



DATE: November 3, 2016
TO: Hamblen County Legislative Body
FROM : Cindy Dobb
Office of the Hamblen County Mayor
RE: **November Committee Meeting Information**

Monday, November 7, 2016 at 11:30 a.m. – Hamblen County Health Department Conference Room

- **Finance Committee**
- **Public Services Committee - *Immediately following Finance Committee***
- **Personnel Committee - *Immediately following Public Services Committee***
- **Calendar and Rules Committee - *Immediately following Personnel Committee***

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.586.4699

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Hamblen County Government
FINANCE COMMITTEE

Monday, November 7, 2016
Hamblen County Health Department Conference Room

AGENDA

- | | |
|--------------------------------------|---|
| Herbert Harville
<i>Chairman</i> | 1. Call to Order – <i>Chairman Herbert Harville</i> |
| Randy DeBord
<i>Vice-Chairman</i> | 2. Visitors Wishing to Address the Committee – <i>Chairman Herbert Harville</i>
<i>(Visitors will be allotted 5 minutes to speak)</i> |
| Rick Eldridge
<i>Ex-Officio</i> | 3. Recurring Business – <i>Chairman Herbert Harville</i> |
| Larry Carter
<i>Member</i> | a. Expenditure Reports – October 2016 (Information Only) |
| Hubert Davis
<i>Member</i> | b. Review of Monthly Checks October 2016 Submitted by the County Mayor’s Office |
| Stancil Ford
<i>Member</i> | 4. Old Business – <i>Chairman Herbert Harville</i> |
| Louis “Doe” Jarvis
<i>Member</i> | a. None |
| Howard Shipley
<i>Member</i> | 5. New Business – <i>Chairman Herbert Harville</i> |
| Johnny Walker
<i>Member</i> | a. Contract Renewal – Murrell Burglar Alarm – <i>County Mayor Bill Brittain</i> |
| Dana Wampler
<i>Member</i> | b. Bids/Proposals: Banking Services – <i>Trustee John Baskette</i> |
| | c. Budget Amendments - <i>Finance Director Michelle Woods</i> |
| | i. Civil Defense #101 - \$2,725 |
| | ii. Public Health & Welfare Projects #101 - \$84,000 |
| | d. Hamblen County Board of Education General Purpose Budget - Amendment #1
\$126,103.27 – <i>Business Supervisor Traci Antrican</i> |
| | 6. Items of Interest (No Action Necessary) – <i>Chairman Herbert Harville</i> |
| | a. Planning Commission Building Permit Report – October 2016 |
| | b. County Attorney Invoices – October 2016 |
| | c. Coroner’s Monthly Report – October 2016 |
| | d. Budget Amendments Approved by the County Mayor |
| | i. General Fund (101) |
| | 1. Parks and Fair Boards (\$48) |
| | 2. Sheriff’s Dept. (\$1,000) |
| | e. 2016 COPS Hiring Program Application Letter |
| | 7. Adjournment – <i>Chairman Herbert Harville</i> |

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 10/31/2016

Page: 1

Date: 11/5/2016

Time: 3:04 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2016 101 50000 000 00 000 0000 000
 Thru: 2016 101 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	51100 County Commission	183,440.00	12,655.51	55,398.00	23,293.00	104,749.00	57.10%
101	51210 Board Of Equalizaton	4,800.00	0.00	0.00	0.00	4,800.00	100.00%
101	51300 County Mayor/Executive	211,545.00	17,007.74	60,891.59	5,601.35	145,052.06	68.57%
101	51400 County Attorney	31,293.00	4,713.98	10,768.31	0.00	20,524.69	65.59%
101	51500 Election Commission	327,833.00	16,879.50	97,290.35	12,099.59	218,443.06	66.63%
101	51600 Register Of Deeds	298,692.00	21,672.42	78,904.88	18,457.84	201,329.28	67.40%
101	51720 Planning	246,818.00	17,456.83	70,042.15	5,596.74	171,179.11	69.35%
101	51760 Geographical Information Systems	45,000.00	14,566.15	14,566.15	0.00	30,433.85	67.63%
101	51810 Other Facilities	802,180.00	55,009.71	251,010.15	43,640.52	507,529.33	63.27%
101	51910 Preservation Of Records	33,342.00	1,676.89	17,622.86	1,134.39	14,584.75	43.74%
101	52100 Accounting And Budgeting	354,332.00	23,513.26	98,053.15	10,361.72	245,917.13	69.40%
101	52200 Purchasing	53,766.00	4,121.66	14,532.66	0.00	39,233.34	72.97%
101	52300 Property Assessor's Office	394,688.00	28,708.98	103,992.16	17,979.64	272,716.20	69.10%
101	52310 Reappraisal Program	139,232.00	4,096.66	15,062.27	5,600.00	118,569.73	85.16%
101	52400 County Trustee's Office	366,492.00	24,426.54	102,717.08	16,167.55	247,607.37	67.56%
101	52500 County Clerk's Office	691,645.00	46,250.63	187,990.52	3,515.73	500,138.75	72.31%
101	52600 Data Processing	124,090.00	8,858.93	27,813.58	12,065.78	84,210.64	67.86%
101	52900 Other Finance	293,406.00	24,529.92	91,518.70	10,002.41	191,884.89	65.40%
101	53100 Circuit Court	869,385.00	59,350.24	250,480.36	8,396.86	610,507.78	70.22%
101	53300 General Sessions Court	434,814.00	33,496.96	122,275.51	847.67	311,690.82	71.68%
101	53330 Drug Court	146,910.00	9,011.18	35,206.45	4,569.35	107,134.20	72.93%
101	53400 Chancery Court	364,570.00	34,855.40	117,317.95	7,666.25	239,585.80	65.72%
101	53500 Juvenile Court	297,757.00	26,620.22	88,980.49	2,259.39	206,517.12	69.36%
101	53920 Courtroom Security	618,254.00	48,637.92	165,575.03	8,567.57	444,111.40	71.83%
101	54110 Sheriff's Department	3,034,005.00	251,194.63	863,871.37	78,406.23	2,091,727.40	68.94%
101	54160 Administration Of The Sexual Offender Registry	3,360.00	0.00	359.00	0.00	3,001.00	89.32%
101	54210 Jail	3,941,130.00	328,053.57	1,235,236.56	247,204.05	2,458,689.39	62.39%
101	54220 Workhouse	91,009.00	7,558.72	27,818.85	0.00	63,190.15	69.43%
101	54250 Work Release Program	197,730.00	15,425.80	53,736.34	1,725.00	142,268.66	71.95%
101	54310 Fire Prevention And Control	200,000.00	0.00	100,000.00	0.00	100,000.00	50.00%
101	54410 Civil Defense	94,602.00	7,214.24	24,147.44	2,116.38	68,338.18	72.24%
101	54490 Other Emergency Management	169,793.00	42,448.13	84,896.26	0.00	84,896.74	50.00%
101	54510 Inspection And Regulation	7,377.00	322.95	1,291.80	2,500.00	3,585.20	48.60%
101	54610 County Coroner/Medical Examiner	118,000.00	8,857.31	25,865.97	25,500.01	66,634.02	56.47%
101	54900 Other Public Safety	0.00	0.00	0.00	0.00	0.00	0.00%

HAMBLEN COUNTY ACCOUNTS & BUDGETS

GENERAL FUND (101)

EXPENDITURE REPORT

REPORT DATE: 10/31/2016

Page: 2

Date: 11/5/2016

Time: 3:04 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2016 101 50000 000 00 000 0000 000
 Thru: 2016 101 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
101	55110 Local Health Center	686,163.00	52,231.47	171,981.75	15,066.29	499,114.96	72.74%
101	55120 Rabies And Animal Control	133,500.00	11,125.00	44,500.00	0.00	89,000.00	66.67%
101	55140 Nursing Home	2,000.00	0.00	2,000.00	0.00	0.00	0.00%
101	55170 Alcohol And Drug Programs	5,000.00	70.00	140.00	0.00	4,860.00	97.20%
101	55180 Crippled Children Services	6,242.00	0.00	6,242.00	0.00	0.00	0.00%
101	55390 Appropriation To State	110,500.00	95.32	903.10	0.00	109,596.90	99.18%
101	55520 Aid To Dependent Children	8,000.00	0.00	8,000.00	0.00	0.00	0.00%
101	55530 Child Support	0.00	0.00	0.00	0.00	0.00	0.00%
101	55590 Other Local Welfare Services	40,000.00	0.00	13,265.00	0.00	26,735.00	66.84%
101	55710 Sanitation Management	0.00	0.00	0.00	0.00	0.00	0.00%
101	55900 Other Public Health And Welfare	0.00	0.00	0.00	0.00	0.00	0.00%
101	55100 Adult Activities	11,600.00	0.00	5,800.00	0.00	5,800.00	50.00%
101	53300 Senior Citizens Assistance	6,500.00	0.00	6,500.00	0.00	0.00	0.00%
101	53500 Libraries	267,250.00	0.00	133,625.00	0.00	133,625.00	50.00%
101	53700 Parks And Fair Boards	266,594.00	19,392.01	74,912.47	17,937.60	173,743.93	65.17%
101	53900 Other Social, Cultural And Recreational	299,500.00	17,912.50	147,412.50	0.00	152,087.50	50.78%
101	57100 Agricultural Extension Service	153,927.00	35,562.97	35,684.64	112,597.66	5,644.70	3.67%
101	57300 Forest Service	1,000.00	0.00	1,000.00	0.00	0.00	0.00%
101	57500 Soil Conservation	45,981.00	3,805.82	14,101.05	0.00	31,879.95	69.33%
101	57800 Storm Water Management	27,500.00	134.86	134.86	25.14	27,340.00	99.42%
101	58110 Tourism	72,550.00	5,592.50	25,476.34	0.00	47,073.66	64.88%
101	58120 Industrial Development	254,375.00	0.00	26,000.00	0.00	228,375.00	89.78%
101	58210 Public Transportation	0.00	0.00	0.00	0.00	0.00	0.00%
101	58300 Veterans' Services	19,785.00	2,059.12	5,639.64	0.00	14,145.36	71.50%
101	58600 Employee Benefits	878,185.00	20,416.47	356,854.07	330,351.50	190,979.43	21.75%
101	58900 Miscellaneous	225,404.00	0.00	29,790.48	0.00	195,613.52	86.78%
101	73300 Community Services	5,500.00	0.00	5,000.00	0.00	500.00	9.09%
101	91110 General Administration Projects	57,000.00	0.00	0.00	32,332.50	24,667.50	43.28%
101	91120 Administration Of Justice Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91130 Public Safety Projects	329,000.00	0.00	0.00	217,522.55	111,477.45	33.88%
101	91140 Public Health And Welfare Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91150 Social, Cultural And Recreation Projects	0.00	0.00	0.00	0.00	0.00	0.00%
101	91190 Other General Government Proje	0.00	0.00	0.00	0.00	0.00	0.00%
101	99100 Transfers Out	0.00	-37,921.07	11,207.92	0.00	-11,207.92	0.00%

HAMBLEEN COUNTY ACCOUNTS & BUDGETS

GENERAL ND (101)

EXPENDITURE REPORT

REPORT DATE: 10/31/2016

Page: 3

Date: 11/5/2016

Time: 3:04 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2016 101 50000 000 00 000 0000 000
 Thru: 2016 101 99999 999 99 999 9999 999

Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
	\$ 19,104,346.00	\$ 1,329,669.55	\$ 5,621,404.76	\$ 1,301,108.26	\$ 12,181,832.98	63.76%

HAMBLLEN COUNTY ACCOUNTS & BUDGETS

SOLID WASTE/ SANITATION (116)

EXPENDITURE REPORT

REPORT DATE: 10/31/2016

Page: 1
Date: 11/5/2016
Time: 3:04 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
From: 2016 116 50000 000 00 000 0000 000
Thru: 2016 116 99999 999 99 999 9999 999

Fnd Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
116 55710 Sanitation Management	2,300,438.00	166,322.30	624,468.70	125,204.60	1,550,764.70	67.41%
	\$ 2,300,438.00	\$ 166,322.30	\$ 624,468.70	\$ 125,204.60	\$ 1,550,764.70	67.41%

HAMBLLEN COUNTY ACCOUNTS & BUDGETS

HIGHWAY ID (131)

EXPENDITURE REPORT

REPORT DATE: 10/31/2016

Page: 1

Date: 11/5/2016

Time: 3:04 pm

Sel: Year Fnd Acct Obj Gp Sub Loc Pgm
 From: 2016 131 50000 000 00 000 0000 000
 Thru: 2016 131 99999 999 99 999 9999 999

Fnd	Account/Description	Revised Budget	Month-to-Date Expenditures	Year-to-Date Expenditures	Encumbrances	Available Funds	Avl Fnds %of Budg
131	61000 Administration	425,853.00	23,375.64	128,028.79	39,524.08	258,300.13	60.65%
131	62000 Highway And Bridge Maintenance	1,148,745.00	69,790.00	270,788.71	37,287.31	840,668.98	73.18%
131	63100 Operation And Maintenance Of Equipment	326,167.00	34,231.07	116,209.86	21,951.84	188,005.30	57.64%
131	66000 Employee Benefits	43,540.00	140.98	28,691.48	0.00	14,848.52	34.10%
131	68000 Capital Outlay	750,800.00	0.00	0.00	162,868.06	587,931.94	78.31%
		\$ 2,695,105.00	\$ 127,537.69	\$ 543,718.84	\$ 261,631.29	\$ 1,889,754.87	70.12%

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51100	312	Contracts With Private Agencies	2016-10-20	1010255654	Smith, Jerry Allen	200.00
51100	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	38.25
51100	599	Other Charges	2016-10-06	1010255563	Verizon Wireless	49.76
51100	.....	County Commission			Total: 3	288.01
51300	307	Communication	2016-10-06	1010255563	Verizon Wireless	74.67
51300	307	Communication	2016-10-12	1010255568	AT&T	92.10
51300	307	Communication	2016-10-12	1010255574	Century Link/Business Services	22.10
51300	351	Rentals	2016-10-20	1010255603	Canon Solutions America, Inc	227.87
51300	355	Travel	2016-10-06	1010255511	Brittain, William H	94.47
51300	355	Travel	2016-10-20	1010255656	Suntrust Bankcard, NA	270.00
51300	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	617.15
51300	435	Office Supplies	2016-10-20	1010255597	American Paper & Twine Co	102.80
51300	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	492.17
51300	599	Other Charges	2016-10-12	1010255575	Citizen Tribune	900.00
51300	599	Other Charges	2016-10-20	1010255617	English Mountain Spring Water	30.00
51300	599	Other Charges	2016-10-27	1010255700	Walmart Community BRC	71.34
51300	.....	County Mayor/Executive			Total: 12	2,994.67
51400	331	Legal Services	2016-10-06	1010255554	Taylor Law Firm	90.00
51400	331	Legal Services	2016-10-12	1010255573	Capps, Cantwell, Capps & Byrd	2,842.20
51400	331	Legal Services	2016-10-20	1010255636	Lowe, Yeager, & Brown	1,674.12
51400	.....	County Attorney			Total: 3	4,606.32
51500	307	Communication	2016-10-12	1010255568	AT&T	18.35
51500	307	Communication	2016-10-12	1010255574	Century Link/Business Services	1.60
51500	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	117.42
51500	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	738.98
51500	435	Office Supplies	2016-10-06	1010255537	Microvote Corporation	75.00
51500	435	Office Supplies	2016-10-12	1010255582	Owen G Dunn Co, Inc	170.33
51500	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	15.00
51500	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	34.95
51500	.....	Election Commission			Total: 8	1,171.63
51600	307	Communication	2016-10-12	1010255574	Century Link/Business Services	1.46
51600	435	Office Supplies	2016-10-12	1010255581	LexisNexis/Matthew Bender & Co	55.17
51600	709	Data Processing Equipment	2016-10-06	1010255521	Evans Office Supply Co	477.00
51600	.....	Register Of Deeds			Total: 3	533.63
51720	307	Communication	2016-10-06	1010255563	Verizon Wireless	123.52
51720	307	Communication	2016-10-12	1010255574	Century Link/Business Services	3.83
51720	332	Legal Notices, Recording And Court Costs	2016-10-20	1010255608	Citizen Tribune	32.00
51720	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	98.75

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
51720	425	Gasoline	2016-10-12	1010255578	Fuelman	88.98
51720	435	Office Supplies	2016-10-20	1010255656	Suntrust Bankcard, NA	14.93
51720	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	32.89
51720	524	In Service/Staff Development	2016-10-20	1010255656	Suntrust Bankcard, NA	105.93
51720	.....	Planning			Total: 8	500.83
51760	309	Contracts With Government Agencies	2016-10-27	1010255677	City of Morristown	14,566.15
51760	.....	Geographical Information Systems			Total: 1	14,566.15
51810	307	Communication	2016-10-06	1010255563	Verizon Wireless	234.54
51810	307	Communication	2016-10-12	1010255568	AT&T	800.21
51810	307	Communication	2016-10-12	1010255569	AT&T	639.49
51810	334	Maintenance Agreements	2016-10-12	1010255590	United Elevator Services LLC	1,659.78
51810	334	Maintenance Agreements	2016-10-27	1010255697	TN Dept Of Labor & Workforce Development	60.00
51810	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255522	Fenco Supply Co	145.16
51810	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255536	Lowe's	864.18
51810	335	Maintenance And Repair Service - Buildings	2016-10-20	1010255656	Suntrust Bankcard, NA	51.81
51810	335	Maintenance And Repair Service - Buildings	2016-10-20	1010255664	Town & Country Lock & Key	36.45
51810	335	Maintenance And Repair Service - Buildings	2016-10-20	1010255666	Trent, William	950.00
51810	335	Maintenance And Repair Service - Buildings	2016-10-27	1010255672	A Plus Sealcoating & Striping	928.00
51810	336	Maintenance And Repair Services - Equipment	2016-10-20	1010255646	NAPA Auto Parts Of Morristown	38.53
51810	399	Other Contracted Services	2016-10-20	1010255617	English Mountain Spring Water	28.00
51810	410	Custodial Supplies	2016-10-06	1010255521	Evans Office Supply Co	5.89
51810	410	Custodial Supplies	2016-10-06	1010255524	G & K Services Inc	173.52
51810	415	Electricity	2016-10-27	1010255690	Morristown Utilities	23,343.00
51810	425	Gasoline	2016-10-12	1010255578	Fuelman	260.47
51810	434	Natural Gas	2016-10-20	1010255599	Atmos Energy	1,098.86
51810	451	Uniforms	2016-10-06	1010255524	G & K Services Inc	376.18
51810	.....	Other Facilities			Total: 19	31,694.07
51910	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	117.42
51910	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	288.97
51910	435	Office Supplies	2016-10-20	1010255656	Suntrust Bankcard, NA	140.88
51910	.....	Preservation Of Records			Total: 3	547.27
52100	320	Dues And Memberships	2016-10-20	1010255655	Strate Insurance Group	250.00
52100	355	Travel	2016-10-06	1010255549	Richey, Miranda H	38.26
52100	355	Travel	2016-10-06	1010255565	Woods, Crystal Michelle	45.98
52100	355	Travel	2016-10-20	1010255621	Hale, Amanda D	307.82
52100	355	Travel	2016-10-27	1010255703	Woods, Crystal Michelle	93.50
52100	.....	Accounting And Budgeting			Total: 5	735.56
52300	307	Communication	2016-10-12	1010255574	Century Link/Business Services	1.41

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52300	338	Maintenance And Repair Services - Vehicles	2016-10-27	1010255689	Morristown Chevrolet	42.12
52300	338	Maintenance And Repair Services - Vehicles	2016-10-27	1010255691	Porter's Tire Store	604.30
52300	425	Gasoline	2016-10-12	1010255578	Fuelman	163.24
52300	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	20.59
52300	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	25.00
52300	709	Data Processing Equipment	2016-10-20	1010255635	Logon Computer Services	78.99
52300	.....	Property Assessor's Office			Total: 7	935.65
52310	351	Rentals	2016-10-20	1010255603	Canon Solutions America, Inc	108.58
52310	.....	Reappraisal Program			Total: 1	108.58
52400	307	Communication	2016-10-12	1010255574	Century Link/Business Services	0.31
52400	348	Postal Charges	2016-10-27	1010255698	United States Postal Service	726.00
52400	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	117.42
52400	355	Travel	2016-10-12	1010255578	Fuelman	40.29
52400	.....	County Trustee's Office			Total: 4	884.02
52500	307	Communication	2016-10-06	1010255563	Verizon Wireless	35.54
52500	307	Communication	2016-10-12	1010255568	AT&T	36.70
52500	307	Communication	2016-10-12	1010255574	Century Link/Business Services	10.65
52500	349	Printing, Stationery And Forms	2016-10-06	1010255521	Evans Office Supply Co	253.30
52500	349	Printing, Stationery And Forms	2016-10-06	1010255526	Government Forms and Supplies LLC	65.00
52500	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	147.75
52500	355	Travel	2016-10-06	1010255520	Elkins, Rose	28.20
52500	355	Travel	2016-10-06	1010255534	Lawson, Selena A	16.45
52500	355	Travel	2016-10-12	1010255576	Conway, Sharon L	36.19
52500	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	126.49
52500	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	30.00
52500	435	Office Supplies	2016-10-27	1010255674	American Paper & Twine Co	257.00
52500	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	50.51
52500	719	Office Equipment	2016-10-27	1010255681	Evans Office Supply Co	69.00
52500	.....	County Clerk's Office			Total: 14	1,162.78
52600	307	Communication	2016-10-06	1010255509	Atkins, Jeff	50.00
52600	312	Contracts With Private Agencies	2016-10-20	1010255645	MUS Fibernet	279.90
52600	317	Data Processing Services	2016-10-20	1010255645	MUS Fibernet	1,228.85
52600	411	Data Processing Supplies	2016-10-20	1010255604	CDW Government, Inc	106.62
52600	709	Data Processing Equipment	2016-10-27	1010255693	SHI International Corp.	2,295.00
52600	.....	Data Processing			Total: 5	3,960.37
52900	307	Communication	2016-10-06	1010255563	Verizon Wireless	35.50
52900	307	Communication	2016-10-12	1010255568	AT&T	354.74
52900	307	Communication	2016-10-12	1010255574	Century Link/Business Services	0.94

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
52900	330	Operating Lease Payments	2016-10-12	1010255591	Waste Industries/102 Tidiwaste	42.16
52900	330	Operating Lease Payments	2016-10-20	1010255643	Morristown Utilities	880.00
52900	330	Operating Lease Payments	2016-10-20	1010255645	MUS Fibernet	133.24
52900	330	Operating Lease Payments	2016-10-27	1010255692	Sawyer, Mark	1,100.00
52900	351	Rentals	2016-10-12	1010255588	Thermocopy Of Tennessee	16.12
52900	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	252.36
52900	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	23.00
52900	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	142.00
52900	709	Data Processing Equipment	2016-10-06	1010255512	Business Information Systems	0.00
52900	.....	Other Finance			Total: 12	2,980.06
53100	194	Jury And Witness Expense	2016-10-27	1010255681	Evans Office Supply Co	103.30
53100	307	Communication	2016-10-06	1010255563	Verizon Wireless	59.76
53100	307	Communication	2016-10-12	1010255568	AT&T	36.70
53100	307	Communication	2016-10-12	1010255574	Century Link/Business Services	18.56
53100	332	Legal Notices, Recording And Court Costs	2016-10-20	1010255608	Citizen Tribune	61.60
53100	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	457.95
53100	399	Other Contracted Services	2016-10-12		Sliger, Dwayne	-130.00
53100	399	Other Contracted Services	2016-10-12	1010255587	Sliger, Dwayne	130.00
53100	399	Other Contracted Services	2016-10-20	1010255653	Sliger, Dwayne	200.00
53100	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	10.27
53100	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	551.96
53100	.....	Circuit Court			Total: 11	1,500.10
53300	307	Communication	2016-10-12	1010255568	AT&T	18.35
53300	307	Communication	2016-10-12	1010255574	Century Link/Business Services	6.35
53300	320	Dues And Memberships	2016-10-06	1010255559	TN Council Of Juvenile And Family Court Juc	125.00
53300	320	Dues And Memberships	2016-10-20	1010255647	National Assoc of Drug Court Professionals	60.00
53300	355	Travel	2016-10-06	1010255553	Snider-Morgan, Janice	152.56
53300	355	Travel	2016-10-20	1010255656	Suntrust Bankcard, NA	99.36
53300	399	Other Contracted Services	2016-10-20	1010255603	Canon Solutions America, Inc	84.70
53300	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	33.00
53300	435	Office Supplies	2016-10-20	1010255634	LexisNexis/Matthew Bender & Co	712.19
53300	524	In Service/Staff Development	2016-10-06	1010255550	Sevier County Juvenile CLE Program	100.00
53300	.....	General Sessions Court			Total: 10	1,391.51
53330	307	Communication	2016-10-06	1010255563	Verizon Wireless	199.04
53330	307	Communication	2016-10-12	1010255568	AT&T	37.96
53330	322	Evaluation And Testing	2016-10-20	1010255637	Medtox Laboratories Inc	216.24
53330	338	Maintenance And Repair Services - Vehicles	2016-10-27	1010255700	Walmart Community BRC	93.76
53330	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	117.42
53330	355	Travel	2016-10-20	1010255656	Suntrust Bankcard, NA	1,028.16
53330	425	Gasoline	2016-10-12	1010255578	Fuelman	39.42

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
53330	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	23.00
53330	435	Office Supplies	2016-10-27	1010255700	Walmart Community BRC	271.88
53330	.....	Drug Court			Total: 9	2,026.88
53400	307	Communication	2016-10-12	1010255568	AT&T	18.35
53400	307	Communication	2016-10-12	1010255574	Century Link/Business Services	5.38
53400	348	Postal Charges	2016-10-06	1010255515	County Record Services	8,039.30
53400	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	147.75
53400	355	Travel	2016-10-27	1010255686	Jones-Terry, Katherine E	512.30
53400	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	0.00
53400	435	Office Supplies	2016-10-20	1010255617	English Mountain Spring Water	15.00
53400	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	167.61
53400	.....	Chancery Court			Total: 8	8,905.69
53500	307	Communication	2016-10-06	1010255563	Verizon Wireless	41.58
53500	307	Communication	2016-10-12	1010255574	Century Link/Business Services	3.30
53500	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	117.42
53500	355	Travel	2016-10-06	1010255519	Edgewater Hotel	356.00
53500	399	Other Contracted Services	2016-10-12	1010255589	Trent, Chris	950.00
53500	422	Food Supplies	2016-10-20	1010255617	English Mountain Spring Water	40.00
53500	422	Food Supplies	2016-10-27	1010255700	Walmart Community BRC	242.07
53500	425	Gasoline	2016-10-12	1010255578	Fuelman	20.90
53500	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	226.75
53500	.....	Juvenile Court			Total: 9	1,998.02
53920	355	Travel	2016-10-12	1010255583	Peralez, Joe	229.50
53920	451	Uniforms	2016-10-20	1010255620	Gall's Inc	396.00
53920	451	Uniforms	2016-10-27	1010255683	Greene Military & Police	600.00
53920	.....	Courtroom Security			Total: 3	1,225.50
54110	307	Communication	2016-10-06	1010255563	Verizon Wireless	1,025.16
54110	307	Communication	2016-10-12	1010255568	AT&T	91.83
54110	307	Communication	2016-10-12	1010255574	Century Link/Business Services	67.65
54110	307	Communication	2016-10-20	1010255669	Verizon Wireless	1,909.09
54110	336	Maintenance And Repair Services - Equipment	2016-10-20	1010255656	Suntrust Bankcard, NA	70.61
54110	336	Maintenance And Repair Services - Equipment	2016-10-27	1010255688	Midwest Radar	420.00
54110	338	Maintenance And Repair Services - Vehicles	2016-10-06	1010255517	Drinnon, Kenny	421.58
54110	338	Maintenance And Repair Services - Vehicles	2016-10-06	1010255538	Morristown Ford	270.72
54110	338	Maintenance And Repair Services - Vehicles	2016-10-06	1010255566	Xtreme Towing & Automotive Collision Cent	1,463.25
54110	338	Maintenance And Repair Services - Vehicles	2016-10-20	1010255616	Drinnon, Kenny	50.64
54110	338	Maintenance And Repair Services - Vehicles	2016-10-20	1010255632	KC Auto Detailing	75.00
54110	338	Maintenance And Repair Services - Vehicles	2016-10-20	1010255651	Royston Chrysler Dodge Jeep	915.10
54110	338	Maintenance And Repair Services - Vehicles	2016-10-20	1010255663	Tobin, Wade	325.00

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54110	338	Maintenance And Repair Services - Vehicles	2016-10-27	1010255679	Drinnon, Kenny	23.16
54110	348	Postal Charges	2016-10-06	1010255562	United Parcel Service	16.95
54110	348	Postal Charges	2016-10-20	1010255619	Federal Express	73.71
54110	348	Postal Charges	2016-10-20	1010255656	Suntrust Bankcard, NA	178.28
54110	348	Postal Charges	2016-10-27	1010255699	UPS Store 5010	148.42
54110	349	Printing, Stationery And Forms	2016-10-20	1010255650	R Chatfield Co, Inc	128.00
54110	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	173.21
54110	353	Towing Services	2016-10-20	1010255659	Tipton, Ronald	20.00
54110	355	Travel	2016-10-20	1010255614	Davis, Donald R	76.50
54110	355	Travel	2016-10-20	1010255625	Hammond, Deborah C	265.50
54110	355	Travel	2016-10-20	1010255630	Ingram, Eddie	265.50
54110	355	Travel	2016-10-20	1010255631	Jarnagin, Barry L	76.50
54110	355	Travel	2016-10-20	1010255639	Mize, Wayne E	265.50
54110	355	Travel	2016-10-20	1010255641	Moore, Vodra Hugh	265.50
54110	355	Travel	2016-10-20	1010255656	Suntrust Bankcard, NA	364.92
54110	355	Travel	2016-10-27	1010255694	Sipe, Josh	280.50
54110	399	Other Contracted Services	2016-10-06	1010255560	Transunion Risk & Alternative	35.25
54110	425	Gasoline	2016-10-06	1010255531	Jarnagin, Barry L	22.91
54110	425	Gasoline	2016-10-12	1010255578	Fuelman	7,917.88
54110	431	Law Enforcement Supplies	2016-10-20	1010255656	Suntrust Bankcard, NA	288.78
54110	431	Law Enforcement Supplies	2016-10-27	1010255700	Walmart Community BRC	206.82
54110	433	Lubricants	2016-10-06	1010255538	Morristown Ford	172.44
54110	433	Lubricants	2016-10-20	1010255651	Royston Chrysler Dodge Jeep	276.65
54110	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	1,230.64
54110	435	Office Supplies	2016-10-20	1010255656	Suntrust Bankcard, NA	779.97
54110	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	609.59
54110	450	Tires And Tubes	2016-10-06	1010255547	Porter's Tire Store	789.75
54110	450	Tires And Tubes	2016-10-12	1010255586	S&S Tire	13,111.28
54110	450	Tires And Tubes	2016-10-27	1010255691	Porter's Tire Store	249.90
54110	451	Uniforms	2016-10-20	1010255656	Suntrust Bankcard, NA	24.99
54110	499	Other Supplies And Materials	2016-10-20	1010255648	National Pen Company	208.47
54110	499	Other Supplies And Materials	2016-10-20	1010255656	Suntrust Bankcard, NA	150.00
54110	499	Other Supplies And Materials	2016-10-27	1010255700	Walmart Community BRC	273.55
54110	599	Other Charges	2016-10-06	1010255508	Access Unlimited	60.00
54110	599	Other Charges	2016-10-06	1010255527	Hamblen County Clerk	144.00
54110	599	Other Charges	2016-10-06	1010255551	Shred-It	13.56
54110	599	Other Charges	2016-10-20	1010255617	English Mountain Spring Water	25.00
54110	599	Other Charges	2016-10-20	1010255618	ETHRA Smoky Mountain Criminal Justice Cc	1,000.00
54110	599	Other Charges	2016-10-20	1010255656	Suntrust Bankcard, NA	568.49
54110	599	Other Charges	2016-10-27	1010255700	Walmart Community BRC	58.01
54110	.....	Sheriff's Department			Total: 53	37,945.71
54210	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255522	Fenco Supply Co	41.32

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 7
Date: 11/3/2016
Time: 1:53:53PM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54210	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255536	Lowe's	24.87
54210	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255548	Relief Septic Service	400.00
54210	335	Maintenance And Repair Service - Buildings	2016-10-06	1010255558	TMS - Marlin	3,705.75
54210	335	Maintenance And Repair Service - Buildings	2016-10-20	1010255595	American Detention	540.00
54210	335	Maintenance And Repair Service - Buildings	2016-10-20	1010255660	TMS - Marlin	1,285.10
54210	336	Maintenance And Repair Services - Equipment	2016-10-20	1010255646	NAPA Auto Parts Of Morristown	39.62
54210	340	Medical And Dental Services	2016-10-06	1010255540	Morristown-Hamblen Hospital	17,103.11
54210	340	Medical And Dental Services	2016-10-20	1010255596	American Esoteric Laboratories	3,115.48
54210	340	Medical And Dental Services	2016-10-20	1010255610	Correcthealth, LLC	34,582.07
54210	340	Medical And Dental Services	2016-10-20	1010255611	Correctional Risk Services Inc	14,693.94
54210	340	Medical And Dental Services	2016-10-20	1010255640	Mobile Images Acquisition LLC	1,860.00
54210	340	Medical And Dental Services	2016-10-20	1010255644	Morristown-Hamblen EMS	100.00
54210	340	Medical And Dental Services	2016-10-27	1010255678	Correctional Risk Services Inc	596.16
54210	351	Rentals	2016-10-12	1010255572	Canon Solutions America, Inc	147.75
54210	410	Custodial Supplies	2016-10-06	1010255514	Chem Clean Systems LLC	319.95
54210	410	Custodial Supplies	2016-10-12	1010255591	Waste Industries/102 Tidiwaste	439.96
54210	410	Custodial Supplies	2016-10-20	1010255607	Chem Clean Systems LLC	504.92
54210	410	Custodial Supplies	2016-10-27	1010255676	Chem Clean Systems LLC	279.96
54210	413	Drugs And Medical Supplies	2016-10-20	1010255615	Diamond Drugs, Inc	26,640.77
54210	422	Food Supplies	2016-10-06	1010255523	Flowers Baking Company	2,870.80
54210	422	Food Supplies	2016-10-12	1010255571	Borden Dairy Of Ky / Flavorich	1,882.65
54210	422	Food Supplies	2016-10-12	1010255584	Pfg Hale , Inc	29,335.14
54210	422	Food Supplies	2016-10-20	1010255656	Suntrust Bankcard, NA	16.46
54210	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	832.56
54210	441	Prisoners Clothing	2016-10-20	1010255602	Bob Barker Company, Inc	7.51
54210	716	Law Enforcement Equipment	2016-10-06	1010255513	Cartwright Communication Inc	1,931.00
54210	.....	Jail			Total: 27	143,296.85
54250	307	Communication	2016-10-06	1010255563	Verizon Wireless	103.36
54250	307	Communication	2016-10-12	1010255574	Century Link/Business Services	8.17
54250	425	Gasoline	2016-10-12	1010255578	Fuelman	223.61
54250	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	87.94
54250	435	Office Supplies	2016-10-27	1010255700	Walmart Community BRC	14.91
54250	463	Testing	2016-10-20	1010255656	Suntrust Bankcard, NA	150.00
54250	.....	Work Release Program			Total: 6	587.99
54410	307	Communication	2016-10-06	1010255510	Bell, Chris E	50.00
54410	338	Maintenance And Repair Services - Vehicles	2016-10-27	1010255691	Porter's Tire Store	855.90
54410	425	Gasoline	2016-10-12	1010255578	Fuelman	192.38
54410	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	69.96
54410	451	Uniforms	2016-10-06	1010255518	Duluth Trading	69.50
54410	599	Other Charges	2016-10-06	1010255521	Evans Office Supply Co	0.00
54410	599	Other Charges	2016-10-06	1010255563	Verizon Wireless	34.00

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 8
Date: 11/3/2016
Time: 1:53:53PM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
54410	599	Other Charges	2016-10-12	1010255577	Food City	7.50
54410	599	Other Charges	2016-10-20	1010255628	Horn, Lindsey E	6.85
54410	599	Other Charges	2016-10-20	1010255646	NAPA Auto Parts Of Morristown	9.96
54410	599	Other Charges	2016-10-20	1010255656	Suntrust Bankcard, NA	9.61
54410	708	Communication Equipment	2016-10-06	1010255530	Home Depot Credit Services	70.95
54410	708	Communication Equipment	2016-10-06	1010255561	Truckers Lighthouse	129.00
54410	708	Communication Equipment	2016-10-20	1010255656	Suntrust Bankcard, NA	65.74
54410	.....	Civil Defense			Total: 14	1,571.35
54490	316	Contributions	2016-10-06	1010255528	Hamblen County E.C.D. / 911	42,448.13
54490	.....	Other Emergency Management			Total: 1	42,448.13
54610	312	Contracts With Private Agencies	2016-10-06	1010255525	Giles, Todd E	120.00
54610	312	Contracts With Private Agencies	2016-10-06	1010255546	Peoples, Jimmy W	240.00
54610	312	Contracts With Private Agencies	2016-10-06	1010255556	Thompson, Claude, JR	240.00
54610	312	Contracts With Private Agencies	2016-10-06	1010255557	Thompson, Tom C, MD	2,083.33
54610	312	Contracts With Private Agencies	2016-10-12	1010255570	Axis Forensic Toxicology, Inc.	250.00
54610	312	Contracts With Private Agencies	2016-10-12	1010255579	Knox County Medical Examiner	4,725.00
54610	312	Contracts With Private Agencies	2016-10-20	1010255600	Axis Forensic Toxicology, Inc.	250.00
54610	399	Other Contracted Services	2016-10-06	1010255516	Davis, Eddie	750.00
54610	435	Office Supplies	2016-10-06	1010255521	Evans Office Supply Co	198.98
54610	.....	County Coroner/Medical Examiner			Total: 9	8,857.31
55110	309	Contracts With Government Agencies	2016-10-06	1010255521	Evans Office Supply Co	228.31
55110	309	Contracts With Government Agencies	2016-10-12	1010255568	AT&T	203.28
55110	309	Contracts With Government Agencies	2016-10-12	1010255572	Canon Solutions America, Inc	18.81
55110	309	Contracts With Government Agencies	2016-10-12	1010255574	Century Link/Business Services	55.68
55110	309	Contracts With Government Agencies	2016-10-12	1010255585	Roberts Cleaning Company	1,699.00
55110	309	Contracts With Government Agencies	2016-10-20	1010255612	Countertops & Cabinets	137.00
55110	309	Contracts With Government Agencies	2016-10-27	1010255675	Atmos Energy	57.51
55110	309	Contracts With Government Agencies	2016-10-27	1010255680	English Mountain Coffee	173.80
55110	309	Contracts With Government Agencies	2016-10-27	1010255681	Evans Office Supply Co	1,815.50
55110	309	Contracts With Government Agencies	2016-10-27	1010255690	Morristown Utilities	2,045.00
55110	309	Contracts With Government Agencies	2016-10-27	1010255700	Walmart Community BRC	553.57
55110	309	Contracts With Government Agencies	2016-10-27	1010255701	Wheeler, Rob	230.17
55110	310	Contracts With Other Public Agencies	2016-10-27	1010255700	Walmart Community BRC	120.64
55110	355	Travel	2016-10-06	1010255544	Myers, Sharon	43.24
55110	355	Travel	2016-10-06	1010255552	Smith, Kim	141.47
55110	355	Travel	2016-10-06	1010255555	Testerman, Carla D	62.98
55110	399	Other Contracted Services	2016-10-06	1010255533	Lamar Companies	1,100.00
55110	399	Other Contracted Services	2016-10-06	1010255564	Welco, LKA Inc	480.00
55110	.....	Local Health Center			Total: 18	9,165.96

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 9
Date: 11/3/2016
Time: 1:53:53PM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55120	316	Contributions	2016-10-06	1010255541	Morristown-Hamblen Humane Soc	11,125.00
55120	.....	Rabies And Animal Control			Total: 1	11,125.00
55170	316	Contributions	2016-10-20	1010255627	Helen Ross McNabb Center	70.00
55170	.....	Alcohol And Drug Programs			Total: 1	70.00
55390	316	Contributions	2016-10-27	1010255700	Walmart Community BRC	95.32
55390	.....	Appropriation To State			Total: 1	95.32
56700	307	Communication	2016-10-06	1010255543	MUS Fibernet	128.26
56700	307	Communication	2016-10-06	1010255563	Verizon Wireless	62.61
56700	336	Maintenance And Repair Services - Equipment	2016-10-12	1010255580	Lane Sales Power Equipment	4.46
56700	338	Maintenance And Repair Services - Vehicles	2016-10-06	1010255547	Porter's Tire Store	94.34
56700	399	Other Contracted Services	2016-10-27	1010255702	Williams, Cindy	350.00
56700	410	Custodial Supplies	2016-10-06	1010255532	Kelsan Inc	393.77
56700	410	Custodial Supplies	2016-10-12	1010255591	Waste Industries/102 Tidiwaste	468.76
56700	412	Diesel Fuel	2016-10-20	1010255670	Voyager Fleet Systems Inc	129.79
56700	415	Electricity	2016-10-06	1010255539	Morristown Utilities	2,640.00
56700	415	Electricity	2016-10-12	1010255567	Appalachian Electric Co-Op	22.71
56700	425	Gasoline	2016-10-20	1010255670	Voyager Fleet Systems Inc	336.47
56700	454	Water And Sewer	2016-10-06	1010255539	Morristown Utilities	1,746.00
56700	509	Refunds	2016-10-20	1010255601	Baker, Rebecca	125.00
56700	599	Other Charges	2016-10-12	1010255575	Citizen Tribune	475.00
56700	599	Other Charges	2016-10-20	1010255617	English Mountain Spring Water	51.00
56700	599	Other Charges	2016-10-27	1010255673	Ace Hardware Of Morristown	49.18
56700	.....	Parks And Fair Boards			Total: 16	7,077.35
56900	309	Contracts With Government Agencies	2016-10-27	1010255685	Hamblen County-Morristown Solid Waste	17,389.50
56900	309	Contracts With Government Agencies	2016-10-27	1010255687	Keep M'town Hamblen Beautiful	523.00
56900	.....	Other Social, Cultural And Recreational			Total: 2	17,912.50
57100	140	Salary Supplements	2016-10-20	1010255658	The University Of TN Extension	35,199.34
57100	307	Communication	2016-10-12	1010255574	Century Link/Business Services	4.91
57100	355	Travel	2016-10-06	1010255535	Long, Debra	60.16
57100	355	Travel	2016-10-20	1010255652	Singleton, Samantha	46.06
57100	435	Office Supplies	2016-10-20	1010255662	TN Extension Association of Family & Consu	55.00
57100	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	112.50
57100	435	Office Supplies	2016-10-27	1010255695	TN Assn Of Agricultural Agents & Specialists	85.00
57100	.....	Agricultural Extension Service			Total: 7	35,562.97
57800	429	Instructional Supplies And Materials	2016-10-27	1010255700	Walmart Community BRC	134.86
57800	.....	Storm Water Management			Total: 1	134.86

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 10
Date: 11/3/2016
Time: 1:53:53PM

Fund: 101 General Fund #(101)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
58110	399	Other Contracted Services	2016-10-06	1010255545	Overhome Septic Services LLC	592.50
58110	399	Other Contracted Services	2016-10-20	1010255642	Morristown Hamblen Emergency Rescue Sq	5,000.00
58110	.....	Tourism			Total: 2	5,592.50
58300	307	Communication	2016-10-12	1010255574	Century Link/Business Services	3.04
58300	334	Maintenance Agreements	2016-10-20	1010255613	Dataspec Inc	399.00
58300	435	Office Supplies	2016-10-27	1010255681	Evans Office Supply Co	245.94
58300	.....	Veterans' Services			Total: 3	647.98
58600	202	Handling Charges & Administrative Costs	2016-10-20	1010255657	TASC - Client Invoices	195.00
58600	210	Unemployment Compensation	2016-10-27	1010255696	TN Dept Of Labor & Workforce Development	535.92
58600	299	Other Fringe Benefits	2016-10-06	1010255529	Hamblen County Government	237.50
58600	299	Other Fringe Benefits	2016-10-20	1010255624	Hamblen County Government	237.50
58600	506	Liability Insurance	2016-10-20	1010255626	Healthstar Physicians, Inc	28.00
58600	515	Liability Claims	2016-10-20	1010255665	Travelers	18,967.35
58600	515	Liability Claims	2016-10-27	1010255682	Goodman, Ginger Lee	95.00
58600	.....	Employee Benefits			Total: 7	20,296.27
91130	304	Architects	2016-10-06	1010255542	Moseley Architects P.C.	0.00
91130	.....	Public Safety Projects			Total: 1	0.00
Total of checks for General Fund #(101)						427,105.35

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 1
Date: 11/3/2016
Time: 1:54:02PM

Fund: 116 Solid Waste/Sanitation Fund #(116)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
55710	302	Advertising	2016-10-20	1160022772	Citizen Tribune	438.71
55710	312	Contracts With Private Agencies	2016-10-06	1160022761	S & B Recycling	2,939.63
55710	336	Maintenance And Repair Services - Equipment	2016-10-12	1160022765	NAPA Auto Parts Of Morristown	2,044.71
55710	336	Maintenance And Repair Services - Equipment	2016-10-12	1160022766	Triad Freightliner	162.02
55710	336	Maintenance And Repair Services - Equipment	2016-10-27	1160022781	Moore's Tractor & Trailer	615.78
55710	353	Towing Services	2016-10-12	1160022764	Lynn Malone Wrecker	475.00
55710	359	Disposal Fees	2016-10-06	1160022760	Hamblen County-Morristown Solid Waste	60,077.50
55710	412	Diesel Fuel	2016-10-20	1160022774	Fuelman	8,377.92
55710	425	Gasoline	2016-10-20	1160022774	Fuelman	141.21
55710	435	Office Supplies	2016-10-06	1160022759	Evans Office Supply Co	96.29
55710	450	Tires And Tubes	2016-10-20	1160022775	Goforth Tire & Auto, Inc	19,821.00
55710	451	Uniforms	2016-10-12	1160022762	Cintas Corp., Loc. 207	1,648.97
55710	499	Other Supplies And Materials	2016-10-12	1160022763	Elliott Boots	100.00
55710	499	Other Supplies And Materials	2016-10-20	1160022770	Bullzye Fire Extinguisher Co	84.50
55710	499	Other Supplies And Materials	2016-10-20	1160022773	Elliott Boots	100.00
55710	.....	Sanitation Management			Total: 15	97,123.24
Total of checks for Solid Waste/Sanitation Fund #(116)						97,123.24

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 1
Date: 11/3/2016
Time: 1:54:56PM

Fund: 131 Highway/Public Works Fund (#131)

ACCT	OBJ	NAME	DATE	Check Nbr	Description	Amount Paid
61000	307	Communication	2016-10-06	1313040905	Verizon Wireless	164.03
61000	307	Communication	2016-10-12	1313040906	AT&T	76.72
61000	317	Data Processing Services	2016-10-06	1313040902	Gravity Networks	135.00
61000	317	Data Processing Services	2016-10-06	1313040904	MUS Fibernet	283.71
61000	317	Data Processing Services	2016-10-27	1313040936	Gravity Networks	135.00
61000	415	Electricity	2016-10-27	1313040938	Holston Electric Cooperative	765.04
61000	442	Propane Gas	2016-10-27	1313040937	Heritage Propane	86.23
61000	454	Water and Sewer	2016-10-20	1313040928	Morristown Utilities	77.00
61000	506	Liability Insurance	2016-10-12	1313040907	Auto Glass of America	259.50
61000	508	Premiums on Corporate Surety Bonds	2016-10-06	1313040897	Bible Insurance Agency	435.00
61000	599	Other Charges	2016-10-06	1313040899	Charter Communications	1,900.00
61000	599	Other Charges	2016-10-06	1313040900	Christian, Mark A	12.00
61000	599	Other Charges	2016-10-06	1313040901	Elliott Boots	186.98
61000	599	Other Charges	2016-10-06	1313040902	Gravity Networks	57.42
61000	599	Other Charges	2016-10-12	1313040910	Cocke Farmers Co-Op	140.94
61000	599	Other Charges	2016-10-20	1313040921	Elliott Boots	100.00
61000	.....	Administration			Total: 16	4,814.57
62000	312	Contracts With Private Agencies	2016-10-20	1313040931	Rose, James Larry	1,000.00
62000	404	Asphalt - Hot Mix	2016-10-12	1313040911	Duracap Asphalt Paving Co, Inc	1,646.50
62000	404	Asphalt - Hot Mix	2016-10-20	1313040920	Apac Atlantic, Inc	5,752.16
62000	409	Crushed Stone	2016-10-27	1313040935	Bean Station Materials Inc.	2,300.91
62000	440	Pipe - Metal	2016-10-12	1313040912	Hayes Pipe Supply, Inc	540.00
62000	451	Uniforms	2016-10-12	1313040909	Cintas Corp., Loc. 207	1,518.35
62000	.....	Highway And Bridge Maintenance			Total: 6	12,757.92
63100	412	Diesel Fuel	2016-10-06	1313040898	BP	78.48
63100	412	Diesel Fuel	2016-10-20	1313040922	Fuelman	2,667.02
63100	416	Equipment Parts - Heavy	2016-10-12	1313040913	NAPA Auto Parts Of Morristown	508.45
63100	416	Equipment Parts - Heavy	2016-10-12	1313040914	The Combs Group, Inc.	592.50
63100	416	Equipment Parts - Heavy	2016-10-20	1313040926	Meade Tractor	218.51
63100	416	Equipment Parts - Heavy	2016-10-20	1313040930	Rogers Manufacturing Co, Inc	1,872.50
63100	424	Garage Supplies	2016-10-20	1313040932	Scott-Gross Co Inc	741.18
63100	425	Gasoline	2016-10-06	1313040898	BP	120.08
63100	425	Gasoline	2016-10-12	1313040908	BP	251.87
63100	425	Gasoline	2016-10-20	1313040922	Fuelman	977.69
63100	450	Tires And Tubes	2016-10-20	1313040923	Goforth Tire & Auto, Inc	15,246.45
63100	499	Other Supplies And Materials	2016-10-20	1313040915	A-1 Equipment Rental	662.31
63100	499	Other Supplies And Materials	2016-10-27	1313040939	Lane Sales Power Equipment	23.88
63100	.....	Operation And Maintenance Of Equipment			Total: 13	23,960.92
66000	210	Unemployment Compensation	2016-10-27	1313040940	TN Dept Of Labor & Workforce Development	65.98
66000	299	Other Fringe Benefits	2016-10-06	1313040903	Hamblen County Government	37.50

**COMMISSION APPROVAL LISTING
MONTHLY CHECKS**

Page: 2
Date: 11/3/2016
Time: 1:54:56PM

Fund: 131 Highway/Public Works Fund (#131)

<u>ACCT</u>	<u>OBJ</u>	<u>NAME</u>	<u>DATE</u>	<u>Check Nbr</u>	<u>Description</u>	<u>Amount Paid</u>
66000	299	Other Fringe Benefits	2016-10-20	1313040925	Hamblen County Government	37.50
66000	.....	Employee Benefits			Total: 3	140.98
Total of checks for Highway/Public Works Fund (#131)						<u>41,674.39</u>



October 19, 2016

TO: Michelle Woods, Finance Director
FROM: Wendy L. Williams, Purchasing Manager
CC: Bill Brittain, County Mayor
RE: Murrell Burglar Alarm - Contracts Renewal

The current Fire/Burglar Alarm contracts for Hamblen County Government with Murrell Burglar Alarm have expired. Murrell has offered new Service and Monitoring plans for the duration of a 3 year period. After the 3 year period the agreement will self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew at least 30 days prior to the expiration of any term.

The total yearly cost for all plans is \$4,421.50.

<u>Murrell Burglar Alarms - New Contracts for Service Plans and Monitoring</u>		<u>Service</u>	<u>Monitoring</u>
<u>Account #</u>		<u>Yearly Cost</u>	<u>Yearly Cost</u>
5736	Maintenance Bldg.	\$ 269.36	\$ 210.00
5352	Health Department - Burglar Alarms	\$ 269.32	\$ 210.00
5352	Health Department - Access	\$ 225.14	--
6042	Courthouse - Main Building and Annex Building (one contract)	\$ 238.16	\$ 282.00
6042	Courthouse - Annex Building (Courthouse one contract)	\$ 134.16	--
6148	Justice Center - Evidence Room	\$ 238.16	\$ 210.00
6717	Justice Center - (Keyscan Access Control System)	\$ 1,331.20	
9290	Security System for Care Here- Hamblen EMP Health Clinic (no service plan/Cellular Monitor only)		\$ 426.00
8360	Narcotics (no service plan/Cellular Monitor only)		\$ 378.00
\$ 4,421.50 < Total Yearly Cost -All service plans.		\$ 2,705.50	\$ 1,716.00

This memo will be placed in the November 2016 Committee packets as an item of information, which will be presented to the County Commission for approval.

Thank you.

WLW

Attachments

Bill Brittain, County Mayor

MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401

RECEIVED
OCT 7 2016

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT OFFICE OF THE
HAMLLEN COUNTY MAYOR

Agreement dated October 4, 2016, by and between MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "Contractor") and Hamblen Co. Justice Center (hereinafter referred to as the "Subscriber" or "Buyer"). Location of premises: 510 Allison St. Morristown TN 37814
Phone: 423-586-3781

Equipment covered by this service contract:

Access Control / Keyscan

1. Service includes all parts and labor. MBA shall service upon Subscriber's request the security equipment installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security equipment made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Foil, batteries, contacts, and obsolete components are not included in this service contract and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security equipment as originally installed without MBA's written consent. MBA shall instruct the Subscriber in the proper use of the security system.

2. (Strike out a or b) Subscriber agrees to pay MBA on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement are due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 1331.20 plus tax, per month, payable quarterly, semi-annually, or annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of two years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. MBA shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: MBA does not represent nor warrant that the security equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that MBA is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

MURRELL TECHNOLOGIES L.P. (for residential customers only)

D/B/A MURRELL BURGLAR ALARMS: NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: Haley Moore ER-29371

Subscriber/Buyer (Print Name)

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

By: _____ Social Security Number _____

Credit Card #: _____

(Print Full Name of Signer)

Expiration Date: _____

Security Code: _____

Address

Mastercard Visa American Express

Tax ID, SSN or EIN _____ Type and jurisdiction of organization and ID, if any _____
The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card): _____

Signature, Name must be printed below

Social Security Number

Billing Address: _____

(Print Full Name)

[Return to Committee Cover Page](#)

Zip Code: _____

Residence Address

MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated October 1, 2016, by and between MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "Contractor") and HAMBLÉN CO. EVIDENCE ROOM (hereinafter referred to as the

"Subscriber" or "Buyer"). Location of premises: _____
Phone: 423-585-2770

Effective your next billing period

Equipment covered by this service contract:

BURGLAR ALARM EQUIPMENT

1. Service includes all parts and labor. MBA shall service upon Subscriber's request the security equipment installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security equipment made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Foil, batteries, contacts, and obsolete components are not included in this service contract and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security equipment as originally installed without MBA's written consent. MBA shall instruct the Subscriber in the proper use of the security system.

2. (Strike out a or b) Subscriber agrees to pay MBA on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement are due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 238.16, plus tax, per year, payable quarterly, semi-annually, or annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of two years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. MBA shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: MBA does not represent nor warrant that the security equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that MBA is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

**MURRELL TECHNOLOGIES L.P.
D/B/A MURRELL BURGLAR ALARMS:**

(for residential customers only)
NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: M. Suzette Murrell Kirk LP

Subscriber/Buyer (Print Name)



Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

By: _____
Subscriber/Buyer

Credit Card #: _____
Expiration Date: _____
Security Code: _____

(Print Full Name of Signer)

Address

Mastercard Visa American Express
 Discover

Tax ID: SSN or EIN _____ Type and jurisdiction of organization and ID, if any
The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card): _____

Signature, Name must be printed below

Social Security Number

Billing Address: _____

(Print Full Name)

Zip Code: _____

Residence Address

MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated August 17, 2016, by and between MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "Contractor") and Hamblen Co. Courthouse (hereinafter referred to as the

"Subscriber" or "Buyer") Location of premises: 511 West 2nd North Street
Phone: 423-586-1931 MORRISTOWN TN 37814

Equipment covered by this service contract:
Burglar Alarm Main Building: \$238.16
New Additions: \$134.16

1. Service includes all parts and labor. MBA shall service upon Subscriber's request the security equipment installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security equipment made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Foil, batteries, contacts, and obsolete components are not included in this service contract and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security equipment as originally installed without MBA's written consent. MBA shall instruct the Subscriber in the proper use of the security system.

2. (Strike out a or b) A Subscriber agrees to pay MBA on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement are due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 372.32, plus tax per month, payable quarterly, semi-annually, (or annually) advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of two years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. MBA shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: MBA does not represent nor warrant that the security equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that MBA is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

MURRELL TECHNOLOGIES L.P. (for residential customers only)

D/B/A MURRELL BURGLAR ALARMS: NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: Ashley D. Jones
ER22905

Subscriber/Buyer (Print Name)

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

By: N/A
Subscriber/Buyer Social Security Number

Credit Card #:

(Print Full Name of Signer)

Expiration Date:

Security Code:

Address

Mastercard Visa American Express

Tax ID SS# or EIN

Type and jurisdiction of organization and ID, if any

The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card):

Signature, Name must be printed below

Social Security Number

Billing Address:

(Print Full Name)

[Return to Committee Cover Page](#)

Zip Code:

Residence Address

MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401

STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated August 17, 2016, by and between MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "Contractor") and Hamblen Co. Courthouse Maint. (hereinafter referred to as the "Subscriber" or "Buyer"). Location of premises: 514 West 2nd North Street
Phone: 423-585-2746 MORRISTOWN TN 37814

Equipment covered by this service contract:

Burglar Alarm Equipment

1. Service includes all parts and labor. MBA shall service upon Subscriber's request the security equipment installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security equipment made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Foil, batteries, contacts, and obsolete components are not included in this service contract and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security equipment as originally installed without MBA's written consent. MBA shall instruct the Subscriber in the proper use of the security system.

2. (Strike out a or b) X Subscriber agrees to pay MBA on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement are due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 269.30 plus tax per month, payable quarterly, semi-annually, or annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of two years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. MBA shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

4. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: MBA does not represent nor warrant that the security equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that MBA is not an insurer, and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

MURRELL TECHNOLOGIES L.P.

(for residential customers only)

D/B/A MURRELL BURGLAR ALARMS:

NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: Ashtley DeJong
ER22965

Subscriber/Buyer (Print Name)

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

By: N/A
Subscriber/Buyer Social Security Number

Credit Card #:

(Print Full Name of Signer)

Expiration Date:

Security Code:

Address

Mastercard Visa American Express

Tax ID, SSN or EIN _____ Type and jurisdiction of organization and ID, if any
The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card):

Signature, Name must be printed below _____ Social Security Number N/A

Billing Address: _____

(Print Full Name)

[Return to Committee Cover Page](#)

Zip Code: _____

Residence Address



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN, ALARM CERT. #C-0002 - VA, ALARM LIC. 11-3642

MORRISTOWN, TENNESSEE 37814-1056

ESA-TESA

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 4th day of October 2016, between Murrell Burglar Alarms referred to as "Lessor," and Hamblen Co. Narcotics referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:
(a) The sum of \$ N/A for the installation of the central office transmitter;
(b) The sum of \$ N/A, plus tax, per month, payable N/A in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefore, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (WAIVED) installation and \$ 378.00 Annually. Lessee accepts or denies this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays; Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee. The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire, smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor: Haley Moore
By Haley Moore ER-29371

Return to Committee Cover Page
 Lessee
Print Name Signed



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 · VA. ALARM LIC. 11-3642

ESA-TESA

MORRISTOWN, TENNESSEE 37814-1056

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this

4th

day of October 2016

between Murrell Burglar Alarms

referred to as "Lessor," and

Morristown Hamblen Emp. Health Clinic 1748 W. A. HWY

referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 750.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:

(a) The sum of \$ N/A for the installation of the central office transmitter;

(b) The sum of \$ N/A, plus tax, per month, payable N/A in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (NATVED) installation and \$ 38.00/426.00 per month/year. Lessee accepts or denies this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor as named insured in "loss payable" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS; LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor:

By Haley Moore ER-29371

*
*

Return to Committee Cover Page

Lessee

Print Name Signed



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 • VA. ALARM LIC. 11-3642

ESA-TESA

5353 OLD HWY. 11-E

MORRISTOWN, TENNESSEE 37814-1056

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 4th day of October 2016, between Murrell Burglar Alarms referred to as "Lessor," and Hambten Co. Evidence Room referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:

(a) The sum of \$ N/A for the installation of the central office transmitter;

(b) The sum of \$ 210.00, plus tax, per month, payable Annually in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (WAIVED) installation and \$ 38.00 per month. Lessee accepts int. or denies X this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire, smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor:

By Haley Moore ER-29371

X
X

Return to Committee Cover Page

Lessee

Print Name Signed



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 · VA. ALARM LIC. 11-3642

ESA-TESA

MORRISTOWN, TENNESSEE 37814-1056

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 4th day of October 2016 between Murrell Burglar Alarms referred to as "Lessor," and Hamblen Co. Courthouse - 511 N. 2nd North St. referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:
(a) The sum of \$ N/A for the installation of the central office transmitter;

(b) The sum of \$ 282.00, plus tax, per month, payable Annually in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (WATYED) installation and \$ 38.00 per month. Lessee accepts int. or denies X this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor:
By Haley Moore ER-29371

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X Return to Committee Cover Page
Lessee



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 • VA. ALARM LIC. 11-3642

ESA-TESA

5353 OLD HWY. 11-E

MORRISTOWN, TENNESSEE 37814-1056

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 4th day of October 2016, between Murrell Burglar Alarms referred to as "Lessor," and Hamblen Co. Health Dept. - 331 W. Main Street referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:

(a) The sum of \$ N/A for the installation of the central office transmitter;

(b) The sum of \$ 210.00, plus tax, per month, payable Annually in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Central communications has been offered to Lessor at an additional charge of \$ 250.00 (WAIVED) installation and \$ 38.00 per month. Lessee accepts int. or denies X this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

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13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS; LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire, smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor:
By Haley Moore
Haley Moore ER-29371

X X
Return to Committee Cover Page
Lessee



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 • VA. ALARM LIC. 11-3642

ESA-TESA

5353 OLD HWY. 11-E

MORRISTOWN, TENNESSEE 37814-1056

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 4th day of October 2016 between Murrell Burglar Alarms referred to as "Lessor," and Hamblin Co. Courthouse Maint. - 514 N. 2nd N. St. referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated October 4, 2016, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 Communicator

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:

(a) The sum of \$ N/A for the installation of the central office transmitter;

(b) The sum of \$ 210.00 plus tax, per month, payable Annually in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT; RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, as its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (WAIVED) installation and \$ 38.00 per month. Lessee accepts Int. or denies X this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION. Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold up, fire smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor: Stobley Moore

By Haley Moore ER-29371

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Return to Committee Cover Page

Lessee

Print Name Signed



MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401

STANDARD INSPECTION AND PER CALL FIRE DETECTION EQUIPMENT SERVICE CONTRACT

Agreement made this 1st day of October, 2016, by and between MURRELL BURGLAR ALARMS, (hereinafter referred to as "MBA" or "Contractor") and Hamblen County Health Department

(hereinafter referred to as the "Subscriber" or "Buyer"). Location of premises: 331 West Main Street Phone: 423-686-6431

Equipment covered by this inspection:

Fire Alarm Equipment

1. Inspection Service. Subscriber agrees to pay MBA for inspection service the sum of \$ 204.88, per month, payable annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.
Subscriber to initial here if Inspection Service is part of this contract: SM

MBA SHALL PERFORM THE FOLLOWING INSPECTIONS:

Type of Inspection	Subscriber's Initials (Initial if Service is to be Performed)	Frequency	Initial Inspection Date
Fire Detection Equipment Inspection	<u>SM</u>	<u>X</u>	_____
Extinguisher Inspection	_____	_____	_____
Smoke Detector Inspection	_____	_____	_____
Sprinkler Inspection	_____	_____	_____
Carbon Monoxide Inspection	_____	_____	_____

2. Fire Detection Equipment Inspection. If fire detection equipment or fire alarm inspection is specified under the Schedule of Inspections as a service to be provided, an operational or electronic test of all devices will be performed at the frequency indicated. A "Blow Out" cleaning, with compressed air, will be performed on all Smoke Detectors at least annually.

3. Extinguisher Inspection. If Extinguisher Inspection is specified under the Schedule of Inspection, as a service to be provided, each unit will receive a weigh test and tag inspection at least annually.

4. Smoke Detector Inspection. If Smoke Detector Inspection is specified under the Schedule of Inspections as a service to be provided, a minimum of two Semi-Annual Cleanings together with an Annual Calibration, if required by local code, shall be performed on all Smoke Detectors listed in the Schedule of Equipment.

5. Sprinkler Inspection. If Sprinkler Inspection is specified under the Schedule of Inspections as a service to be provided, a visual inspection of all mechanical Sprinkler System components shall be performed.

6. Carbon Monoxide Inspection. If Carbon Monoxide Inspection is specified under the Schedule of Inspections as a service to be performed, a visual inspection of the device shall be performed and subscriber notified if replacement is required. Subscriber acknowledges that carbon monoxide devices have a limited life span in accordance with the manufacturer's warranty and promotional material which subscriber acknowledges having received from the carbon monoxide devices and this inspection service does not include repair or replacement of such devices.

7. Repair Service: Subscriber agrees to pay MBA for repair service on a per call basis for service for all parts and labor at time of service. Service will be billed at our standard rate in effect at the time service is performed.

8. The term of this agreement shall be for a period of two years. This agreement shall renew itself month to month thereafter under the same terms and conditions, unless either party terminates this agreement by sending written notice by certified mail, return receipt requested, to the other party thirty days prior to the renewal period.

9. MBA does not represent nor warrant that the fire detection equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the fire detection equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming. The customer is to provide either ladders or hi-lows for access to any fire alarm or fire detection devices located above 10 feet in height.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

**MURRELL TECHNOLOGIES L.P.
D/B/A MURRELL BURGLAR ALARMS :**

By: M. Suzette Murrell Kirk LP

Title LP Date 8/4/16

Subscriber agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: _____

Security Code: _____

Expiration Date: _____

Mastercard Visa American Express

Cardholder's Name (As it appears on credit card): _____

Billing Address: _____

SUBSCRIBER/BUYER:

Hamblen County Health Department
Name must be printed - Use Full business name

By: Sherrie Montgomery
Signature
Sherrie Montgomery
Print Name

PH County Director 8/9/16
Title Date

Tax ID SSN or EIN _____ Type and jurisdiction of organization and ID, if any
The undersigned personally guarantees subscriber's performance of this agreement

Sherrie Montgomery
Name must be printed below Social Security Number

1000 Shadow Wood Lane, Morristown, TN
Residence Address

37814

10. Subscriber agrees that MBA is not an insurer and no insurance coverage is offered herein. The fire detection equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

11. Subscriber agrees that should there arise any liability on the part of MBA as a result of MBA's negligent performance to any degree, failure to perform any of MBA's obligations, equipment failure or strict products liability, that MBA's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase MBA's maximum amount of MBA's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with MBA's increased liability. This shall not be construed as insurance coverage.

12. Subscriber agrees to and shall indemnify and hold harmless MBA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorney's fees, and losses asserted against and alleged to be caused by MBA's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MBA or its subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this contract without MBA's consent. MBA shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.

13. Any action by subscriber against MBA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against MBA must be based on the provisions of this agreement. Any other action that subscriber may have or bring against MBA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

14. Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which subscriber and MBA are named as insured and under which the insurer agrees to indemnify and hold MBA harmless from and against all costs, expenses including attorneys fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by MBA's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify subscriber for property on its premises. MBA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the subscriber from insurance covering such loss or damage or for such loss or damage against which the subscriber is indemnified or insured.

15. After the expiration of one year from the date hereof MBA shall be permitted from time to time to increase the servicing charge by an amount not to exceed nine percent each year and subscriber agrees to pay such increase.

16. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MBA for any fines relating to permits or false alarms. MBA shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should MBA be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MBA for such service or material.

17. TESTING OF FIRE DETECTION SYSTEM: The parties hereto agree that the fire detection equipment, once installed, is in the exclusive possession and control of the Subscriber, and except for MBA's scheduled inspections, it is Subscriber's sole responsibility to test the operation of the fire detection equipment and to notify MBA if any equipment is in need of repair. MBA shall not be required to service the fire detection equipment unless it has received notice from Subscriber, and upon such notice, MBA may service the fire detection equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. provided Subscriber agrees to pay for the labor and material charge for such service. Nothing contained herein shall be construed to require Subscriber to request service from MBA or require MBA to provide per call Repair Service. Subscriber may request Repair Service from third parties and MBA shall have no responsibility for the performance of third parties engaged by Subscriber. Subscriber agrees to test and inspect the fire detection equipment and to advise MBA of any defect, error or omission in the fire detection equipment. The Subscriber must supply MBA with any ladders or scaffolding to test any device over 10 feet above the finished floor.

18. MBA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MBA's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. The Subscriber shall allow MBA free access to all areas that require inspection and shall pay a re-inspection fee for return visits to inspect areas not previously accessible.

19. In the event MBA refers this contract to an attorney, Subscriber shall pay MBA's attorney's fees. The parties waive trial by jury in any action between them. In any action commenced by MBA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Tennessee and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Tennessee and in the County where MBA's principal place of business is located. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by the U.S. Post Office or overnight carrier to addresses in this agreement.

Provided inspection service is included in this contract and Subscriber has agreed to pay a fixed amount for inspection service pursuant to paragraph 1, the parties agree that due to the nature of the services to be provided by MBA, the payments to be made by subscriber for the term of this agreement are an integral part of MBA's anticipated profits and in the event of subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate MBA's actual damages. Therefore, in the event of subscriber's default of this agreement subscriber shall pay to MBA 80% of the balance due for the term of this agreement as liquidated damages. MBA may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein.

20. Subscriber agrees that MBA is authorized and permitted to subcontract any services to be provided by MBA to third parties who may be independent of MBA, and that MBA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MBA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of MBA.

21. FIRE DETECTION INTEREST/COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants MBA a fire detection interest in the fire detection equipment installed by MBA and MBA is authorized to file a financing statement.

22. FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except MBA's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

MURRELL BURGLAR ALARMS
5353 Old Hwy. 11-E
Morristown, TN 37814-1056
(423) 586-9401



STANDARD SECURITY EQUIPMENT SERVICE CONTRACT

Agreement dated October 1, 2016, by and between MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "Contractor") and HAMBLÉN COUNTY HEALTH DEPARTMENT (hereinafter referred to as the "Subscriber" or "Buyer"). Location of premises: 331 WEST MAIN STREET MORRISTOWN TN 37815
Phone: 423-586-8431

Effective your next billing period.

Equipment covered by this service contract:

- BURGLAR ALARM SYSTEM - \$269.32
- ACCESS CONTROL SYSTEM - \$225.14

1. Service includes all parts and labor. MBA shall service upon Subscriber's request the security equipment installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security equipment made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Foil, batteries, contacts, and obsolete components are not included in this service contract and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security equipment as originally installed without MBA's written consent. MBA shall instruct the Subscriber in the proper use of the security system.

2. (Strike out a or b) (a) Subscriber agrees to pay MBA on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service.

(b) The balance of payments for the term of this agreement are due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided hereafter. Subscriber agrees to pay the sum of \$ 484.46 plus tax, per year, payable quarterly, semi-annually, or annually in advance for the term of this agreement, commencing the first day of the month next succeeding the date hereof, all payments being due on the first of the month.

3. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of two years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. MBA shall be permitted, from time to time to increase the servicing charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as involved.

4. NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY: MBA does not represent nor warrant that the security equipment will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, smoke, equipment failure or otherwise, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that MBA is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. MBA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for MBA's default hereunder is to require MBA to repair or replace, at MBA's option, any equipment covered by this contract which is non-operational. Subscriber authorizes MBA to access the control panel to input or delete data and programming.

5. EXCULPATORY CLAUSE: Subscriber agrees that MBA is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though MBA does not guarantee that no loss will occur. MBA is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases MBA from any claims for contribution, indemnity or subrogation.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT.
READ THEM BEFORE YOU SIGN THIS CONTRACT.**

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

MURRELL TECHNOLOGIES L.P.
D/B/A MURRELL BURGLAR ALARMS:

(for residential customers only)
NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: M. Suzette Murrell Kirk LP

Sherrie Montgomery for Hamblen County Health Dept
Subscriber/Buyer (Print Name)

By: Sherrie Montgomery 8/9/16
Subscriber/Buyer

Sherrie Montgomery
(Print Full Name or Alias)

331 West Main St. Morristown TN 37814
Address

Subscriber/Buyer agrees to have its credit card automatically charged for all service charges under this contract.

Credit Card #: _____

Expiration Date: _____

Security Code: _____

Mastercard Visa American Express

Discover

Cardholder's Name (As it appears on credit card): _____

Billing Address: _____

Zip Code: _____

The undersigned personally guarantees subscriber's performance of this agreement

Sherrie Montgomery
Signature, Name must be printed below

Sherrie Montgomery
(Print Full Name)

1020 Shadow Wood Lane
Residence Address

Return to Committee Cover 9/8/16

6. **LIMITATION OF LIABILITY:** Subscriber agrees, that should there arise any liability on the part of MBA as a result of MBA's negligent performance to any degree, failure to perform any of MBA's obligations, equipment failure or strict products liability, that MBA's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase MBA's maximum amount of MBA's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with MBA's increased liability. This shall not be construed as insurance coverage.

7. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless MBA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties, or subscriber, including reasonable attorney's fees, and losses asserted against and alleged to be caused by MBA's performance, negligent performance or failure to perform its obligations. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MBA or its subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this contract without MBA's consent. MBA shall be permitted to assign this contract and upon such assignment shall be relieved of further obligation under this contract.

8. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of MBA's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of MBA, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 6, whichever is greater, as liquidated damages in complete satisfaction of such liability and MBA is released and discharged from any further liability.

9. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which Subscriber and MBA are named as insured, and under which the insurer agrees to indemnify and hold MBA harmless from and against all costs, expenses including attorneys fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by MBA's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. MBA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

10. **ADDITIONAL CHARGES:** If Subscriber requests MBA to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MBA \$90.00 for each such service.

11. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MBA for any fines relating to permits or false alarms. MBA shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should MBA be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay MBA for such service or material.

12. **IF THIS IS A CONSUMER TRANSACTION:** (a) MBA or any subcontractor engaged by MBA to perform the work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.

13. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify MBA if any equipment is in need of repair. MBA shall not be required to service the security equipment if subscriber is in default and unless it has received notice from Subscriber, and upon such notice, MBA shall service the security equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise MBA of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and MBA fails to repair the security equipment within 72 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to MBA, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by MBA, evidencing that service was requested by Subscriber.

14. **DELAY IN INSTALLATION:** MBA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MBA's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

15. **LEGAL ACTION:** Any action by Subscriber against MBA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against MBA must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MBA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Provided Subscriber has agreed to pay for service pursuant to paragraph 2(b), the parties agree that due to the nature of the services to be provided by MBA, the payments to be made by Subscriber for the term of this agreement are an integral part of MBA's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate MBA's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to MBA 80% of the balance due for the term of this agreement as liquidated damages, and MBA shall be permitted to terminate all its services under this agreement without relieving Subscriber of any obligation herein. In the event MBA refers this contract to an attorney, Subscriber shall pay MBA's attorney's fees. The parties waive trial by jury in any action between them. In any action commenced by MBA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Tennessee and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Tennessee and in the County where MBA's principal place of business is located. Any service of process or papers in any action, proceeding or arbitration may be served by first class mail delivered by U.S. Post Office or overnight carrier to addresses in this agreement.

16. **MBA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that MBA is authorized and permitted to subcontract any services to be provided by MBA to third parties who may be independent of MBA, and that MBA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Subscriber appoints MBA to act as Subscriber's agent with respect to such third parties, except that MBA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MBA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of MBA.

17. **NON-SOLICITATION.** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of MBA assigned by MBA to perform any service for or on behalf of Subscriber for a period of two years after MBA has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, MBA shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with MBA, times twelve, together with MBA's counsel and expert witness fees.

18. **SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants MBA a security interest in the security equipment installed by MBA and MBA is authorized to file a financing statement.

19. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except MBA's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.



To: Hamblen County Finance Committee
 From: Wendy Williams, Purchasing Manager
 Date: 11/03/2016
 Re: Banking Services – Hamblen County Government (RFP #2016-11)

Proposal Evaluation

Four (4) proposals of Banking Services for Hamblen County Government were received and evaluated.

Home Trust Bank’s proposal looks favorable to generate approximately \$25,000 savings versus the 2nd best proposal.

Hamblen County, Tennessee				
RFP Name: #2016-11 Banking Services - Hamblen County Government				
Proposal Tabulation				
Bank Name >	Home Trust Bank	First Tennessee Bank	Capital Bank	SunTrust Bank
Bank Address>	120 Evans Avenue, Morristown TN 37814	1112 W 1st N St, Morristown TN 37814	3610 W. A. J. Hwy. Morristown TN 37814	400 W main St. Morristown TN 37814
Bid submitted correctly?	Yes	Bid Name not on Envelope	Yes	Bid Name not on Envelope
Anti-Collusion Statement Signed?	Yes	Yes	Yes	Yes
Exceptions:	None	None	Exception with Section 6 Agreement	Exception with Collateral Margin
Compensating Balance:	5 mm	3.5 mm	10 mm	*
% of Interest Paid:	.6 sweep / .5 non-sweep	0.35	0.5	0.2
Accept Tax Payments?	Yes	Yes	Yes	No
Armored Car Service?	Suggest - Loomis or Brinks	Suggest - Loomis	Suggest - Loomis	Suggest - Brinks
ATM's for Courthouse?	No	No - provided outside quote	No	No
Currency Counters for Trustee?	No	No - provided outside quote	No	No
Insurance Documentation:	Yes	Yes	Yes	Yes
Number of Branches in Morristown Area:	2	3	3	2

wlw



TENNESSEE
Hamblen County
 SERVICE • COMMUNITY • INDUSTRY
 OFFICE OF THE MAYOR

Hamblen County Commission

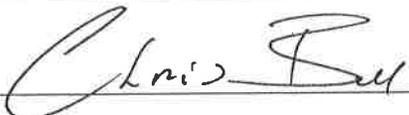
Month NOVEMBER Year 2016

Fund #101 DEPT: CIVIL DEFENSE

Account Number	Description	Increase	Increase
	APPROPRIATIONS:		
	CIVIL DEFENSE		
	Increase Appropriations		
54490.790	Other Emergency Management	2,725	
47235.000	Homeland Security Grants		2,725

Brief Descriptions of issue:

To appropriate remaining funds that were awarded for the FY15 Homeland Security Grant. The Hamblen County Legislative Body originally approved the appropriation in May 2016. This amount represents the remaining balance as of June 30, 2016. This grant does not require matching funds.

Signature: 
 Title: Director
 Date: 10-18-16

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment: _____
 Date: _____



TENNESSEE
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 OFFICE OF THE MAYOR

Hamblen County Commission

Month NOVEMBER Year 2016

Fund #101

DEPT: PUBLIC HEALTH AND WELFARE PROJECTS

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	PUBLIC HEALTH AND WELFARE PROJECTS		
	Increase Appropriations		
91140.707	Building Improvements	84,000	
	Decrease Fund Balance		
34630.000	Committed for Public Health and Welfare		45,627
34730.000	Assigned for Public Health and Welfare		38,373

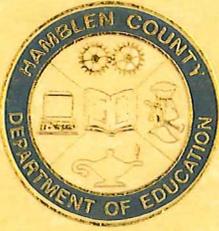
Brief Descriptions of issue:

To appropriate funds for the Health Department painting and flooring. The bid was approved by the HCLB on October 13, 2016 with the painting bid awarded to Commercial Painting in the amount \$25,000 and the flooring bid awarded to Parker's Floor Covering in the amount \$59,000.

Signature: *Bill Ginter*
 Title: County Mayor
 Date: 10/26/16

For Finance Department Only:

Reviewed by: _____
 Budget Amendment: _____
 Date: _____



HAMBLLEN COUNTY DEPARTMENT OF EDUCATION

210 East Morris Boulevard
Morristown, Tennessee 37813
Phone (423) 586-7700 • Fax (423) 586-7747

*The mission of Hamblen County Schools is to educate students
so they can be challenged to successfully compete in their chosen fields.*

DR. DALE P. LYNCH
Director

BOARD OF EDUCATION

Shahin Assadnia

Carolyn Clawson

Joe Gibson, Jr.

Roger Greene

James Grigsby

Janice Haun

Clyde Kinder

AMENDMENT #1 2016-2017

The Hamblen County Board of Education requests approval from the Hamblen County Commission for Amendment #1 to the 2016-2017 General Purpose Budget. This amendment was approved by the Board of Education on September 13, 2016.

On August 18, 2016, the Hamblen County Commission approved a General Purpose Budget in the amount of \$81,001,155.30. Amendment #1 will increase the budget to \$81,127,258.57.

This amendment does not affect the County's maintenance of effort.

A handwritten signature in cursive script, appearing to read "Dale Lynch", is written over a horizontal line.

Dale Lynch, Director of Schools

**HAMBLLEN COUNTY DEPARTMENT OF EDUCATION
2016-2017
Dr. Dale Lynch, Director
GENERAL PURPOSE
AMENDMENT #1**



HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2016-2017
AMENDMENT #1 - EXTERNAL

EXPENDITURE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
71100-127	EXTENDED CONTRACT	\$ -	\$ 20,650.00	\$ -	\$ 20,650.00	EXTENDED CONTRACT RESERVE
71100-201	SOCIAL SECURITY	\$ 1,710,523.00	\$ 1,216.55	\$ -	\$ 1,711,739.55	EXTENDED CONTRACT RESERVE
71100-204	STATE RETIREMENT	\$ 2,448,908.00	\$ 1,800.00	\$ -	\$ 2,450,708.00	EXTENDED CONTRACT RESERVE
71100-212	EMPLOYER MEDICARE	\$ 404,450.00	\$ 200.00	\$ -	\$ 404,650.00	EXTENDED CONTRACT RESERVE
71300-599	OTHER CHARGES	\$ -	\$ 3,254.75	\$ -	\$ 3,254.75	BUDGETING RESERVE FOR ALOCA GRANT FOR STUDENT INDUSTRY CERT.
72120-499	OTHER SUPPLIES AND MATERIALS	\$ 1,000.00	\$ 8,822.33	\$ -	\$ 9,822.33	TOBACCO CESSATION GRANT THROUGH COORDINATED SCHOOL HEALTH
72210-599	OTHER CHARGES	\$ 41,150.00	\$ 249.49	\$ -	\$ 41,399.49	BUDGETING RESERVE FOR UTRUST BETA GRANT
72210-524	STAFF DEVELOPMENT	\$ 57,000.00	\$ 15,000.00	\$ -	\$ 72,000.00	BUDGETING RESERVE FOR ALOCA GRANT FOR AP TEACHER TRAINING
72250-709	DATA PROCESSING EQUIPMENT	\$ 175,951.00	\$ 74,910.15	\$ -	\$ 250,861.15	E-RATE FUNDING (\$59,513.15) / E-RATE RESERVE (\$15,397)
TOTALS		\$ 4,838,982.00	\$ 126,103.27	\$ -	\$ 4,965,085.27	
NET INCREASE			\$ 126,103.27			

HAMBLEN COUNTY SCHOOLS
GENERAL PURPOSE SCHOOL BUDGET
2016-2017
AMENDMENT #1 - EXTERNAL

REVENUE CODE	TITLE	BUDGET	INCREASE	DECREASE	ACTUAL	PURPOSE
34379	EXTENDED CONTRACT RESERVE	\$ -	\$ 23,866.55	\$ -	\$ 23,866.55	BUDGETING EXTENDED CONTRACT RESERVE
34383	E-RATE RESERVE	\$ -	\$ 15,397.00	\$ -	\$ 15,397.00	BUDGETING E-RATE RESERVE FOR TECHNOLOGY
34590	UTRUST BETA GRANT RESERVE	\$ -	\$ 249.49	\$ -	\$ 249.49	BUDGETING RESERVE FOR UTRUST BETA GRANT
34591	ALOCA GRANT RESERVE	\$ -	\$ 18,254.75	\$ -	\$ 18,254.75	BUDGETING ALOCA GRANT RESERVE/INDUSTRY CERT. AND AP TEACHER TRAINING
44146	E-RATE FUNDING	\$ -	\$ 59,513.15	\$ -	\$ 59,513.15	E-RATE FUNDING FOR TECHNOLOGY
44570	CONTRIBUTIONS AND GIFTS	\$ 500.00	\$ 8,822.33	\$ -	\$ 9,322.33	TOBACCO CESSATION GRANT THROUGH COORDINATED SCHOOL HEALTH
TOTALS		\$ 500.00	\$ 126,103.27	\$ -	\$ 126,603.27	
NET INCREASE			\$ 126,103.27			

October	2016													
Permit	Date	Applicant	Type	Address	Construction	Permit	SW	Plumbing	Mech.	Gas	Total	Tax Map	Group	Parcel
14-638	10/6/16	Lester	screened porch	4260 Oak Trace Drive	\$45,000.00	\$180.00					\$180.00	035L	B	010.00
14-639	10/5/16	Tompkins	DWMH	177 Sparks Lane	\$197,760.00	\$350.00					\$350.00	013P	B	
14-640	10/7/16	Stone	house (1,876 sq ft)	2381 Boat Dock Road	\$300,000.00	\$1,106.00	\$100.00	\$75.00	\$15.00		\$1,296.00	039I	A	013.00
14-641	10/7/16	Greene	storage bldg commercial	7474 St Clair Road	\$70,000.00	\$2,640.00					\$2,640.00	012		026.14
14-642	10/11/16	Rodriquez	room addition/deck	2954 Enka Hwy	\$9,900.00	\$145.00					\$145.00	042		107.00
14-643	10/13/16	Greene	house (1920 sq ft)	4586 Witt View Drive	\$110,000.00	\$1,056.00					\$1,056.00	050		148.00
14-644	10/11/16	Butterworth	accessory building	3048 Valley Home Road	\$40,000.00	\$225.00					\$225.00	056		011.01
14-645	10/17/16	Herron	accessory building	3050 Alpha Valley Home Road	\$25,000.00	\$312.00		\$25.00			\$337.00	056		016.01
14-646	10/19/16	Southerland	storage bldg	5660 Byrd Rod	\$300.00	\$0.00					\$0.00	018		046.04
14-647	10/20/16	Webb	addition	8276 Grove Street	\$10,000.00	\$100.00		\$25.00			\$125.00	013		034.00
14-648	10/24/16	Steisslinger	attached garage	7775 Melanie Circle	\$125,000.00	\$697.25		\$20.00			\$717.25	046F	B	004.00
14-649	10/24/16	Lawson	house (renewed void permit)	2157 Fernwood Church Road	\$85,000.00	\$438.50					\$438.50	056		076.19
14-650	10/25/16	Schneider	house (3042 sq ft)	8196 Hulls Mill Road	\$377,466.00	\$1,834.60	\$100.00	\$105.00	\$20.00	\$30.00	\$2,089.60	053		020.02
14-651	10/25/16	Christian	room addition/accessory bldg	1985 Cedar Creek Road	\$3,000.00	\$158.00					\$158.00	018		024.00
14-652	10/25/16	Bowlin	carport cover	574 Susong Drive	\$4,000.00	\$25.00					\$25.00	024G	A	010.00
14-653	10/18/16	Carlyle	house (1008 sq ft)	6572 Lainey Jane court	\$110,000.00	\$554.40	\$100.00	\$65.00	\$15.00		\$734.40	019		pt of 026.11
14-654	10/28/16	Cates	accessory building	1680 Lake Park Circle	\$10,000.00	\$156.00					\$156.00	039K	A	050.05
14-655	10/31/16	Mongold	accessory building	Cherokee Drive	\$25,000.00	\$300.00					\$300.00	024		079.00
Total		18		Total:	\$1,547,426.00	\$10,277.75	\$300.00	\$315.00	\$50.00	\$30.00	\$10,972.75			
Running	Total	116			\$6,107,749.00	\$38,854.75	\$2,400.00	\$2,125.00	\$390.00	\$140.00	\$43,659.25			
												ETHRA	Monthly	YTD
					Total No.	Amount		Total				HOMES	0	0
				Copies and Miscellaneous		\$0.00		\$0.00	October					
				Re-Zoning Request		\$75.00		\$0.00	Grand					
				Variance Request		\$50.00		\$0.00	Total:		\$11,222.75			
				Plat Approval	1	\$150.00		\$150.00						
		3 lots or	more	Land Disturbance/Development		\$100.00		\$0.00	2014-2015					
				Use on Review	2	\$50.00		\$100.00	Running					
				Refunds				\$0.00						
				Total Collected				\$250.00	Total:		\$44,934.25			
				Running Total Collected				\$1,275.00						

LAW OFFICES
CAPPS, CANTWELL, CAPPS & BYRD
P.O. Box 1897
1004 WEST FIRST NORTH STREET
MORRISTOWN, TENNESSEE 37816-1897

PAUL R. CAPPS (1922-2003)

CHRISTOPHER P. CAPPS
DAVID S. BYRD

ELIANA LEAL, ASSOCIATE

TELEPHONE: (423) 586-3083
FACSIMILE: (423) 586-0513
WEBSITE: cccblaw.com
E-MAIL: info@cccblaw.com

October 31, 2016

Mr. Bill Brittain, County Mayor
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

**RE: INVOICES FOR LEGAL SERVICES RENDERED ON BEHALF
OF HAMBLLEN COUNTY, TENNESSEE - OCTOBER, 2016**

Dear Bill:

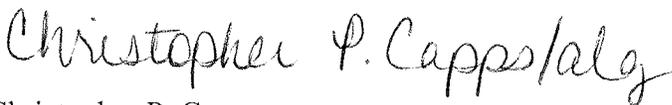
Please find enclosed four (4) invoices representing legal services rendered on behalf of Hamblen County, Tennessee during the month of October, 2016.

As usual, one invoice covers our General/Miscellaneous File and three invoices cover separate county departments.

Please review these invoices, and if you have any questions, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,



Christopher P. Capps

CPC/alg

Enclosures

C:\USERS\AMY GREER\DOCUMENTS\PUBLIC FOLDERS\DOCUMENTS\HAMBLLEN COUNTY\LETTERS\2016\BRITTAIN,BILL\INVOICE-10-31-16.DOCX

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 88
Date: 11/01/2016
Due On: 12/01/2016

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00027-Hamblen County Government

General Account

Type	Date	Description	Quantity	Rate	Total
Service	10/03/2016	Committee meeting	0.90	\$150.00	\$135.00
Service	10/04/2016	Get copy of signed Injunction to Teresa West re: Reid; call to Sherry Lupien, regular cleaning up personal property taxes; e-mail from Lou Ann Sheffield re: Hefner	0.45	\$150.00	\$67.50
Service	10/05/2016	E-mails from and to Rachel Shelley re: Lowland, review enclosure from Welfont; research personnel issue, call to CTAS	0.85	\$150.00	\$127.50
Service	10/06/2016	E-mails to and from Bill Brittain re: personnel files; forward Rachel Shelley e-mail to Bill Brittain	0.25	\$150.00	\$37.50
Service	10/07/2016	Research open meetings notice; phone conferences with Bill Brittain	0.45	\$150.00	\$67.50
Service	10/11/2016	E-mails from and to Michelle Woods re: language for agreement; e-mails to and from Jeff Thompson re: audit letter; e-mail from Cindy Dibb re: 10/13 commission meeting	0.70	\$150.00	\$105.00
Service	10/13/2016	E-mails to and from Bill Brittain re: audit letter; commission meeting	0.60	\$150.00	\$90.00
Service	10/14/2016	Receive, review faxed Order from Clerk & Master re: Reid	0.10	\$150.00	\$15.00
Service	10/17/2016	Phone conference with Teresa West re: Reid; review fax from Teresa West re: Reid	0.35	\$150.00	\$52.50

Service	10/20/2016	Drafted, finalized and delivered audit letter; e-mail from Kim Shands re: Hefner	1.05	\$150.00	\$157.50
Service	10/24/2016	E-mail from Kim Shands re: Cloak; e-mail from Bill Brittain re: Panther Creek lease	0.10	\$150.00	\$15.00
Service	10/25/2016	Review Panther Creek lease; e-mails to and from Bill Brittain re: Panther Creek lease	0.35	\$150.00	\$52.50
Service	10/26/2016	Phone conference with Tom Strate re: law enforcement liability coverage; e-mails from and to Tom Strate, Cindy Dibb and Bill Brittain re: law enforcement liability coverage	0.70	\$150.00	\$105.00
Service	10/27/2016	E-mails from and to Cindy Dibb re: state inmate contract	0.20	\$150.00	\$30.00
Service	10/28/2016	E-mail from Bill Brittain re: state inmate contract	0.10	\$150.00	\$15.00
Service	10/31/2016	E-mail from Cindy Dibb re: state inmate contract; review contract for state inmate housing	0.35	\$150.00	\$52.50
				Total	\$1,125.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
88	12/01/2016	\$1,125.00	\$0.00	\$1,125.00	
				Outstanding Balance	\$1,125.00
				Amount in Trust	\$0.00
				Total Amount Outstanding	\$1,125.00

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 87
Date: 11/01/2016
Due On: 12/01/2016

Hamblen County Government
Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

00068-Hamblen County Planning Department

Planning

Type	Date	Description	Quantity	Rate	Total
Service	10/11/2016	Worked on property maintenance citation	0.50	\$150.00	\$75.00
Service	10/12/2016	Filed citation against Pressley	0.25	\$150.00	\$37.50
Expense	10/12/2016	Reimbursable expense: Court costs advanced for citation	1.00	\$17.75	\$17.75
Service	10/25/2016	Hearing on Pressley	1.00	\$150.00	\$150.00
Total					\$280.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
87	12/01/2016	\$280.25	\$0.00	\$280.25
Outstanding Balance				\$280.25
Amount in Trust				\$0.00
Total Amount Outstanding				\$280.25

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 86
Date: 11/01/2016
Due On: 12/01/2016

Hamblen County Road Department
511 West Second North Street
Morristown, TN 37814

00055-Hamblen County Road Department

Road Department

Type	Date	Description	Quantity	Rate	Total
Service	10/06/2016	Trip with Barry Poole to view guard rail issue	0.75	\$175.00	\$131.25
				Total	\$131.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
86	12/01/2016	\$131.25	\$0.00	\$131.25	
				Outstanding Balance	\$131.25
				Amount in Trust	\$0.00
				Total Amount Outstanding	\$131.25

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

Law Office of Capps, Cantwell, Capps, & Byrd

P.O. Box 1897
Morristown, TN 37816-1897

INVOICE

Invoice # 85
Date: 11/01/2016
Due On: 12/01/2016

Hamblen County Sheriff's Department
511 West Second North Street
Morristown, TN 37814

00043-Hamblen County Sheriff's Department

Sheriff's Department

Type	Date	Description	Quantity	Rate	Total
Service	10/05/2016	Review Sheriff social media policy	0.20	\$150.00	\$30.00
Service	10/18/2016	Call to Chief Mize re: social media policy	0.10	\$150.00	\$15.00
Total					\$45.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
85	12/01/2016	\$45.00	\$0.00	\$45.00
Outstanding Balance				\$45.00
Amount in Trust				\$0.00
Total Amount Outstanding				\$45.00

Please make all amounts payable to: Law Office of Capps, Cantwell, Capps, & Byrd

Please pay within 30 days.

MONTHLY AUTOPSIES PENDING REPORT

Hamblen County Coroner

P.O. Box 1479

Morristown, Tennessee 37816-1479

Phone (423): Office/Home; 581-6229 Fax; 289-1262 Cell; 312-6322

Email: coroner@musfiber.com

November 1, 2016

East Tennessee Regional Medical Examiner
 Darinka Mileusnic-Polchan, M.D., M.E.
 Fax number: 865-215-8001



In an effort to keep all files current, the following Hamblen County Coroner/Medical Examiner's cases have not been closed pending receipt of the final autopsy report from you as of October 31, 2016. If your records do not match as listed below, please notify me as soon as possible.

#	CASE#	DATE ORDERED	NAME,	AGE
1.	16326	08-29-16	Mr. Christopher Peters,	23
2.	16349	09-11-16	Mr. Christopher Lawson,	46
3.	16400	10-18-16	Mrs. Courtney Sexton,	31
4.	16405	10-20-16	Mr. Jason Hodge,	29
5.	16408	10-22-16	Master Joseph Williams,	2

If I may provide any additional information or assistance please feel free to contact me at any time.

Sincerely,



Eddie R. Davis
 Hamblen County Coroner

CC: Hamblen County Mayor & County Commission
 Hamblen County Medical Examiner

MONTHLY REPORT
Hamblen County Coroner
P.O. Box 1479
Morristown, Tennessee 37816-1479
Phones (423)Home 581-6229 Fax 289-1262 Cell 301-6322

November 1, 2016

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were investigated by me during the month of October along with being on call 24/7/365, recording/maintaining statistics, prepare reports, training, assisting, directing and reviewing each call, and the work of all Deputy Coroners and, serving as liaison between Medical Examiner and Pathologist; collecting, preparing and shipping toxicology specimens and reviewing/approving all cremation requests.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16374	10-01-16	Mrs. Pamela Adams, 62, 1884 Carroll Road
2.	16375	10-01-16	Mrs. Melva Keese, 82, Rutledge, TN
3.	16379	10-04-16	Mrs. Edna Cobble, 78, 337 Britton Drive
4.	16380	10-04-16	Miss. Lureve Cornett, 94, 260 Tannie Drive
5.	16382	10-04-16	Mr. Charles Arwood, 87, 1825 Sulphur Springs Road
6.	16383	10-07-16	Mrs. Joyce Russell, 72, 5975 North Second Street
7.	16384	10-07-16	Mrs. Irene Davidson, 84, 1757 Fisher Road
8.	16385	10-07-16	Mr. Jerome Dingman, 77, 450 Neil Circle
9.	16386	10-10-16	Mrs. Lois McAmis, 81, 1780 Mullins Road
10.	16388	10-11-16	Mr. Walford Fugate, 77, 2290 Raritin Drive
11.	16390	10-12-16	Mr. Jack Cline, 79, 6185 Wintergreen Road
12.	16391	10-13-16	Mr. George Cook, Jr., 82, 7716 East Andrew Johnson Highway
13.	16392	10-13-16	Mrs. Edith Horner, 80, 4200 McClister Road
14.	16394	10-14-16	Miss. Jane Samuels, 61, 2619 Lakemore Drive
15.	16397	10-17-16	Ms. Linda Masengill, 69, 6322 Cotton Tail Lane
16.	16402	10-19-16	Mrs. Laura Murrell, 79, 5353 Old Highway 11E
17.	16406	10-21-16	Mr. Omer Collins, 59, 2828 Boatmans Mountain Road
18.	16409	10-24-16	Mr. Robert Householder, 77, Bean Station, TN
19.	16410	10-24-16	Mr. William Saylor, 77, 2425 Brights Pike
20.	16411	10-25-16	Mrs. Clara Atkins, 81, 816 Choctaw Lane
21.	16412	10-26-16	Mr. William Beckett, 84, 5320 Old Highway 11E
22.	16417	10-31-16	Mrs. Judy Ussery, 71, 1230 McFarland Avenue

If I may ever provide any additional information or assistance, please feel free to contact me at any time on my cell phone 423-312-6322.



Eddie R. Davis

Hamblen County Coroner

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Collected by Coroner's Office and sent to: **AXIS Forensic Toxicology** (Formerly AIT Laboratories), Indianapolis, **IN**, [Return to Committee Cover Page](#)

MONTHLY REPORT

Hamblen County Deputy Coroner
 Post Office Box 577
 Russellville, Tennessee 37860-0577
 Phone: 423-585-7117

November 1, 2016

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16381	10-04-16	Ms. Mary White, 73, 1109 Sulphur Springs Road
2.	16389	10-11-16	Mr. Gary Collins, 60, 621 East Morris Blvd
3.	16398	10-17-16	Mr. Glenn Holt, 73, 1247 Savannah Drive
4.	16399	10-17-16	Mr. Joel Miller, 88, 234 Saint Johns Road
5.	*16400	10-18-16	Mrs. Courtney Sexton, 31, 2032 Fairview Road
6.	16403	10-20-16	Mrs. Willia Parkey, 59, Tazewell, TN
7.	16404	10-20-16	Mrs. Geneva Whiting, 77, 3844 Isaac Avenue
8.	*16405	10-20-16	Mr. Jason Hodge, 29, 7441 Travis Road
9.	&16407	10-22-16	Mr. Larry Smith, 55, 2200 Morningside Drive
10.	*16408	10-22-16	Master Joseph Williams, 2, 602 Parker Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

10 Calls X \$40. = \$400.00

Sincerely,

SIGNATURE ON FILE

J.R. Thompson, Jr.
 Deputy Coroner

erd/wbl

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Gathered and Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT

Hamblen County Deputy Coroner
 1925 Deer Ridge Drive
 Morristown, Tennessee 37813
 Phone: 423-586-2524

November 1, 2016

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16376	10-02-16	Mr. Morgan Wylie, 47, Thorn Hill, TN
2.	16377	10-03-16	Mr. John Whitehead, 83, 810 South Henry Street
3.	16395	10-15-16	Mrs. Bonnie Lovin, 90, 1231 Davis Street
4.	16401	10-18-16	Mrs. Dixie Kite, 79, 4220 Willow Way
5.	16413	10-29-16	Mr. Warren Morgan, 71, 2525 South Cumberland Street
6.	16414	10-30-16	Mr. William Gibson, 75, 501 West Economy Road
7.	16415	10-30-16	Mr. Budd Hammer, 83, 2222 Fish Hatchery Road
8.	16416	10-30-16	Mr. Tilman Shockley, 89, 307 Central Church Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

8 Calls X \$40. = ~~\$240.00~~ ^{320.00}

(mw)

Sincerely,

SIGNATURE ON FILE

Todd Giles
 Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

MONTHLY REPORT

Hamblen County Deputy Coroner
 7763 Melanie Circle
 Talbott, Tennessee 37877
 Phone: 423-586-6310

November 1, 2016

Hamblen County Commission
 C/O Mr. Bill Brittain, County Mayor
 Hamblen County Court House
 Morristown, Tennessee 37814

Dear Commissioners:

The following Coroner calls were answered by me during the month of October.

CALL#	CASE#	DATE	NAME, AGE, HOME ADDRESS *1
1.	16378	10-03-16	Mrs. Angela Barnette, 43, 1873 Silver City Road
2.	16387	10-10-16	Ms. Susan Collins, 60, 932 Gaston Street
3.	16393	10-14-16	Mr. Michael Stamey, 60, 1409 Geneve Circle
4.	16396	10-16-16	Mrs. Betty Wise, 73, 206 North James Street
5.	16418	10-31-16	Mr. Curtis Smith, 77, 2200 Talley Road

I certify that I attended to the cases listed above. I request the allocated fees of \$40.00 per call:

5 Calls X \$40. = \$200.00

Sincerely,

SIGNATURE ON FILE

Jimmy Peoples
 Deputy Coroner

erd/jp

CC: Hamblen County Medical Examiner

* Indicates Autopsy Performed

*1 All home addresses are Hamblen County unless otherwise stated.

& Toxicology Samples Sent to AXIS Forensic Toxicology (Formerly AIT Laboratories), Indianapolis, IN

Hamblen County Commission
 Finance Committee
 Information Purposes Only



Report of Budget amendments approved by County Mayor during the month of October

Month OCTOBER Year 2016

Fund #101

DEPT: PARKS AND FAIR BOARDS

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	PARKS AND FAIR BOARDS		
56700.506	Liability Insurance	48	
56700.513	Worker's Compensation Insurance		48

Brief Descriptions of issue:
 To reclassify appropriations for Cherokee Park liability insurance.

Requesting Department
 Signature: [Signature]
 Title: Park Mgr
 Date: 10-24-16

Approval by County Mayor
 Signature: [Signature]
 Title: County Mayor
 Date: 10-24-16

For Finance Department Only:
 Reviewed by: _____
 Budget Amendment _____



Report of Budget amendments approved by County Mayor during the month of October

Month OCTOBER Year 2016

Fund #101

DEPT: SHERIFF'S DEPARTMEN

Account Number	Description	Increase	Decrease
	APPROPRIATIONS:		
	SHERIFF'S DEPARTMENT		
54110.450	Tires and Tubes	1,000	
54110.338	Maintenance and Repair Services - Vehicles		1,000

Brief Descriptions of issue:
 To reclassify appropriations for tire repairs.

Requesting Department

Signature: Debra Hammond
 Title: Executive Assistant
 Date: 10-26-16

Approval by County Mayor

Signature: Bill Burtain
 Title: County Mayor
 Date: 10-31-16

For Finance Department Only:
 Reviewed by: mw
 Budget Amendment 101-009

Cindy Dibb

From: Bill Brittain, Hamblen County Mayor
Sent: Thursday, November 03, 2016 1:18 PM
To: Cindy Dibb
Subject: FW: 2016 COPS Hiring Program Application - GE

From: Office of Community Oriented Policing Services (COPS) [mailto:copsusdoj@service.govdelivery.com]
Sent: Thursday, November 03, 2016 9:44 AM
To: Bill Brittain, Hamblen County Mayor
Subject: RE: 2016 COPS Hiring Program Application - GE



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

November 3, 2016

Mayor Bill Brittain
Hamblen County Government
511 West 2nd North St
Morristown, TN 37814

RE: 2016 COPS Hiring Program Application
ORI#: TN083ZZ

Dear Mayor Brittain:

Thank you for your application under the 2016 COPS Hiring Program (CHP). While \$119 million was available for the program, the COPS Office received 1,181 CHP applications requesting over \$400 million to fund approximately 3,300 sworn law enforcement positions. Consequently, we were only able to fund 184 applications (about 16% of those received), and your proposal was not among those selected for funding.

Although your agency's CHP application was not selected, please note that your funding request ***has not*** been denied. Currently, your CHP application remains in a "pending" status within the COPS Office, which means that it is still under consideration. Once the COPS Office receives our Fiscal Year 2017 appropriations, we will determine how best to proceed with all pending CHP requests. Once that determination is made, your agency will be notified. There is no action required of your

agency at this time. The COPS Office will contact you if additional information is needed.

As a reminder, funding decisions for this year's program were based upon a variety of factors, including (but not limited to) statutory mandates which govern how CHP and other COPS hiring funds are to be allocated, as well as each applicant's community policing strategy, crime statistics and fiscal need. For more information on the program, please visit our dedicated CHP applicant web page at <http://cops.usdoj.gov/Default.asp?Item=2367>. On this site, you will find additional CHP information, a more detailed description of how applications were evaluated and a document with Frequently Asked Questions.

Thank you for your continued interest in COPS Hiring Program. If you have any questions or concerns regarding this letter or about your pending application, please feel free to contact the COPS Office Response Center at 800.421.6770.

Sincerely,



Andrew A. Dorr
Acting Deputy Director for Grant Operations

This email was sent to bbrittain@co.hamblen.tn.us using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS)
·145 N St, NE · Washington, DC 20530 · 800-421-6770

Hamblen County Government
PUBLIC SERVICES COMMITTEE

Monday, November 7, 2016
*Immediately Following Adjournment of Finance Committee
Hamblen County Health Department Conference Room*

AGENDA

1. **Call to Order** – *Chairman Howard Shipley*
2. **Visitors Wishing to Address the Committee** – *Chairman Howard Shipley*
(Visitors will be allotted 5 minutes to speak)
3. **Old Business** – *Chairman Howard Shipley*
 - a. None
4. **New Business** – *Chairman Howard Shipley*
 - a. Approval of 2017 Regularly Scheduled Meetings of the Hamblen County Commission/Committees
 - b. Federal Emergency Management Agency - National Incident Management System 2016 – *EMA Director Chris Bell*
 - c. Surplus of Items
 - 1) Archives Department
 - 2) Sheriff's Department
5. **Items of Interest (No Action Necessary)** – *Chairman Howard Shipley*
 - a. Morristown-Hamblen Humane Society Reports – September 2016
6. **Adjournment** – *Chairman Howard Shipley*



Howard Shipley
Chairman

Tim Goins
Vice-Chairman

Rick Eldridge
Ex-Officio

Larry Carter
Member

Hubert Davis
Member

Randy DeBord
Member

Stancil Ford
Member

Joe Huntsman, Sr.
Member

John Smyth
Member

Johnny Walker
Member



T E N N E S S E E
Hamblen County
SERVICE • COMMUNITY • INDUSTRY
OFFICE OF THE MAYOR

To: Howard Shipley, Public Services Committee Chair
Hamblen County Commission

From: Cindy Dibb 

Date: November 3, 2016

Re: 2017 Meeting Calendar

The calendar for the 2017 Regularly Scheduled Meetings of the Hamblen County Commission and Committee has been set for your approval.

Be reminded that Committee Meetings fall on the second Monday of the month and Commission Meetings are scheduled ten days following except when the meeting date falls on a scheduled Hamblen County Government Holiday.

Please note that in 2017 the courthouse holiday schedule affects the October and November meetings. It has been suggested in an effort to alleviate a compressed time between meetings during September, October and November, October Committees would meet on Tuesday, October 10th and November meetings would take place on the 6th and 16th.

Bill Brittain, *County Mayor*

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.586.4699

Public Notice

2017 REGULARLY SCHEDULED MEETINGS OF THE HAMBLEN COUNTY COMMISSION

Notice is hereby given to all members of the County Commission of Hamblen County, Tennessee, to all residents of the County, and to any interested persons that for the calendar year 2017, the regularly scheduled meetings of the Hamblen County Commission and their Committees will be held on the following dates:

<u>Month</u>	<u>Meeting Dates</u>
January	
Committees	Monday, January 9, 2017
County Commission	Thursday, January 19, 2017
February	
Committees	Monday, February 13, 2017
County Commission	Thursday, February 23, 2017
March	
Committees	Monday, March 13, 2017
County Commission	Thursday, March 23, 2017
April	
Committees	Monday, April 10, 2017
County Commission	Thursday, April 20, 2017
May	
Committees	Monday, May 8, 2017
County Commission	Thursday, May 18, 2017
June	
Committees	Monday, June 12, 2017
County Commission	Thursday, June 22, 2017
July	
Committees	Monday, July 10, 2017
County Commission	Thursday, July 20, 2017
August	
Committees	Monday, August 14, 2017
County Commission	Thursday, August 24, 2017
September	
Committees	Monday, September 11, 2017
County Commission	Thursday, September 21, 2017
October	
Committees	Tuesday, October 10, 2017
County Commission	Thursday, October 19, 2017
November	
Committees	Monday, November 6, 2017
County Commission	Thursday, November 16, 2017
December	
Committees	Monday, December 11, 2017
County Commission	Thursday, December 21, 2017

Committee meetings are held at 11:30 a.m. in the Hamblen County Health Department Conference Room. County Commission meetings are held at 5 p.m. in the third floor large courtroom of the Hamblen County Courthouse.

There will be considered at such meetings any items which might properly be heard at regular meetings of the County Commission Committees and County Commission. This notice is given pursuant to Title 8, Chapter 44, Tennessee Code Annotated.



Morrystown-Hamblen Emergency Management Agency
Hamblen County Courthouse
511 West Second North Street
Morrystown, Tennessee 37814
(423) 581-6225
cbell@co.hamblen.tn.us

MEMORANDUM

TO: Cindy Dobb, Mayor Bill Brittain, Chairman Rick Eldridge
FROM: Chris Bell, Director
DATE: 2 November 2016
RE: NIMS
CC:

The Federal Emergency Management Agency requires all jurisdictions to formally adopt and maintain an all-hazards system for incident response.

At the current time, Hamblen County utilizes the National Incident Management System (NIMS) as our all-hazards response framework.

The Morrystown-Hamblen Emergency Management office requests that the Hamblen County Commission acknowledges through formal procedure that Hamblen County, Tennessee continues to maintain the National Incident Management System as our all-hazards incident management system for Fiscal Year 2016 and 2017.

Since this is a federal mandate, a non-adoption would put the County at risk of losing federal grants attached to this mandate.

Cindy Dibb

From: Bill Brittain, Hamblen County Mayor
Sent: Wednesday, October 26, 2016 11:06 AM
To: Cindy Dibb
Subject: FW: Disposal of items & supplies

This email is the Archives Department's request to surplus equipment. Please place on the November committee agenda.

BB

From: Cindy Lane
Sent: Wednesday, October 26, 2016 9:15 AM
To: Bill Brittain, Hamblen County Mayor
Subject: Disposal of items & supplies

Bill,

We wish to dispose of the following items & supplies:

ScanPro 300i (desktop microfilm scanner w/ motorized roll film carrier from e-Image Data Corp.), #SN52411
Canon PC Printer 80 (stand alone microfilm reader) #M 32028
HP Officejet 7200 All-in-One copier/scanner/printer, #MY4C6C8220
Quantar 304 (microfiche reader) #09170
Brother TN-430 toner cartridge
Canon MP20N cartridge
Achilles rubber stamp carousel

Thank you,

Cindy Lane

Director, Hamblen County Archives

Hamblen County Courthouse
511 West Second North Street
Morristown, TN 37814

Office: 423.586.1961

Email: archives@co.hamblen.tn.us

Website: www.HamblenCountyArchives.blogspot.com

Office Hours: Mon. & Wed. 9a.m.-2p.m.; Tues. & Thurs. 9am-3pm (EST).

"People will not look forward to posterity who never look backward to their ancestors." -Edmund Burke

Esco R. Jarnagin
Sheriff



Wayne Mize
Chief Deputy

Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

November 3, 2016

To: Public Services Committee

RE: Surplus Vehicles

The Hamblen County Sheriff's Department needs to surplus the following vehicles:

2001 Chevy Tahoe – VIN# 1GNEK13T21J127119

2006 Pontiac Grand Prix – VIN# 2G2WP552561201861

2000 Cadillac Deville – VIN# 1G6KD54Y1YU223276

Please confirm that the VIN#'s we provided matches the number on the titles in the County Mayor's Office.

Please place the funds in appropriate funds based on usage.

Thank you,

A handwritten signature in black ink, appearing to read "W. Mize", is written over the typed name "Chief Wayne Mize".

Chief Wayne Mize

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail

Shelter Statistics - Incoming (Including Transfers)

Report Generated: **Saturday, October 1, 2016 8:47:28 AM**

Search Criteria

Region: Morristown-Hamblen
Animal Type: All
Jurisdiction: All
Date Range: 1-Sep-2016 To 30-Sep-2016

Animal	ACO Impound	Ambulance	Euthanasia Request	Humane Officer Surrendered	Owner Surrender	Returns	Stray	Other	Internal Shelter Transfer In	Total
Dog	19	2	3	3	9	7	16	0	0	59
Puppy	12	0	0	0	18	1	10	0	0	41
Cat	5	1	1	0	4	0	11	0	0	22
Kitten	16	0	0	0	8	3	75	0	0	102
Guinea Pig	0	0	0	0	3	0	0	0	0	3
Total	52	3	4	3	42	11	112	0	0	227

Shelter Statistics - Outgoing (Including Transfers)

Report Generated: **Saturday, October 1, 2016 8:49:50 AM**

Search Criteria

Region: Morristown-Hamblen
Animal Type: All
Jurisdiction: All
Date Range: 1-Sep-2016 To 30-Sep-2016

Animal	Adopted	Escaped	Euthanized	Reclaimed	Released	Transfer Out	Unassisted Death	Other	Total
Dog	19	1	12	18	2	16	0	0	68
Puppy	26	0	2	1	1	7	1	0	38
Cat	6	0	23	2	0	1	1	0	33
Kitten	13	0	78	0	0	0	1	0	92
Guinea Pig	1	0	0	0	0	2	0	0	3
Mammal	0	0	0	0	1	0	0	0	1
Total	65	1	115	21	4	26	3	0	235

Total calls 480

ACO Calls 160

Morristown-Hamblen Humane Society, Inc.

Profit & Loss

September 2016

	Sep 16	Sep 15	\$ Change	% Change
Ordinary Income/Expense				
Income				
3999 · Training / Education Refund	0.00	525.00	-525.00	-100.0%
4000 · Adoption				
4004 · Adoption - Pet Sense	440.00	165.00	275.00	166.7%
4007 · Adoption - puppy	2,250.00	0.00	2,250.00	100.0%
4000 · Adoption - Other	1,585.00	4,620.00	-3,035.00	-65.7%
Total 4000 · Adoption	4,275.00	4,785.00	-510.00	-10.7%
4003 · Medical Fee	170.00	380.00	-210.00	-55.3%
4005 · After Hours Pick-up Charge	75.00	0.00	75.00	100.0%
4008 · Microchip Fee	640.00	820.00	-180.00	-22.0%
4020 · Boarding Fees	130.00	385.00	-255.00	-66.2%
4030 · Citations	10.00	170.00	-160.00	-94.1%
4040 · Donations				
4041 · Donations - AJ Fund	481.00	558.80	-77.80	-13.9%
4042 · Building Fund	0.00	859.02	-859.02	-100.0%
4045 · Memorial	145.00	0.00	145.00	100.0%
4048 · Rescue	0.00	453.00	-453.00	-100.0%
4040 · Donations - Other	495.40	976.60	-481.20	-49.3%
Total 4040 · Donations	1,121.40	2,847.42	-1,726.02	-60.6%
4060 · Euthanasia Fees	200.00	260.00	-60.00	-23.1%
4061 · Animal Disposal Fee	20.00	0.00	20.00	100.0%
4100 · Fundraising				
4110 · Car Show Income	0.00	50.00	-50.00	-100.0%
Total 4100 · Fundraising	0.00	50.00	-50.00	-100.0%
4135 · T-shirts Income	151.00	372.00	-221.00	-59.4%
4200 · Funds - City of Morristown	11,490.00	11,490.83	-0.83	0.0%
4210 · Funds - Hamblen County	11,125.00	11,125.00	0.00	0.0%
4250 · Membership Fees	0.00	30.00	-30.00	-100.0%
4270 · Rabies Vaccination Deposit	234.00	140.00	94.00	67.1%
4280 · Reclaim Fee	350.00	100.00	250.00	250.0%
4290 · Surrender Fee	660.00	515.00	145.00	28.2%
4300 · Spay / Neuter				
Spay / Neuter - Deposit	800.00	0.00	800.00	100.0%
4302 · Spay / Neuter Refund	-100.00	0.00	-100.00	-100.0%
4320 · Spay / Neuter Grant Monies	0.00	1,865.00	-1,865.00	-100.0%
4300 · Spay / Neuter - Other	-753.00	0.00	-753.00	-100.0%
Total 4300 · Spay / Neuter	-53.00	1,865.00	-1,918.00	-102.8%
Total Income	30,598.40	35,860.25	-5,261.85	-14.7%

Morristown-Hamblen Humane Society, Inc.
Profit & Loss
September 2016

	Sep 16	Sep 15	\$ Change	% Change
Gross Profit	30,598.40	35,860.25	-5,261.85	-14.7%
Expense				
6000 · Payroll Expense				
6010 · ACO	3,287.81	2,796.75	491.06	17.6%
6020 · Admin	5,173.10	4,138.48	1,034.62	25.0%
6030 · Office	4,485.27	3,779.03	706.24	18.7%
6040 · Kennel	6,560.93	5,530.10	1,030.83	18.6%
6100 · Payroll Tax Expense	1,519.85	1,287.19	232.66	18.1%
Total 6000 · Payroll Expense	21,026.96	17,531.55	3,495.41	19.9%
7010 · Alarm Monitoring	20.00	20.00	0.00	0.0%
7020 · Animal Care				
7023 · Animal Care Cat Food	0.00	6.43	-6.43	-100.0%
7024 · Kitty Litter	299.50	391.69	-92.19	-23.5%
7025 · Flea Treatment	0.00	480.00	-480.00	-100.0%
Total 7020 · Animal Care	299.50	878.12	-578.62	-65.9%
7030 · Bank Charges	118.69	123.75	-5.06	-4.1%
7040 · Bookkeeping & Audit	0.00	134.67	-134.67	-100.0%
7050 · Communications				
7053 · Internet Service	24.98	24.98	0.00	0.0%
7054 · Telephone	270.19	266.17	4.02	1.5%
Total 7050 · Communications	295.17	291.15	4.02	1.4%
7090 · Food - Animal	832.50	440.51	391.99	89.0%
7110 · Insurance				
7112 · Auto	0.00	740.66	-740.66	-100.0%
7114 · Group Medical	371.68	275.98	95.70	34.7%
7117 · Workmen's Comp	279.00	284.00	-5.00	-1.8%
7119 · Commercial Property	665.73	0.00	665.73	100.0%
Total 7110 · Insurance	1,316.41	1,300.64	15.77	1.2%
7120 · Landfill Fees				
7121 · TIDI Dumpster	142.02	121.08	20.94	17.3%
7120 · Landfill Fees - Other	31.85	51.80	-19.95	-38.5%
Total 7120 · Landfill Fees	173.87	172.88	0.99	0.6%
7130 · Legal Fees	400.00	0.00	400.00	100.0%
7140 · License & Fees	0.00	20.00	-20.00	-100.0%
7150 · Meals				
7152 · Inmates	563.87	738.86	-174.99	-23.7%
Total 7150 · Meals	563.87	738.86	-174.99	-23.7%

Morristown-Hamblen Humane Society, Inc.
Profit & Loss
September 2016

	Sep 16	Sep 15	\$ Change	% Change
7159 · Medicine / Medical				
7160 · Medicine / Medical Supplies	3,283.54	1,116.92	2,166.62	194.0%
7159 · Medicine / Medical - Other	75.71	40.49	35.22	87.0%
Total 7159 · Medicine / Medical	3,359.25	1,157.41	2,201.84	190.2%
7169 · Microchip				
7170 · Microchip Supplies	1,498.50	1,498.50	0.00	0.0%
Total 7169 · Microchip	1,498.50	1,498.50	0.00	0.0%
7200 · Office Expenses	0.00	159.20	-159.20	-100.0%
7205 · Over / Short	0.00	-4.87	4.87	100.0%
7220 · Postage	88.75	0.00	88.75	100.0%
7230 · Repairs & Maintenance				
7231 · Equipment	242.55	0.00	242.55	100.0%
7232 · Property	16.02	0.00	16.02	100.0%
7230 · Repairs & Maintenance - Other	9.41	187.19	-177.78	-95.0%
Total 7230 · Repairs & Maintenance	267.98	187.19	80.79	43.2%
7240 · Supplies				
7241 · ACO Supplies	27.58	0.00	27.58	100.0%
7242 · Cleaning	74.28	294.58	-220.30	-74.8%
7243 · Office				
7240a · Shipping Expense	5.00	0.00	5.00	100.0%
7243 · Office - Other	91.70	183.38	-91.68	-50.0%
Total 7243 · Office	96.70	183.38	-86.68	-47.3%
7244 · Kennel Supplies				
7244a · Pest Control	70.00	150.00	-80.00	-53.3%
7244 · Kennel Supplies - Other	285.12	0.00	285.12	100.0%
Total 7244 · Kennel Supplies	355.12	150.00	205.12	136.8%
7245 · Condiments	149.03	0.00	149.03	100.0%
Total 7240 · Supplies	702.71	627.96	74.75	11.9%
7260 · Transportation				
7261 · Fuel	0.00	244.69	-244.69	-100.0%
7263 · Repair & Maintenance	0.00	793.92	-793.92	-100.0%
Total 7260 · Transportation	0.00	1,038.61	-1,038.61	-100.0%
7270 · Uniforms	0.00	90.00	-90.00	-100.0%
7280 · Utilities				
7281 · Electric	796.00	564.00	232.00	41.1%
7282 · Utilities Security light	21.00	19.00	2.00	10.5%

Morristown-Hamblen Humane Society, Inc.
Profit & Loss
September 2016

	Sep 16	Sep 15	\$ Change	% Change
7283 · Gas	105.41	0.00	105.41	100.0%
Total 7280 · Utilities	922.41	583.00	339.41	58.2%
7300 · Veterinary Fees				
7310 · Regular Vet Fees	2,357.50	2,637.75	-280.25	-10.6%
7316 · Spay & Neuter				
Spay & Neuter-Jefferson Federal	1,006.75	0.00	1,006.75	100.0%
7316 · Spay & Neuter - Other	2,437.62	0.00	2,437.62	100.0%
Total 7316 · Spay & Neuter	3,444.37	0.00	3,444.37	100.0%
Total 7300 · Veterinary Fees	5,801.87	2,637.75	3,164.12	120.0%
7600 · Fundraisers				
7611 · Car Show Expenses	0.00	5.37	-5.37	-100.0%
7635 · T-shirt Expenses	0.00	341.00	-341.00	-100.0%
Total 7600 · Fundraisers	0.00	346.37	-346.37	-100.0%
Total Expense	37,688.44	29,973.25	7,715.19	25.7%
Net Ordinary Income	-7,090.04	5,887.00	-12,977.04	-220.4%
Other Income/Expense				
Other Income				
8050 · Interest Income	0.00	0.24	-0.24	-100.0%
8090 · Grants				
8091 · Grants - Spay Neuter	560.00	0.00	560.00	100.0%
Total 8090 · Grants	560.00	0.00	560.00	100.0%
Total Other Income	560.00	0.24	559.76	233,233.3%
Other Expense				
9010 · Rescue Van Expenses				
9011 · Rescue Van - Fuel	0.00	0.00	0.00	0.0%
Total 9010 · Rescue Van Expenses	0.00	0.00	0.00	0.0%
9040 · Rescue Donations	-535.00	0.00	-535.00	-100.0%
9065 · Rescue Medical Expenses	0.00	130.82	-130.82	-100.0%
Total Other Expense	-535.00	130.82	-665.82	-509.0%
Net Other Income	1,095.00	-130.58	1,225.58	938.6%
Net Income	-5,995.04	5,756.42	-11,751.46	-204.2%

Morristown-Hamblen Humane Society, Inc.
Expenses by Vendor Summary
September 2016

	Sep 16	Sep 15	\$ Change	% Change
Animal Hospital	1,857.50	0.00	1,857.50	100.0%
AT&T	164.28	161.72	2.56	1.6%
Atmos Energy	105.41	0.00	105.41	100.0%
Benchmark Insurance Co.	665.73	0.00	665.73	100.0%
Cook's Pest Control	70.00	0.00	70.00	100.0%
Craine, Thompson and Jones	0.00	10.00	-10.00	-100.0%
Duckworth Animal Hospital	35.00	0.00	35.00	100.0%
Express Lane	50.70	0.00	50.70	100.0%
Federated Auto Parts	134.11	141.50	-7.39	-5.2%
Frankenmuth Insurance	0.00	740.66	-740.66	-100.0%
Fuelman	0.00	244.69	-244.69	-100.0%
Hamblen Co/Morristown Solid Waste	31.85	51.80	-19.95	-38.5%
Hospitality Retail Solutions	0.00	124.67	-124.67	-100.0%
IDEXX Distribution, Inc.	0.00	896.18	-896.18	-100.0%
Intervet	2,043.50	1,498.50	545.00	36.4%
Lakeway Animal Hospital	0.00	30.00	-30.00	-100.0%
Laundry Systems of Tennessee	0.00	164.50	-164.50	-100.0%
Life Insurance Company of Alabama	19.73	19.73	0.00	0.0%
Marilyn Turner	50.00	0.00	50.00	100.0%
Med-Vet International	996.44	0.00	996.44	100.0%
Midwest Veterinary Supply, Inc.	74.28	0.00	74.28	100.0%
Morristown Animal Hospital, PC	3,374.37	2,547.75	826.62	32.5%
Morristown Milling Co.	0.00	8.65	-8.65	-100.0%
Morristown Tire & Performance	0.00	5.00	-5.00	-100.0%
Morristown Utilities	817.00	583.00	234.00	40.1%
Moyers Veterinary Hospital	420.00	190.82	229.18	120.1%
Murrell Burglar Alarms	20.00	20.00	0.00	0.0%
MUS Fibernet	130.89	124.56	6.33	5.1%
Nellie Grubb	50.00	0.00	50.00	100.0%
Pet Genius	0.00	480.00	-480.00	-100.0%
Petty Cash	802.11	832.69	-30.58	-3.7%
Porter's Tire Stores, Inc.	0.00	291.38	-291.38	-100.0%
Precision Automotive	0.00	203.38	-203.38	-100.0%
Revival Animal Health	0.00	54.99	-54.99	-100.0%
Ridgefield Animal Hospital	750.00	0.00	750.00	100.0%
Ryan Lyle	50.00	0.00	50.00	100.0%
Screen Designs	0.00	431.00	-431.00	-100.0%
Seymour Veterinary / Pet Service	35.00	0.00	35.00	100.0%
Sheila. Jackson	0.00	341.61	-341.61	-100.0%
State of Tennessee, Corporate Filings	0.00	20.00	-20.00	-100.0%
Stericycle, Inc.	75.71	40.49	35.22	87.0%
Steve's Tranmissions	0.00	152.66	-152.66	-100.0%
Stonegate Companion Animal Hospital	33.00	0.00	33.00	100.0%
Styles Pest Patrol, Inc.	0.00	150.00	-150.00	-100.0%
The Argos Group	279.00	284.00	-5.00	-1.8%
TIDI Waste	142.02	121.08	20.94	17.3%
Tractor Supply Credit Plan	299.50	669.41	-369.91	-55.3%

8:31 PM

10/16/16

Accrual Basis

Morristown-Hamblen Humane Society, Inc.
Expenses by Vendor Summary
September 2016

	Sep 16	Sep 15	\$ Change	% Change
Wal-Mart Community	1,216.61	731.96	484.65	66.2%
Wayne R. Stambaugh, ATTY.	400.00	0.00	400.00	100.0%
Wristband.com	103.00	0.00	103.00	100.0%
Zoetis	1,747.10	165.75	1,581.35	954.1%
TOTAL	<u>17,043.84</u>	<u>12,534.13</u>	<u>4,509.71</u>	<u>36.0%</u>

Hamblen County Government
PERSONNEL COMMITTEE

Monday, November 7, 2016
Immediately Following Adjournment of Public Services Committee
Hamblen County Health Department Conference Room



AGENDA

Hubert Davis
Chairman

Joe Huntsman, Sr.
Vice-Chairman

Rick Eldridge
Ex-Officio

Larry Carter
Member

Randy DeBord
Member

Stancil Ford
Member

Tim Goins
Member

Herbert Harville
Member

Louis "Doe" Jarvis
Member

Howard Shipley
Member

John Smyth
Member

Johnny Walker
Member

Dana Wampler
Member

Taylor Ward
Member

1. **Call to Order** – *Chairman Hubert Davis*
2. **Visitors Wishing to Address the Committee** – *Chairman Hubert Davis*
3. **Old Business** – *Chairman Hubert Davis*
 - a. None
4. **New Business** - *Chairman Hubert Davis*
 - a. Approval of Longevity and Education/Military Pay Submissions (supporting documentation not available by Committee Packet deadline and will be provided prior to the meeting on November 7th) – *County Mayor Bill Brittain*
5. **Adjournment** – *Chairman Hubert Davis*

Hamblen County Government
CALENDAR & RULES COMMITTEE

Monday, November 7, 2016
Immediately Following Adjournment of Personnel Committee
Hamblen County Health Department Conference Room



AGENDA

Hubert Davis
Chairman

Howard Shipley
Vice-Chairman

Rick Eldridge
Ex-Officio

Tim Goins
Member

Herbert Harville
Member

Dana Wampler
Member

1. **Call to Order** – *Chairman Hubert Davis*
2. **Visitors Wishing to Address the Committee** – *Chairman Hubert Davis*
(Visitors will be allotted 5 minutes to speak)
3. **Old Business** - *Chairman Hubert Davis*
 - a. None
4. **New Business** - *Chairman Hubert Davis*
 - a. Review of Regular Calendar Items – *Chairman Hubert Davis*
 - b. Review of Consent Calendar Items – *Chairman Hubert Davis*
5. **Adjournment** – *Chairman Hubert Davis*

HAMBLEN COUNTY LEGISLATIVE BODY

Regularly Scheduled Monthly Meeting
Thursday, November 17, 2016
5 p.m.

Open Meeting - *Sheriff Esco Jarnagin*

Call to Order - *Chairman Rick Eldridge*

Prayer – *Reverend David Hawkins, Nolichucky Baptist Association*

Pledge of Allegiance - *Commissioner Larry Carter*

Roll Call - *County Clerk Penny Petty*

*Prepared under the direction of:
Chairman Rick Eldridge*

REGULAR CALENDAR

Order #	Vote	Item
1		<u>Recognition/Presentations/Proclamations (Commission Chairman Rick Eldridge)</u> a. Employee Years of Service Recognition
2		<u>Public Comment Regarding Business of the Agenda Only (Commission Chairman Rick Eldridge)</u>
3		<u>Nominations / Appointments (Commission Chairman Rick Eldridge)</u> a. None
4		<u>Public Official Bonds (Commission Chairman Rick Eldridge)</u> a. None
5		<u>Convene as Hamblen County Beer Board</u> a. Beer Permit for Dollar General Store #16767, 2258 Springvale Road, Morristown, TN <u>Reconvene as Hamblen County Legislative Body</u>
6	Vote	<u>Beer Permit Vote</u> a. Beer Permit for Dollar General Store #16767, 2258 Springvale Road, Morristown, TN
7	Vote Vote	<u>Calendar and Rules Committee Report (Chair Hubert Davis)</u> a. Approval of Consent Calendar Items b. Approval of Regular Calendar Items
8	Vote	<u>Approval of Consent Calendar (Commission Chairman Rick Eldridge)</u> a. Consent Calendar
9	Vote Vote Vote Vote Vote Vote Vote	<u>Finance Committee (Chair Herbert Harville)</u> a. Approval of Monthly Checks October 2016 b. Contract Renewal – Murrell Burglar Alarm c. Bids/Proposals – Banking Services d. Budget Amendments 1. Civil Defense, Fund #101 - \$2,725 2. Public Health & Welfare Projects, Fund #101 - \$84,000 e. Budget Amendment - Hamblen County Board of Education Amendment #1 - \$126,103.27
10	Vote Vote Vote Vote	<u>Public Services Committee (Chair Howard Shipley)</u> a. Approval of 2017 Regularly Scheduled Meetings of the Hamblen County Commission/Committees b. Federal Emergency Management Agency - National Incident Management System 2016 c. Surplus of Items: 1. Archives' Department 2. Sheriff's Department
11		<u>Public Comment – General (Commission Chairman Rick Eldridge)</u>
12		<u>Announcements / Informational Items / Upcoming Meeting Dates (Commission Chairman Rick Eldridge)</u> a. 2016 Christmas Parade – December 1, 2016 @ 7:00 p.m. Main Street b. Employee Christmas Breakfast – December 2, 2016 7:30 a.m. – 9:30 a.m. Rescue Squad Building c. Committee Meetings: December 5, 2016 @ 11:30 a.m. at Health Dept. Conference Room d. County Commission Meeting: December 15, 2016 @ 5 p.m. at Courthouse
13		<u>Adjournment (Commission Chairman Rick Eldridge)</u>

CONSENT CALENDAR

Hamblen County Legislative Body

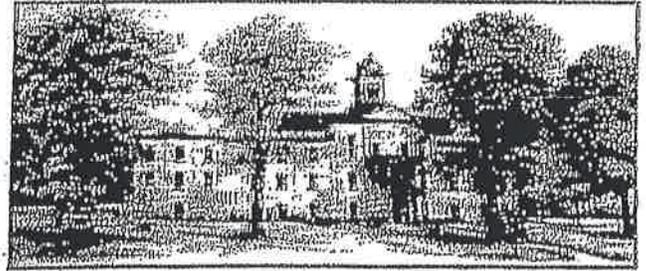
Order #	Item	Placed From
1	Approval of the Previous Month's Minutes – October 22, 2016	Commission Chairman
2	Approval of Notaries	County Clerk Penny Petty
3	Operating Summaries – October 2016	Finance Committee
4	Planning Commission Building Permit Log –October 2016	Finance Committee
5	County Attorney Invoices – October 2016	Finance Committee
6	Coroner's Monthly Report – October 2016	Finance Committee
7	Budget Amendments Approved by the County Mayor <ol style="list-style-type: none">1. General Fund (Fund 101)<ol style="list-style-type: none">a. Parks and Fair Boards (\$48)b. Sheriff's Dept. (\$1,000)	Finance Committee
8	2016 COPS Hiring Program Application Letter	Finance Committee
9	Morristown-Hamblen Humane Society Reports – September 2016	Public Services Committee
10	Longevity and Education/Military Pay	Personnel Committee

Thursday, November 17, 2016

HAMBLEN COUNTY
Government



511 West Second North Street • Morristown, Tennessee 37814
Phone (423) 586-1800 • Fax: (423) 587-9700



"The People's House"

October 7, 2016

TO ALL COUNTY COMMISSIONERS:

Enclosed please find a beer permit application for Dollar General Store #16767, 2258 Springvale Rd., Morristown, TN. The business owner is Dolgencorp, LLC, Chad Eads, Manager. This application is to be considered at the November 17, 2016 commission meeting. The business is located in the 10th commission district.

Thank you.

16767

Date 10-4-16
Rcpt # 0036283

APPLICATION FOR A BEER PERMIT

STATE OF TENNESSEE COUNTY OF Hambler

- ON-PREMISES PERMIT _____
- OFF-PREMISES PERMIT X
- ON- AND OFF- PREMISES PERMIT _____
- MANUFACTURER'S OR DISTRIBUTOR'S PERMIT _____
- TEMPORARY (SPECIAL EVENT) PERMIT _____

Hambler County Clerk
511 W. Second North St.
Morristown, TN. 37072

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL, STORE, MANUFACTURE, OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED, OR DISTRIBUTED UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED § 57-5-101 et seq., AND BASE MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS:

- 1. Full name of applicant (owner of business) Dolgencorp, LLC
- 2. Type of applicant (check one): Person _____ Firm _____ Corporation _____ Joint-stock Company _____ Syndicate _____ Association _____ LLC X
- 3. Give the name and address of all persons, firms, corporations, joint-stock companies, syndicates or associations who own five percent (5%) or more of the business (attach additional sheet, if needed):
See Attachment #1

If the owner is an individual, answer questions 4, 5 and 6. Otherwise, proceed to question 7.

- 4. What is your present home address? n/a
- 5. Previous address(es) within the last ten years (use additional sheet if necessary) n/a

6. Date of birth n/a Home telephone n/a

7. Applicant's business telephone 615-855-4000

8. Under what name will this business operate? Dollar General Store # 16767

9. Give business address and geographical location 2258 Springvale Pk.
Morristown, TN. 37813

10. Describe the nature of the business you will operate General Merchandise Retail

11. Name and address of person to receive annual tax notices and any other communication
Dollar General Store # 16767, Attn: TAX/Licensing
100 Mission Ridge, Goodlettsville, TN. 37072

12. Name and address of property owner (if other than business owner) _____

13. Will this permit be used to operate two or more restaurants or other businesses within the same building? (yes or no) NO. If yes, specify number _____, and list the names of all restaurants or other businesses and describe all locations (use separate sheet if necessary) n/a

14. Give the name, date of birth, and address of any manager other than the applicant
Chad Ends 11/09/68 209 Molton Circle,
Gray, TN. 37615

15. Has any person who owns five percent (5%) or more of the business, any manager listed in response to question 14 above, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime (other than minor traffic violations) within the past ten (10) years? no If yes, give the particulars of each charge, the court, and the date convicted
not to our knowledge

16. Have you, your business, or any person who owns five percent (5%) or more of the business, ever had a beer permit revoked, suspended or denied in the state of Tennessee yes. If yes, specify where, when, and why See attachment #2

17. Give the name, relationship to the applicant (if applicable) and address of the former beer permittee at this location n/a

Hamblen County has adopted a rule forbidding the sale, storage, or manufacture of beer within 2,000 feet of a church, school, or other place of public gathering.

18. Give the name and address of the church or other place of worship nearest to your business.
Bethel Baptist Church, 3030 Bethel Rd, Morristown, TN. 37813

19. Give the name and address of the school nearest to your business. Union Heights Elementary School
3366 Old Enka Hwy., Morristown, TN. 37813

Hamblen County has adopted a rule forbidding the sale, storage, or manufacture of beer or like beverages within 300 feet of a residential dwelling, if the owner objects to the issuance of a beer permit.

20. Give the name of the owner and the address of the nearest residential dwelling to your business.
Roy & Wilma Smith, 2250 Webb Dr., Morristown, TN. 37813

I CERTIFY THAT THIS APPLICATION CONTAINS TRUE INFORMATION TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE OF MY CONTINUING OBLIGATION TO AMEND OR SUPPLEMENT THIS APPLICATION PROMPTLY IF A CHANGE IN CIRCUMSTANCES AFFECTS THE RESPONSES PROVIDED IN THIS APPLICATION, EITHER BEFORE OR AFTER A PERMIT HAS BEEN ISSUED. I CERTIFY THAT I AM KNOWLEDGEABLE OF THE LAWS PROHIBITING THE SALE OF BEER TO MINORS. I AM AWARE THAT I WILL NOT BE ISSUED A BEER PERMIT OR MY PERMIT WILL BE REVOKED IF MY BUSINESS LOCATION CAUSES TRAFFIC CONGESTION OR INTERFERES WITH SCHOOLS, CHURCHES, OR OTHER PLACES OF PUBLIC GATHERING, OR OTHERWISE INTERFERES

16767

WITH PUBLIC HEALTH, SAFETY, AND MORALS. I WILL SURRENDER TO THE BEER BOARD ANY PERMIT ISSUED UNDER THIS APPLICATION WITHIN FIFTEEN (15) DAYS OF TERMINATION OF THE BUSINESS, CHANGE IN OWNERSHIP, RELOCATION OF THE BUSINESS, OR CHANGE OF THE BUSINESS'S NAME.

James W. Durr
Signature of Applicant/Owner (or authorized officer)

Sworn to and subscribed before me this 22 day of September, 2016.

Carisa Murrell
Notary Public

My Commission Expires: July 8, 2017



NOTICE: A non-refundable \$250.00 fee must accompany this application. If the application is approved, you are required to provide documentation of sales tax registration to the county within ten (10) days of approval.

An annual privilege tax of \$100.00 is imposed on the business of selling, distributing, storing, or manufacturing beer in this state. The tax is due each January 1 and is payable to the Hamblen County Clerk. This tax is prorated for new permits issued after January 1, and must be paid when the permit is issued.

ANY APPLICANT MAKING A FALSE STATEMENT IN THIS APPLICATION SHALL FORFEIT HIS OR HER PERMIT AND SHALL NOT BE ELIGIBLE TO RECEIVE ANY PERMIT FOR TEN (10) YEARS.

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
U.S.A.

09/07/2016

To: Hamble County Clerk- Beer Board Committee

Attn: Beer Board Committee

ATTACHMENT 1

The applicant entity, Dolgencorp, LLC is a wholly owned subsidiary of Dollar General Corporation ("Dollar General") which is a publicly traded entity.

During the course of applying for thousands of alcoholic beverage licenses for store locations in at least 25 states, some of the alcoholic beverage license applications have been denied for one reason or another. Only a small minority of the over 6,000 alcoholic beverage licensed locations held by Dollar General Subsidiaries have had their licenses suspended due to violations. To my knowledge, none of the alcoholic beverage licenses held by any Dollar General subsidiary have ever been revoked.

DOLLAR GENERAL

Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
U.S.A.

09/30/2016

To: Hambleton County Clerk

Attn: Beer Board Committee

ATTACHMENT 2

The applicant entity, Dolgencorp, LLC, is a wholly owned subsidiary of Dollar General Corporation (“Dollar General”). During the course of applying for thousands of alcoholic beverage licenses for store locations in at least 25 states, some of the alcoholic beverage license applications have been denied for one reason or another. Only a small minority of the over 6,000 alcoholic beverage licensed locations held by Dollar General Subsidiaries have had their licenses suspended due to violations. To my knowledge, none of the alcoholic beverage licenses held by any Dollar General subsidiary have ever been revoked.

Dollar General is currently operating 640 stores within the state of TN. 373 of those locations are currently licensed for beer. Since beer sales began in 2009 through November 10, 2015 Dollar General has only received one denial and four suspensions. Details are as follows:

The specific suspensions and denials in the state of Tennessee are as follows:

Dollar General Store 14708- Denied at Beer Board Meeting due to public protest
Dollar General Store 3495- License suspended for 14 days due to sales to minor
Dollar General Store 14728 - License suspended for 30 days due to sales to a minor
Dollar General Store 1252 - License suspended for 30 days due to sales to a minor
Dollar General Store 9679- License suspended for 30 days due to sales to a minor

Save time. Save money. Every day!

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLLEN CO. ARREST RECORD SEARCH

DATE: 10/4/14

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Chad Gads

DATE OF BIRTH: 11/9/68

INDIVIDUAL HAS NO RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT.

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT:

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

Kim Sipe

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail

DOLGENCORP, LLC

A manager-managed Kentucky Limited Liability Company
(Formerly known as Dolgencorp, Inc. – converted from Corporation to LLC)
Action by Written Consent August 12, 2016 showing the below Officers

Sole Member

Dollar General Corporation

List of Managers

Larry J. Gatta	Manager
James W. Thorpe	Manager

List of Officers

Steven R. Deckard	Chief Executive Officer
John Garratt	Chief Financial Officer
Daniel J. Nieser	Senior Vice President, Real Estate and Store Development
Anita C. Elliott	Senior Vice President and Controller
Michael J. Kindy	Senior Vice President, Global Supply Chain
Steve Sunderland	Senior Vice President, Store Operations
Barbara Springer	Vice President and Treasurer
Aaron Hawkins	Assistant Treasurer
Caleb Smith	Secretary



TENNESSEE DEPARTMENT OF REVENUE

CERTIFICATE OF REGISTRATION

DOLLAR GENERAL STORE # 16767
 ATTN: TAX DEPT-SALES TAX
 100 MISSION RDG
 GOODLETTSVILLE TN 37072-2171

COPY

June 23, 2016

Account Type: SALES&USE
 Account No.: 107067309
 Filing Status: MONTHLY

We have received and processed your application for registration. Your valid certificate is attached below. This certificate must be publicly displayed at the location for which it is issued. The account number on this certificate is used by the department to identify your account and must be shown on all reports and correspondence. The reverse side of this certificate contains important information regarding change and/or cancellation instructions. This certificate is not assignable and is valid only for the person (entity) to whom it is issued.

T.C.A. 67-6-607 Unauthorized Use of Certificate

It is a class C misdemeanor for any person having a certificate of registration to:

- (1) Use such certificate for the purpose of purchasing tangible personal property subject to the tax herein levied except for resale, unless authorized to do so by other provisions of this chapter and the rules and regulations adopted pursuant thereto; or
- (2) Use or consume any tangible personal property purchased or otherwise acquired under the certificate of registration and subject to the privilege taxes herein levied without paying the privilege taxes.

Reporting

All sales and use tax returns must be filed and associated tax payments must be paid electronically. You are required to file your monthly, quarterly, or annual return, according to your filing frequency, even if no tax is due. If your business opens after the 20th of the month, do not file a separate return covering only the days remaining in the month. Rather, include those days on the return covering your first full filing period.

Penalty & Interest

In order to avoid the penalty and interest, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period.

DETACH HERE AND DISPLAY IN PUBLIC AREA

TENNESSEE DEPARTMENT OF REVENUE CERTIFICATE OF REGISTRATION SALES&USE

This certificate must be publicly displayed

DOLLAR GENERAL STORE # 16767
 2258 SPRINGVALE DR
 MORRISTOWN, TN 37813

Account Type: SALES&USE
 Account No.: 107067309
 Effective Date: August 1, 2016

Penny Petty, HAMBLEN COUNTY CLERK

LICENSE
0357051

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: Check: 15.00 Check No.: 5080843 Change:
TAMMY wk03 Drawer: 28 Site: 1
Work Date: 06/27/2016

DETACH THIS PORTION FOR CONFIDENTIAL FILE

Penny Petty
HAMBLEN COUNTY CLERK
511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0357051

STANDARD BUSINESS TAX LICENSE

Mailing

Location

74166 DOLLAR GENERAL STORE # 16767

100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DOLLAR GENERAL STORE # 16767

2258 SPRINGVALE RD
MORRISTOWN, TN 37813

LARRY GATTA

LOCAL ACCOUNT NUMBER 74166
STATE ACCOUNT NUMBER _____
TRANSACTION NUMBER _____
CLASS 02
SALES TAX NUMBER 0

ISSUE DATE 06/27/16
TAX PERIOD STARTED - 07/24/2016
PAYMENT DUE BY 4/15/2017
EXPIRATION DATE 5/15/2017

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.


DEPUTY CLERK SIGNATURE TAMMY wk03 Drawer:28 Site:1

-- POST AT LOCATION OF BUSINESS --

IF BUSINESS CLOSSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE