

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JANUARY 29, 2008**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in "called" session at the regular meeting place of the Council in the Morristown City Center at 4:00 p.m., Tuesday, January 29, 2008 with Honorable Mayor Barbara C. "Sami" Barile presiding and the following named Councilmembers present: Claude Jinks, Frank McGuffin, William Rooney, Kay Senter, Rick Trent and Mel Tucker.

Councilmember Tucker made a motion to award the bid for the Talley Ward Recreation Center restroom renovations to the low bidder – Brownlee Construction in the amount of \$85, 978. Councilmember Jinks seconded the motion and upon roll call, all voted "aye".

Councilmember Jinks made a motion to adopt the following Resolution No. 04-08; Councilmember McGuffin seconded the motion. Councilmember Senter requested that the motion be amended by specifically inserting language that 50% of the bonds were for the sewer fund and 50% were for the general fund; and to insert the language that there would be \$54,000 closing costs and 38 basis points. Councilmembers Jinks and McGuffin agreed to amend their motion and second as requested. Upon roll call, all voted "aye" on the motion as amended.

**RESOLUTION NO. 04-08  
A RESOLUTION AUTHORIZING ONE OR MORE LOANS UNDER  
ONE OR MORE LOAN AGREEMENTS BETWEEN THE CITY OF  
MORRISTOWN, TENNESSEE AND A TENNESSEE PUBLIC  
BUILDING AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT  
OF NOT TO EXCEED EIGHT MILLION DOLLARS (\$8,000,000) {\$4  
MILLION SEWER FUND AND \$4 MILLION GENERAL FUND} AND  
EXECUTION AND DELIVERY OF ONE OR MORE LOAN  
AGREEMENTS AND OTHER DOCUMENTS RELATING TO SAID  
BORROWING; PROVIDING FOR THE APPLICATION OF THE  
PROCEEDS OF SAID BORROWING AND THE PAYMENT OF THE  
CITY'S OBLIGATIONS UNDER THE LOAN AGREEMENTS;  
CONSENTING TO THE ASSIGNMENT OF THE CITY'S  
OBLIGATIONS UNDER THE LOAN AGREEMENTS; AND  
APPROVING ONE OR MORE SWAP AGREEMENTS.**

WHEREAS, cities in the State of Tennessee are authorized to finance certain public works projects by the issuance of bonds, notes or other obligations; and

WHEREAS, it is hereby determined by the City Council of the City of Morristown, Tennessee (the "City" or "Municipality") to be in the best interest of the City to finance the (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related lighting, road department facilities, parks and recreation department facilities, public works department facilities and other public buildings, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Public Improvement Projects"); (ii) construction and equipping of extensions and improvements (the "Water and Sewer Project") to the water and sewer system (the "Water and Sewer System") of the Municipality; (iii) acquisition of all property, real and personal, appurtenant to the Public Improvement Projects and the Water and Sewer Project (collectively, the "Projects"); (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (v) payment of capitalized interest during construction of the Projects and for up to six months thereafter; (vi) reimbursement, if any, for prior expenditures for the Projects; and (vii) payment of costs of issuance and sale of the Bonds (as defined below) and the Loan Agreement (as defined below); and

WHEREAS, it has been determined to be in the best interest of the City to finance the Projects through a program known as the Tennessee Local Government Alternative Loan Program (TN-LOANS<sup>sm</sup>) underwritten by Morgan Keegan & Company, Inc. (the "Underwriter") through the issuance by a Tennessee Public Building Authority (the "Authority") established pursuant to the provisions of Tennessee Code Annotated Sections 12-10-101 et seq., as amended, (the "Act") of its Local Government Public Improvement Bonds (the "Bonds") in one or more series (each, a "Series") in the aggregate principal amount of not to exceed \$8,000,000 and the loan of the proceeds thereof to the City pursuant to one or more loan agreements between the Authority and the City (each a "Loan Agreement"); and

WHEREAS, an initial resolution proposing one or more loans from the Authority in a principal amount not to exceed \$8,000,000, the proceeds of which shall be used for the purposes hereinabove set forth, has been adopted and together with the notice required by Section 12-10-115 and Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the Municipality shall pledge a tax authorized by Section 12-10-115, Tennessee Code Annotated, as amended, to be levied annually to the repayment of the amounts due under each Loan Agreement authorized herein; and

WHEREAS, to provide for the financing of the Water and Sewer Projects, each Loan Agreement, or applicable portion thereof, shall be additionally payable from, but not secured by, the revenues derived from the operation of the Water and Sewer System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing and insuring the Water and Sewer System and to a prior pledge of such revenues in favor of any obligations of the Municipality with a lien on such revenues; and

WHEREAS, the Bonds are to be secured by and contain such terms and provisions as are set forth in an Indenture of Trust, as supplemented (the "Indenture") entered into between the Authority and Regions Bank or such other trustee designated by the Authority; and

WHEREAS, in order to reduce its exposure to changes in interest rates, the City may request that the Authority selected to issue the Bonds approved hereunder enter into a Swap Agreement (the "Swap Agreement") with respect to all or a portion of the Bonds authorized hereunder resulting in variable or fixed payment by such Authority to a Swap Counterparty (as defined in the Loan Agreement approved hereunder) (the "Swap Counterparty") and a variable or fixed payment to the Swap Counterparty; and

WHEREAS, there has been presented to this meeting the form of the Loan Agreement, which appears to be in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended and the form of the following documents: (1) International Swap Dealers Association, Inc. ("ISDA") Master Agreement; (2) Schedule to Master Agreement; (3) Confirmation for a rate swap transaction; (4) ISDA Credit Support Annex; (5) Financial Guaranty Insurance Policy for Swap Agreement; (6) Financial Guaranty Insurance Policy for Swap Agreement (Counterparty Payment Policy); and (7) Replacement Transaction Agreement; and

WHEREAS, for the purposes of authorizing one or more loans from an Authority, the execution and delivery of one or more Loan Agreements by the City, the pledging of the City's full faith and credit, and to the payments allocable to the Water and Sewer Projects and the Cable Project, approving the assignment of such pledge to secure each related Series of Bonds, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of each Series of Bonds, and approving the terms and conditions of one or more Swap Agreements with respect to the Bonds authorized herein subject to compliance with the Guidelines, the City Council of the City adopts this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

Section 1. Approval of Loans. (a) For the purpose of providing funds to finance the costs of the Projects and to pay costs incident to the issuance and sale of each Series of Bonds and each related Loan Agreement, and make and receive the loans herein authorized, there is hereby authorized one or more loans (each, a "Loan") from the Authority in an aggregate principal amount not to exceed \$8,000,000. (b) One or more Series of Bonds may be issued initially either as bonds bearing interest as an auction rate security ("ARS") or variable rate bonds with the interest rate established in a short-term period of 270 days or less at the then market rate for obligations with similar credit quality, all as provided in the Indenture and each Loan Agreement. The Mayor and the City Administrator/City Recorder are authorized to enter into one or more Loan Agreements bearing interest at a variable rate of interest, including ARS, as they shall determine is in furtherance of the objectives of the Municipality. The Municipality shall make payments of interest in the amounts and on the dates as set forth in each Loan Agreement and the Indenture, at a rate or rates not in excess of the maximum rate of interest permitted by applicable law. Each Loan shall be payable as to principal over a period not to exceed thirty-five (35) years from the date of execution of each Loan Agreement. The final dates, original interest rate mode (as set forth above), and amortization of principal amounts of each Loan may be established by the Mayor and the City Administrator/City Recorder as shall be determined by the Mayor and the City Administrator/City Recorder to be in the best interests of the Municipality, in accordance with the terms of this resolution and each Loan Agreement, taking into consideration the present debt structure of the Municipality and projected funds available for payment of debt service.

Section 2. Interest Rate Conversion. At any time while any Loan remains outstanding, each Loan and the Series of Bonds issued in connection therewith, may, in whole or in part, to the extent permitted by applicable law, be converted from one Rate Period (as defined in the Loan Agreement) to the other interest Rate Periods permitted and as provided in each related Loan Agreement and in the Indenture (which conversion may include such put features relative to any Series of the Bonds as the Indenture may permit) at the direction of the Mayor and City Administrator/City Recorder and no further action shall be required by the City Council.

Section 3. Approval of Loan Agreements. The form, terms and provisions of each Loan Agreement which have been presented at this meeting are hereby approved and the Mayor and City Administrator/City Recorder are hereby authorized, empowered and directed to execute and deliver each Loan Agreement in the name and on behalf of the City. Each Loan Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Mayor and the City Administrator/City Recorder, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein. From and after the execution and delivery of each Loan Agreement, the Mayor and City Administrator/City Recorder are hereby authorized, empowered and directed to

do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Loan Agreement as executed. To the extent any Loan Agreement can be designated as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"), it shall be so designated in the Loan Agreement.

Section 4. Pledge of Taxes. The City hereby covenants and agrees, through its governing body, to annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay when due the annual amounts payable by the City under each Loan Agreement as and when they become due and payable and to pay any expenses of maintaining and operating the Projects required to be paid by the City under the terms of each Loan Agreement and, for such purposes, the City hereby pledges such tax and the full faith and credit of the City to such payments, provided, however, that the tax hereinabove described will not be required to be levied or, if levied, may be proportionately reduced to the extent of funds appropriated by the governing body of the City to the payment of the amounts described above from other revenues of the City, including, with respect to the portion of any Loan Agreement allocable to the Water and Sewer Project, revenues derived from the operation of the Water and Sewer System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing and insuring the Water and Sewer System and to a prior pledge of such revenues in favor of any outstanding obligations with a lien on the revenues of the Water and Sewer System. Such tax, to the extent levied, shall be assessed, levied, collected and paid in like manner as other taxes of the City. Such tax shall not be included within any statutory or other limitation of rate or amount for the City but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law, whether public or private. Any amounts payable under each Loan Agreement falling due at any time when there are insufficient funds from the tax levy on hand shall be paid from current funds of the City and reimbursement therefore should be made out of the taxes hereby provided to be levied when the same shall have been collected.

Each Loan Agreement, or portion thereof, issued and delivered for the Water and Sewer Project shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the Water and Sewer System, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing and insuring the Water and Sewer System and to any pledges of such revenues in favor of other obligations of the City. No revenues derived from the Water and Sewer System shall be payable to any Loan Agreement or any allocable portion thereof for a Public Improvement Project.

Section 5. Approval of Bonds in Connection with Loan Agreement. For the purpose of providing funds to make each Loan to the City, as provided herein and in each Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto including costs incident to the issuance and sale of each Series of Bonds related to a Loan Agreement, the issuance and sale of each Series of Bonds by the Authority in connection with a Loan Agreement is hereby approved and allocation of such Series of Bonds to the City for purposes of Section 265 of the Code is hereby accepted.

Section 6. Approval of Swap Agreements in Connection with Bonds and Loan Agreements Authorized Hereunder. Subject to compliance with the applicable provisions of the laws of the State of Tennessee and the guidelines of the Funding Board, the City hereby authorizes and approves the entering into and the execution and delivery by the Authority of one or more Swap Agreements in connection with all or any portion of a Loan Agreement or related Series of Bonds approved herein, as such term is defined in the Indenture, in substantially the form of the International Swap Dealers Association, Inc. Swap Agreement, the form of which is presented to this meeting, with one or more financial institutions whose debt or claims-paying ability is rated, or is, collateralized, guaranteed or insured by an entity whose debt or claims-paying ability is rated "AA" or better by Standard & Poor's or Moody's Investors Service in a notional amount which in the aggregate does not exceed the principal amount of the Loan Agreement or related Series of Bonds approved herein declining in accordance with the amortization schedule for such Series of Bonds and each Loan Agreement relating to such Series of Bonds, having a term not longer than the final maturity of the Series of Bonds or Loan Agreement to which it relates, providing for either a fixed rate or a variable rate payable by the Authority or the Municipality, and either a variable rate or fixed rate payments by the Swap Counterparty based on (i) BMA Municipal Swap Index, (ii) the rate on the Series of Bonds to which the Swap Agreement relates (iii) the rate on the Series of Bonds to which the Swap Agreement relates, plus Additional Payments (as defined in the Indenture), (iv) LIBOR or a percentage thereof or (v) such other index or method to be approved by the Chairman or Vice-Chairman of the Authority or the Mayor and the City Administrator/City Recorder.

Payments to be made under a Swap Agreement shall be a payment required to be made pursuant to the Loan Agreement. Morgan Keegan & Company, Inc. ("Morgan Keegan") and TN-LOANS Program Administrators, Inc. (the "Administrator") are hereby authorized to negotiate the terms and conditions of a Swap Agreement in conformance with the provisions of this resolution, subject to confirmation by the Mayor and City Administrator/City Recorder.

Subject to compliance with the applicable provisions of the laws of the State of Tennessee and the guidelines of the Funding Board, the Mayor and the City Administrator/City Recorder on behalf of the City Council will be authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Swap Agreement as it relates to any Series of Bonds issued in connection with a Loan Agreement authorized herein. The execution of the related Loan Agreement and delivery of a certificate, which may be the confirmation of the Swap Agreement, approving the terms and conditions of the Swap Agreement by the Mayor and the City Administrator/City Recorder shall constitute conclusive evidence of their approval of the final terms and conditions of the Swap Agreement and, to the extent permitted by applicable law, no further action shall be required by the City Council.

Section 7. Disposition of Proceeds. An amount necessary to pay costs of issuance of each Loan Agreement and related Series of Bonds shall be deposited to the Cost of Issuance Fund of the Borrower held by the Trustee under the Indenture.

All remaining proceeds shall be held in the Loan Fund of the Borrower and used for the Projects.

Section 8. Official Statement. The Mayor and the City Administrator/City Recorder, or either of them, working with the Underwriter and the Authority, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing each Series of Bonds related to a Loan Agreement of the City. After the Bonds have been sold, the Mayor and the City Administrator/City Recorder, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor and the City Administrator/City Recorder, or either of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven business days after sale of a Series of Bonds for delivery, by the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter initially sells the Bonds. The Mayor and the City Administrator/City Recorder, or either of them, are authorized, on behalf of the City, as to the information relating to the City and the Series of Bonds related to the City's Loan Agreement, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form

as of its date by the City except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 8. Continuing Disclosure. The City hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for any Series of Bonds issued for a Loan Agreement of the City. The Mayor is authorized to execute an agreement for the benefit of and enforceable by the owners of such Series of Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 9. Consent to Assignment. The City hereby consents to the assignment pursuant to the Indenture of all the Authority's right, title and interest under each Loan Agreement as security for the Series of Bonds to which such Loan Agreement relates.

Section 10. Additional Authorizations. All acts and doings of the Mayor and the City Administrator/City Recorder, and any other representative or officer of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of each Series of Bonds and the execution and delivery of each Loan Agreement and each Loan Swap Agreement as set forth herein shall be and same hereby are in all respects, approved and confirmed.

Section 11. Multiple Borrowings. The Loans authorized in Section 1 hereof, the Loan Agreements authorized in Section 3 hereof and the Bonds approved in Section 5 hereof may be executed and delivered in combination with other Loans, Loan Agreements and Bonds hereafter authorized by the City through the TN-LOANS<sup>sm</sup> Program.

Section 12. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution. The parties agree that in any dispute regarding this Resolution, the venue of such dispute shall be either the state courts located in Washington County, Tennessee or the United States federal courts located in Greene County, Tennessee, and in no other form or locality.

Section 13. Reimbursement. This resolution shall serve as a notice of intent to reimburse for certain expenditures for up to \$8,000,000 as defined in accordance with the requirements of final regulations applicable thereto as promulgated by the United States Department of Treasury.

Section 14. Bond Issuance Costs. The closing costs will be \$54,000 and the annual add-on to interest rate will be 38 basis points.

Section 15. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 29th day of January, 2008.

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Mayor

ATTEST:

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City Administrator/City Recorder

Councilmember Senter made a motion to adopt the following Resolution No. 05-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 05-08  
A RESOLUTION AUTHORIZING THE SUBMISSION OF AN  
APPLICATION TO LOCAL PARKS AND RECREATION FUND  
(LPRF), LAND AND WATER CONSERVATION FUND (LWCF),  
AND NATURAL RESOURCES TRUST FUND (NRTF) TO THE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR  
STATE MATCHING FUNDS FOR THE FURTHER DEVELOPMENT  
OF THE MUNICIPAL PARKS SYSTEM AND COMMITMENT OF  
LOCAL FUNDS TO MATCH SAID STATE FUNDS.**

WHEREAS, it has been determined that a need exists for the acquisition of additional property and further development of the Wayne Hansard Park; and WHEREAS, said development has been identified as an integral part of the City's Comprehensive Recreation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Morristown, Tennessee,

**Section 1** - That the Mayor is hereby authorized to file an application for a matching grant provided through the Local Parks and Recreation Fund and the Land and Water Conservation Fund administered by the Tennessee Department of Environment and Conservation, and

**Section 2** - That the said grant request is to be in the amount of \$1,000,000.00, and

**Section 3** - That the City of Morristown expresses its intent to provide funds and/ or in kind services in an amount not less than \$500,000.00 to match the Local Parks and Recreation Fund and Land and Water Conservation Fund grant request, and

**Section 4** - That this resolution shall take effect from and after its passage, the public welfare requiring same.

There were seven (7) members present and voting. Seven (7) members voted aye and zero (0) members voted nay.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

ADOPTED: January 29, 2008

Councilmember Tucker made a motion to adopt the following Resolution No. 06-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 06-08**  
**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TENNESSEE RECREATION TRAILS PROGRAM (RTP) TO THE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR STATE MATCHING FUNDS FOR THE FURTHER DEVELOPMENT OF THE MUNICIPAL PARKS SYSTEM AND COMMITMENT OF LOCAL FUNDS TO MATCH SAID STATE FUNDS.**

WHEREAS, it has been determined that a need exists for the further development (walking trail development) at Wayne Hansard Park; and

WHEREAS, said development has been identified as an integral part of the City's Comprehensive Recreation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Morristown, Tennessee,

**Section 1** - That the Mayor is hereby authorized to file an application for a matching grant provided through the Tennessee Recreation Trails Program (RTP) administered by the Tennessee Department of Environment and Conservation, and

**Section 2** - That the said grant request is to be in the amount of \$100,000.00, and

**Section 3** - That the City of Morristown expresses its intent to provide funds and/ or in kind services in an amount not less than \$20,000.00 to match the RTP Grant funds request; and

**Section 4** - That this resolution shall take effect from and after its passage, the public welfare requiring same.

There were seven (7) members present and voting. Seven (7) members voted aye and zero (0) members voted nay.

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MAYOR

ATTEST:

ADOPTED: January 29, 2008

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CITY ADMINISTRATOR

Councilmember Jinks made a motion to adopt the following Resolution No. 07-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 07-08**

**WHEREAS**, the **CITY OF MORRISTOWN** has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for the construction of the **Turkey Creek Phase 2 Sewer Replacement (Morristown Project No. 2011B)** project in the **CITY OF MORRISTOWN SANITARY SEWER COLLECTION SYSTEM**; and

**WHEREAS**, said improvements will be financed with funds from the State Revolving Loan Program (SRF) and shall be subjected to final approval by the Tennessee Department of Environment and Conservation which administers the SRF program; and

**WHEREAS**, bids were received and publicly opened on January 22, 2008, with Haren Construction of Etowah, Tennessee submitting the lowest and best bid, which bid the **City's** Engineer recommends be accepted.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL MEMBERS OF THE CITY OF MORRISTOWN, TENNESSEE:**

The recommendation of the Engineer is approved and award is hereby made, pending approval from the funding agency, to Haren Construction, 1715 Highway 411 North, Etowah, Tennessee 37331, for the furnishing of all labor, tools, materials, equipment and supplies for the construction of the Turkey Creek Phase 2 Sewer Replacement; said award in strict accordance with the bid as submitted and publicly opened on January 22, 2008, and in the amount of \$1,943,385.00.

Adopted this the 29<sup>th</sup> day of January, 2008.

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Mayor

ATTEST:

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City Administrator

Councilmember Tucker made a motion to defer action on Ordinance 3318 (FY 07 Budget Amendment) until the February 5, 2008 Council meeting; Councilmember Trent seconded the motion and all voted "aye".

Mayor Barile adjourned the January 29, 2008 City Council meeting.

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Mayor

ATTEST:

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City Administrator