	BOOKKEEPER - ACCOUNTANTS	54344	255		54599	*
72510-201	SOCIAL SECURITY	6333	16		6349	*
72510-204	RETIREMENT	4259	6	281	3964	*
72510-212	MEDICARE	1481	4		1485	*
72710-105	SUPERVISOR	48821	285		49106	*
72710-201	SOCIAL SECURITY	42877	18		42895	*
72710-204	RETIREMENT	16800	11	318	16493	*
72710-212	MEDICARE	10028	4		10032	*
72710-453	VEHICLE PARTS	77250	2914		80164	*
72810-105	SUPERVISOR	47613	130		47743	*
72810-120	COMPUTER PROGRAMMER	34163	130		34293	*
72810-189	OTHER SALARIES AND WAGES	214428	310		214738	*
72810-201	SOCIAL SECURITY	18365	35		18400	*
72810-204	RETIREMENT	8036	22	375	7683	*
72810-212	MEDICARE	4295	8		4303	*
73000-105	SUPERVISOR	75660	535		76195	*
73000-201	SOCIAL SECURITY	4815	33		4848	*
73000-204	RETIREMENT	5048	21	597	4472	*
73000-212	MEDICARE	1126	8		1134	*
73300-105	SUPERVISOR	39826	290		40116	*
73300-201	SOCIAL SECURITY	9535	18		9553	*
73300-204	RETIREMENT	2589	11	323	2277	*
73300-212	MEDICARE	2230	4		2234	*
		27292118	463079	371071	27384123	
	NET INCREASE		92008			

\* STATE SALARY INCREASE

AMENDMENT #2 GENERAL PURPOSE SCHOOL BUDGET

HAMBLEN COUNTY SCHOOLS 1997-98

REVENUES CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	
43512	TUITION ADULT EDUCATION	0	4240	0	4240	MONIES RECEIVED FROM SPANISH CLASS
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	85000	1205	0	86205	DAY CARE EAST HIGH
43990	OTHER CHARGES FOR SERVICES	1230	602	0	1832	FROM COUNTY DUI FUND
44520	INSURANCE RECOVERY	378034	2914	0	380948	RECEIVED FROM INSURANCE CO.
46511	BASIC EDUCATION PROGRAM	20668870	0	133000	20535870	STATE MONIES FOR 2 % SALARY INCREASE
46990	OTHER STATE FUNDS	119200	17177	0	136377	REIMBURSEMENT STATE CASE MANAGER GRANT
47590	OTHER FEDERAL THROUGH STATE	28599	170642	0	199241	TECHNOLOGY LITERACY GRANT 87440 + 83202
47120	ADULT BASIC EDUCATION	149037	10228	0	159265	ADULT ED.
47144	EDUCATION EDGE	0	18000	0	18000	EDUCATION EDGE
		21429970	225008	133000	21521978	
	NET INCREASE		92008			

ROAD ACCEPTANCE

Motion by Joe Spoone, seconded by Tony Sizemore that the following roads be accepted into the Hamblen County road system.

Autumn Lane  
Creek View Lane

Voting for: all  
Voting against: none

REZONING REQUEST

Motion by Joe Spoone, seconded by Eldridge Bryant to rezone the following property with the stipulation that Joe Wayne Reynolds build his own entrance from E Andrew Johnson Hwy into his grandfathered business.

Voting for: all  
Voting against; none

## RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLLEN COUNTY, TENNESSEE BY REZONING PART OF PARCEL 056.11, MAP 026, LOT 8, OF THE JOE WAYNE REYNOLDS PROPERTY LOCATED AT 4791 EAST A.J. HWY.

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from A-1 to C-1 on Part of Parcel 056.11 owned by Joe Wayne Reynolds;

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 A-1 to C-1 according to the attached map.

Motion was made by \_\_\_\_\_  
seconded by \_\_\_\_\_.

Voting For:

Voting Against:

ATTEST:

\_\_\_\_\_

AUTHENTICATED:

\_\_\_\_\_

DATE:

\_\_\_\_\_



RAILROAD CROSSING

Motion by Guy Collins, seconded by Larry Baker that a resolution be sent saying that there have been numerous complaints about railroad crossings being blocked.

Voting for: all  
Voting against: none

THEREUPON, MEETING ADJOURNED.

QUARTERLY REPORTS

Motion by Frank Parker, seconded by Guy Collins that the quarterly reports of the County Executive, Trustee, Schools, Garbage Collection, Road Department, Volunteer Fire Department and Sheriff's Self-Insurance fund be approved and filed.

Voting for: all  
Voting against: none

THEREUPON MEETING ADJOURNED.