

BE IT REMEMBERED that the Legislative Body Session for Hamblen County Tennessee met at its regular monthly meeting on May 17, 1993 at 5:00 p.m. in the Hamblen County Courthouse with the Honorable Stancil Ford presiding.

The Legislative Body Session was opened by Sheriff Charles Long.

Invocation was given by Commissioner Eldridge Bryant.

Upon roll call the following members were present:

Larry Baker	Kelley Hinsley
Maudie Briggs	Bud Jones
Eldridge Bryant	Frank Parker
Guy Collins	Bruce Sluder
Stancil Ford	Joe Spoone
Herbert Harville	Mildred Thompson

Absent: Willie Osborne
Bobby Reinhardt

HIGHWAY #66-CORRECTIVE ACTION

Motion by Bud Jones, seconded by Guy Collins that the Highway Department be asked to take all possible action to correct the dangers at the intersection at SR-160 by-pass and Valley Home Rd.

Voting for: all
Voting against: none

MINUTES APPROVAL

Motion by Joe Spoone, seconded by Eldridge Bryant to approve the minutes of the previous meeting.

Voting for: all
Voting against: none

NOTARIES AND BONDSMEN

Motion by Guy Collins, seconded by Joe Spoone that the following notaries and their bondsmen be approved.

Voting against: none
Voting for: all

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 May, 19 93 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
Connie E. Greene Southern States Ins.	1218 McConnell ST. Morristown, Tn. 37814	First Tn. Bank 1112 West First North ST. Morr. Tn. 37814 615-586-8021
C. Ann Gibson Southern States Ins.	2003 Lakeview Ave. Jefferson City, Tn. 37760 615-475-3820	" " " "
Linda T. Hodges Gene J. Quarles J.D. Gray Geraldine Branton Bible Ins.	809 Drinnon DR. Morristown, TN. 37814 615-586-0522 794 Noe's Chapel Rd. Morristown, TN. 37814 615-586-4756	First Baptist Church 504 W. Main ST. Morr. TN. 378 615-586-4497 37814 Shelby Williams, Inc. 150 Shelby Williams Rd. Morr. TN. 37814 615-586-7000
Becky Kelly (Arwood) Adrian Hale Alan Hale	2350 Raritan DR. Morristown, Tn. 37814 615-587-2957	Adrian Hale Pest Control 5476 ST. Paul Rd., Morr. TN 615-581-3828
Noah H. Wilson, Jr. Bonding Co.	1501 Lacefield Dr. Morristown, TN. 37814 615-586-3067	Risk Management Sev., Inc. 628 E. Morris Blvd., Morr. TN 615-586-2002 37814
Connie D. Scudder Richard Chappell Mike Helton	2180 Essex Lane Morristown, TN. 37814 615-586-9196	ReMax Real Est. One 4780 West A. J. Hwy, Morr. TN. 615-581-8881 37814
Bruce E. Baker Jerry N. Isaacs Glenn Thompson Brenda S. Saylor Bonding Co.	881 Ravenwood Dr. Morristown, TN. 37814 615-587-6438 1593 Pleasant View Dr. Talbott, TN. 37877 516-586-0330	Pioneer Pet. Co. P.O. Box 1176, Morr. TN. 37814 615-586-7090 Franklin Federal Sav. Bank 622 W. 1st. North ST. Morr. TN. 37814 615-586-3820
Patricia A. Barbee Bonding Co.	714 W. Charles St. Morristown, TN. 37814 615-586-9145	DElmer VAughn P.O. Box 1633 114 Inman St. Morr. TN. 37814 615-586-3042
Edward T. Rhines, Jr. Bonding Co/.	637 Ailshie Rd., Morr. TN.	Shelby Williams Ind. Morristown, TN. 37814
H. Scott Reams James W. Harrison David Tilson	3324 landmark DR. Morristown, TN. 37814 615-581-0874 2585 Sharon Circle Talbott, Tn. 37877 615-586-5952	Attorney Morristown, TN. 37814 615-586-9302 Dr. DAN E. Hale 1621 W. Morris Blvd. Morristown, TN. 37814 615-581-1100

Shelby Williams

SIGNATURE

(SEAL)

CLERK OF THE COUNTY OF Morristown, TENNESSEE

May 17, 1993

DATE

BILLS RECOMMENDED FOR PAYMENT - APRIL 17, 1993

Ace Hydraulics (G)	22.72	Quill Corp. (T)	60.96
		(EC)	75.23
Adrian Hale Pest Control (CH)	57.00	Rental Uniform (JC)	127.80
(JC)	17.00	(CH)	70.40
(HD)	17.00		
Aqua Trol (JC)	213.97	Ryder Truck Rental (EC)	91.03
Ball, Elward T. (G)	24.50	Sherwin-Williams (JC)	20.38
Bob Barker Company (THF)	63.93	Smithkline Beecham Lab (HD)	27.25
Celluar One (EMA)	21.75	State of Tennessee (CnC)	292.00
Citizen Tribune (CE)	136.80	Sunrise Distributors (THF)	18.70
(EC)	351.41	Ted Russell Ford (G)	79.66
Comptroller of the Treas. (PC)	354.37	Third National Bank (CnC)	28.55
Crescent Center Drugs (HD)	4.08	Trustee of Hamblen Co. (EMA)	45.56
(THF)	5.75	(Juv)	13.60
Davis, Eddie R. (CC)	250.00	Viking Office Products (T)	291.16
Dial-Page (CrC)	28.00	Walker Bros. Towing (G)	75.00
(THF)	31.00		
(Juv)	28.00	Wal-Mart (Reapp)	76.47
Evan's Office City (CM)	86.20	(PC)	11.76
(PC)	4.56	(EMA)	154.57
(CE)	175.60	(CH)	143.05
(CnC)	80.00	(HD)	191.84
(T)	142.13	Ward Printing (EC)	257.00
Freightliner of Knoxville (G)	349.66	(CrC)	242.00
Food City #602 (THF)	28.78	(RD)	28.50
Gall's Inc. (THF)	35.48	Western Sizzlin Steak House (CrC)	908.98
Ham. Co. Sheriff's Dept. (THF)	328.00	Xerox (HC)	454.00
Hasson-Bryan Hardware (G)	5.16		
Hill, Robert C. (CC)	150.00	-----	
Inman, John L. (EC)	525.00	<u>OVER \$1,000</u>	
Jimmy's Auto Parts (G)	136.77	Capps, Cantwell & Capps (HC)	2,000.71
Leonard's Office Equip. (Juv)	299.00	Comptroller of the Treas. (Reap)	4,978.00
(CnC)	98.80	Hamblen Farmers Coop (G)	1,420.00
(T)	677.00	Ham-Morr Solid Waste (G)	31,224.57
Letter Shop (CnC)	187.50	Lakeway Recycling (G)	3,788.85
(CE)	35.00	Price & Price Mech. (HD)	1,450.00
McQuiddy Printing (EC)	243.63	(JC)	1,975.05
M'town Starter & Gen. (G)	160.00	Universal Forms (CrC)	1,025.45
Murrell Burglar Alarm (HD)	20.00		
NAPA Auto Supply (G)	78.15		
Nat. Found. for Mort. Care (EMA)	10.00		
Nasco (Ext)	5.32		
Newman, Jim (T)	163.24		
Newman Traffic Signs (HC)	130.11		
Otis Elevator (CH)	241.75		
Pioneer Petroleum (G)	480.94		
Price, Leslie S. (EC)	525.00		

MORRISTOWN HAMBLLEN LIBRARY BOARDMEMBERS

Motion by Larry Baker, seconded by Herbert Harville that Verdie Warren and Tom Hale be appointed as members on the Morristown-Hamblen Library Board, for a three year term beginning July 1, 1993

Voting for: all

Voting against: none

NOLICHUCKEY REGIONAL LIBRARY BOARD MEMBER

Motion by Bud Jones, seconded by Eldridge Bryant that Walter Blair be appointed to the Nolichuckey Regional Library Board, for a three year term beginning July 1, 1993.

Voting for: all

Voting against: none

BILLS

Motion by Guy Collins, seconded by Maudie Briggs that all of the following bills be approved and paid.

Voting for: all

Voting against: none

BILLS RECOMMENDED FOR PAYMENT - SHERIFF'S DEPT. - APRIL 17, 1993

Add-Rite	51.18
Booker, Sams & Payne, MD's	20.00
Bradley's	25.50
Bugs Exterminating Co.	20.00
Camera Castle	56.88
Continental Research Corp.	101.23
Doks, Steve L., DDS	90.00
Ed's Supply Co., Inc.	139.84
Evan's Office Supply	146.66
Express Lane	160.00
Flav-O-Rich, Inc.	498.89
Hale Brothers	661.17
Jimmy's Auto Parts	17.82
Katom	97.01
Kern's Bakery	590.93
Lakeway Transportation, Inc.	311.42
Leonard's Office Equip.	30.00
Morristown Hamblen EMS	130.00
Morristown Hamblen Hospital	659.20
Muffler & Auto Center	35.00
Payne, Booker & Sams, MD's	70.00
R & R Uniforms	315.66
Sunrise Distributors	516.40
Tires Unlimited	520.00
Wal-Mart	191.84

OVER \$1,000

Clevenger's Meat Market	1,346.85
Doctor's Hospital Pharmacy	1,790.41
Institutional Distributors	1,199.39
King's Food Service	4,541.18
Tarr Chevrolet Co., Inc.	1,520.80

BILLS NOT REVIEWED BY COMMITTEE

ABBREVIATIONS

(Received After Meeting)

Bridge Computer Systems (HC)	90.00
Maintenance of Computer	
Cherokee Mental Health (SD)	423.00
Medical Services - Inmates	
Correctional Enterprises (SD)	971.37
Printed Forms	
Cytology Screening (HD)	30.00
Lab Services	
Ericson GE Mobile Comm. (EMA)	725.40
Radio	
Galls (EMA)	155.93
Lights	
Hale, Gerri (CRDP)	22.44
Reimbursement	
Kinser, John H., MD (SD)	4,313.68
Medical Services - Inmates	
(ME)	680.00
Medical Examiner	
Lamb, Roger (SD)	67.73
Reimbursement	
Long, Charles (SD)	82.98
Reimbursement	
Morristown-Hamblen Hospital (SD)	97.00
Medical Services - Inmates	
Nasco (Ext)	16.41
Supplies	
Price & Price Mechanical (CH)	54.00
Maint. on Air Conditioner	
Purkey, Joe (PC)	82.06
Reimbursement	
Radio Communications (EMA)	50.00
Site Rental	
ST of TN - Dept of Rev. (CnC)	292.00
Contract - State Computer	
Trustee of Hamblen Co. (WP)	28.15
Gasoline	
Viking Office Products (T)	570.52
Office Supplies	
Wal-Mart (SD)	7.88
Jail Supplies	
Welding Supply Co. (HD)	20.00
Fire Equip. Inspection	
Mathis Co.	218.70
Quill Corp	180.62

A	Assessor
AG	Attorney General
CC	County Coroner
CE	County Executive
CH	Courthouse
CM	Clerk & Master
CnC	County Court Clerk
Com	Commission
CRC	Circuit Court Clerk
CRDP	Community Resource Development Person
EC	Election Commission
EMA	Emergency Management
EXT	Extension Office
G	Garbage
GS	General Sessions
HC	Hamblen County
HD	Health Department
IMP	Impact
INV	Inventory
J	Jail
JC	Justice Center
Juv	Juvenile Court
ME	Medical Examiner
PC	Planning Commission
RD	Register of Deeds
S	Sheriff
T	Trustee
THF	Temporary Holding Facility
VSO	Veterans Service Office
WP	Work Program

CABLE TV FRANCHISE RESOLUTION

Subsequent to a public hearing, motion was made by Eldridge Bryant, seconded by Guy Collins that the following resolution be approved.

Voting for: all
Voting against: none

FRANCHISE RESOLUTION

A RESOLUTION GRANTING A FRANCHISE TO SAMMONS COMMUNICATIONS, INC., A DELAWARE CORPORATION, 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.

WHEREAS, it is the mutual desire of the County of Hamblen and Sammons Communications, Inc. 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 "Sammons Communications, Inc. 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.

(a) "County" is the unincorporated areas of the County of Hamblen in the State of Tennessee.

(b) "Company" is the grantee of rights under this Resolution awarding a franchise, being Sammons Communications, Inc.

(c) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(d) "Cable Television System" or "System" shall mean a system of antennae, cables, wires, lines, towers, waveguides or other conductors, converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying and distributing audio, video and other forms of signals located in the County.

(e) "Gross Subscriber Revenues" shall mean the revenues derived by the Company from its lifeline cable monthly service fees in the County.

(f) "Lifeline Subscriber" shall mean a resident of the County who is subscribing to Company's lowest tier of service received by all subscribers to Company's System.

SECTION 3: Qualifications of Grantee and Grant of Authority. A public hearing concerning the franchise herein granted to the Company was held on May 17, 1993 at 5:00 o'clock p.m. at the Hamblen County Courthouse. Public notice of said hearing was given in the The Citizen Tribune on May 6, 1993, 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 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. The Franchise granted the Company herein shall terminate fifteen (15) years from date of grant subject to renewal for periods of reasonable duration on the same terms and conditions as contained herein. The Company's application for franchise renewal shall be granted pursuant to applicable federal statutes, rules and regulations.

SECTION 5: Payments to the County. The Company shall, during each year of operation under this Franchise, pay to the County three (3%) 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: Records and Reports. 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. Records shall be maintained for a period of 3 years during the term of the Franchise and subsequent to any termination or expiration thereof.

SECTION 7: Rates. Attached hereto and made a part of this franchise as Exhibit A is a schedule of current rates for lifeline cable television service which may be adjusted by the Company from time to time.

SECTION 8: 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 Tennessee statutes. The provisions of this Section shall be complied with if Company maintains a local business headquarters office 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 complaints regarding quality of service, equipment malfunctions and similar matters. 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.

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) per occurrence, and property damage 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 cancelled unless ten days' prior written notice shall first be given to 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'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.

(b) Extension of service shall not be required into an area which does not meet the requirements set forth in Section 11 of this Franchise.

(c) 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.

(d) 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.

(e) 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 notice by the County, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

(f) 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.

(g) The Company shall, on the request of any person holding a building 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 seven (7) days advance notice to arrange for such temporary wire changes.

(h) 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.

(i) The Company shall provide one standard installation outlet and free lifeline service to such outlet in each public school and governmental building within the County. Additional outlets and services 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 B 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 written approval by the County, provided that 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 CATV 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

CATV System and signal carriage therein.

SECTION 17: Publication Costs. The Company shall assume the costs of the publication 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 at that time by the Company.

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 customer 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 with the intent to obtain a signal or impulse from the cable system without authorization from or compensation to 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 Communications Policy Act of 1984 as amended 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 the 17 day of May, 1993.

HAMBLEN COUNTY COMMISSION

ATTEST:

By: Stenil Ind
Title: Chairman

Wilburnd Bach
County Clerk

EXHIBIT A

SERVICE RATES

A. Primary Outlet Installation

1. Standard Installation

- a. Aerial \$ 35.00
- b. Underground \$ 60.00

A standard installation consists of a drop of 150 feet or less from the feeder line to the customer's residence. In the case of an underground installation, a standard installation shall be less than 150 feet and shall not include those installations requiring conduit or cutting of streets, sidewalks or other paved areas.

- 2. Non-Standard Installation Company's cost of labor and materials plus 10%

B. Monthly Lifeline Service \$ 12.00

EXHIBIT B

LINE EXTENSION FORMULA

Sammons 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 25 homes per mile of such extension.

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

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

RIGHT OF WAY-SMALLMAN PROPERTY

Motion by Joe Spoone, seconded by Larry Baker to deny the request by Mrs. Dorothy Smallman that the county accept and maintain the Smallman property right-of-way on TVA property adjacent to Cherokee Dr. in the second civil district.

Voting for: all
Voting against: none

REZONING REQUESTS

Motion by Joe Spoone, seconded by Guy Collins that the following rezoning requests be approved.

Voting for: all
Voting against: none

RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLLEN COUNTY, TENNESSEE BY REZONING PARCEL 023.09 & 2310 Part of Lot 10 & 11 OF THE Jack Darrell Anderson PROPERTY LOCATED ON 1510 Alpha Valley Home Rd.

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from A-1 to C-1 on Parcel 023.09 & 023.10 owned by Jack Darrell Anderson; 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 A-1 to C-1 according to the attached map.

Motion was made by Joe Spoons seconded by Guy Collins

Voting For:

all

Voting Against:

none

ATTEST:

AUTHENTICATED

Stanford

DATE:

RESOLUTION

A RESOLUTION TO AMEND THE ZONING MAP OF HAMBLEN COUNTY, TENNESSEE BY REZONING PARCEL 058.01,
Part of Lot 4 OF THE David McGinnis &
Letha Luster PROPERTY LOCATED ON _____
141 Old Witt Rd.

WHEREAS, The Hamblen County Planning Commission heard the request to amend the zoning map from R-1 to A-1 on Parcel 058.01
_____ owned by David McGinnis &
Letha Luster; 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 Guy Collins.

Voting For:

all

Voting Against:

none

ATTEST:

AUTHENTICATED:

Samuel Johnson

DATE:

PERSONNEL COMMITTEE-VETERANS SERVICE-PLANNING COMMISSION

Motion by Bud Jones, seconded by Eldridge Bryant to adopt Mr. Harvey Johnson's suggestion to "promote within the office" by appointing Mrs. Wanda Jonson as Zoning Officer and head of the office of Veterans Services and Planning/Zoning, and that Mr. Joe Purkey be appointed as Veterans Service Officer for Hamblen County with each of the appointees having responsibilities and duties to include all aspects of the department and that the resulting vacancy within the department be filled by an entry level employee.

Voting for: all
Voting against: none

CONTRACT WITH STATE & COUNTIES FOR JUVENILE HOLDING

Motion by Joe Spoons, seconded by Larry Baker that the following contract be approved.

Voting for: all
Voting against: none

HAMBLEN COUNTY
TEMPORARY HOLDING RESOURCE CENTER
510 Allison Street
Morristown, Tennessee 37814
615-581-9536

C O N T R A C T A G R E E M E N T

This Contract Agreement made and entered into this _____ day of _____, 19____, by and between the Hamblen County Temporary Holding Resource Center, herein called T.H.R.C., and _____ County, herein called the COUNTY.

I.

The T.H.R.C. shall provide temporary care services for any juvenile ordered into its custody by the Court having jurisdiction of juvenile cases in the COUNTY on a space available basis. Temporary care services shall consist of detaining the juvenile in the T.H.R.C.'s facilities and providing the said juvenile with food, shelter and such other physical necessities as may be determined by the Manager of the T.H.R.C. The juvenile will be permitted to participate in such educational, recreational and other programs as are offered by the T.H.R.C. at that time, unless the Manager determines that the security of the T.H.R.C. requires otherwise.

II.

The COUNTY agrees that it will reimburse the T.H.R.C. for the cost of any emergency, medical or dental care deemed necessary by the Manager of the T.H.R.C. In the event prolonged medical or dental attention is required, the T.H.R.C. will notify the COUNTY of such conditions and the COUNTY shall assume responsibility for and make arrangements for such care.

III.

The T.H.R.C. agrees to notify the COUNTY, by monthly statement, of all juveniles detained. The COUNTY agrees to verify the statement and pay the T.H.R.C. The rate shall be One Hundred Ten Dollars (\$110.00) per 24 (twenty-four) hour day or any portion thereof. The COUNTY shall, at its own expense, transport all juveniles to and from the T.H.R.C. The COUNTY shall insure that no juvenile is detained for any period of time that exceeds State law.

IV.

That further, and in consideration for the use and availability of the premises and personnel of the T.H.R.C., the participating COUNTY other than Hamblen, does hereby covenant,

contract, and specifically agree that said COUNTY's government shall fully defend, indemnify and hold Hamblen County and the T.H.R.C. harmless from any and all liability arising from any act or actions, feausance and malfeasance taken by said participating COUNTY for its employees, agents, or assigned relative to any juvenile said participating COUNTY does submit, transport or otherwise enter into the T.H.R.C. It is specifically understood and agreed between the parties that such indemnification shall cover and apply but not be limited to all actions based on false arrest, violation of civil rights, and improper or false Sheriff's return or process.

Additionally, the participating COUNTY does hereby covenant, contract, and specifically agree to defend, indemnify and hold harmless Hamblen County and the T.H.R.C. from any and all liability, damages or causes of action relative to or arising from any juvenile submitted, transported, or otherwise entered by said participating COUNTY into the supervision and control of the T.H.R.C.

V.

This agreement shall become effective when accepted by both the T.H.R.C. and the COUNTY and shall remain effective until terminated at the request of either or both parties by providing thirty (30) days prior written notice. Written notice of termination shall be sent to the Hamblen County Temporary Holding Resource Center, 510 Allison Street, Morristown, Tennessee 37814.

All juveniles from said COUNTY transported to the T.H.R.C. for the purpose of detention are covered by this agreement.

HAMBLEN COUNTY TEMPORARY
HOLDING RESOURCE CENTER

BY: _____
County Executive - Hamblen County

BY: _____
County Executive - _____ County

BUDGET AMENDMENT - HIGHWAY DEPARTMENT

Motion was made by Guy Collins and seconded by Herbert Harville that the Fiscal 1992-93 Highway Department Budget be amended as follows:

<u>Account Description</u>	<u>Increase</u>	<u>Decrease</u>
62000.312 Engineering Services	\$ 8,000	\$
61000.331 legal Expenses	3,100	
61000.511 Vehicle Insurance		6,000
62000.403 Cold Asphalt Mix		9,000
62000.404 Hot Asphalt Mix		14,000
62000.405 Liquid Asphalt		16,000
62000.409 Crushed Stone		17,000
62000.440 Pipe Materials		10,000
62000.443 Road Striping & Signs		10,000
62000.444 Salt		8,000
63100.424 Diesel Fuel		7,000
63100.425 Gasoline		5,000
63600.105 Traffic Control Supervisor		14,196
63100.142 Mechanics		21,367
66000.513 Workman's Compensation		6,000
68000.714 Equipment	17,500	
68000.718 Trucks		38,000
68000.726 Contracted Services-Other	<u>152,963</u>	<u> </u>
<u>TOTALS</u>	<u>\$ 181,563</u>	<u>\$ 181,563</u>

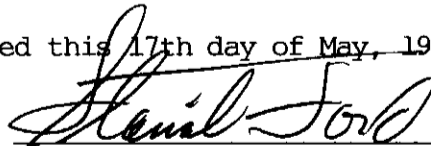
Thereupon the roll was called with the members voting as follows:

AYE: Larry Baker Maudie Briggs Eldridge Bryant Guy Collins Stancil Ford Herbert Harville	Kelley Hinsley Bud Jones Frank Parker Bruce Sluder Joe Spooone Mildred Thompson
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NAY: None Absent: Willie Osborne, Bobby Reinhardt

PASS: None

The Chair declared the motion approved this 17th day of May, 1993.



 Chairman

ATTEST:

 County Clerk

Approved: _____
 County Executive

BUDGET AMENDMENT - GENERAL FUND

Motion was made by Guy Collins and seconded by Herbert Harville that the State Tire Storage Facility Grant funds in the amount of \$ 5,000 received from the state and deposited by the County Trustee into the General Fund, be transferred to the Hamblen County/Morristown Joint Solid Waste Disposal System, and the fiscal 1992-93 General Fund Budget be amended as follows:

REVENUES

		<u>INCREASE</u>	<u>DECREASE</u>
46980.000	Other State Revenues	\$ 5,000	

EXPENDITURES

55750.316	Solid Waste Disposal System		\$ 5,000
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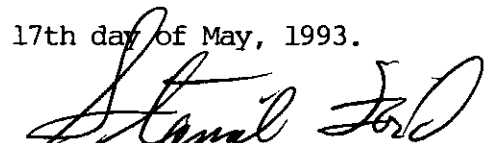
Thereupon, by call of the roll, the members voted as follows:

AYE: Larry Baker
Maudie Briggs
Eldridge Bryant
Guy Collins
Stancil Ford
Herbert Harville
NAY: None

Kelley Hinsley
Bud Jones
Frank Parker
Bruce Sluder
Joe Spoone
Mildred Thompson

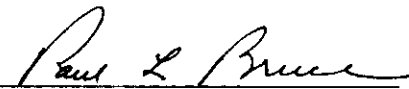
PASS: None Absent: Willie Osborne, Bobby Reinhardt

The Chair declared the motion approved this 17th day of May, 1993.


Chairman

ATTEST:

County Clerk

APPROVED: 
County Executive

BUDGET AMENDMENT - GENERAL DEBT SERVICE FUND

Motion was made by Guy Collins and seconded by Herbert Harville that the fiscal 1992-93 budget for the General Debt Service Fund be amended to reflect transactions relative to the sale of 1992 and 1993 school refunding bonds to refund 1987 and 1990 school bond issues and to appropriate line-item general debt service revenue and expenditures as follows:

<u>ACCOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>
81300.601 Bond Principal - Ed.	\$ 7,430,000	\$
81300.603 Bond Interest - Ed.	296,854	
81100.510 Trustee Commissions	22,500	
89050.609 Payments to Refunded Escrow	4,854,915	
81100.604 Capital Outlay Note - Int.	1,591	
81300.606 Cost of Issuance	124,200	
81300.605 Underwriters Discount	105,198	
81300.607 Redemption Premium	73,150	
44510.000 Accrued Interest on Debt Serv.		250,466
49400.000 Proceeds from Sale of Ref. Bonds		12,420,000
49950.000 Unappropriated Surplus		<u>237,942</u>
<u>TOTAL</u>	\$ <u>12,908,408</u>	\$ <u>12,908,408</u>

Whereupon the vote was taken with members voting as follows:

AYE: Larry Baker Kelley Hinsley
Maudie Briggs Bud Jones
Eldridge Bryant Frank Parker
Guy Collins Bruce Sluder
Stancil Ford Joe Spooone
Herbert Harville Mildred Thompson

NAY: None Absent: Willie Osborne, Bobby Reinhardt

PASS:

The Chair declared the motion approved this 17th day of May, 1993.



Chairman

ATTEST:

Approved:

County Executive

THEREUPON MEETING ADJOURNED.