

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
APRIL 15, 2008**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 4:00 p.m., Tuesday, April 15, 2008 with Honorable Mayor Barbara C. "Sami" Barile presiding and the following named Councilmembers present: Frank McGuffin, William Rooney, Kay Senter, Rick Trent and Mel Tucker; absent: Claude Jinks.

Councilmember Rooney made a motion to approve the April 1, 2008 minutes as circulated; Councilmember Senter seconded the motion and all voted "aye".

Councilmember Rooney made a motion to approve the April 10, 2008 called meeting minutes as circulated; Councilmember Senter seconded the motion and all voted "aye".

Mayor Barile read and presented a proclamation recognizing the Crockett Tavern's 50th Anniversary to Councilmember Senter.

Mayor Barile read and presented a proclamation recognizing April as Fair Housing Month to Tracy Stroud.

A public hearing was conducted on the following captioned Ordinance No. 3325. Councilmember Rooney made a motion to adopt said Ordinance on second and final reading; Councilmember Trent seconded the motion. Upon roll call, Councilmembers McGuffin, Rooney, Senter, Trent and Mayor Barile voted "aye"; Councilmember Tucker voted "no".

**Ordinance No. 3325
Being an Ordinance for levying an additional Sales
and Use Tax in Morristown, Tennessee.**

A public hearing was held on the 2008 Community Development Block Grant (CDBG) Action Plan. {There were no comments from the public.}

A public hearing was held on the adopted plans of service and progress reports concerning the following twenty six annexation ordinances (Ordinance #'s 3125, 3126, 3185, 3186, 3207, 3218, 3225, 3229, 3230, 3240, 3241, 3246, 3260, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3286, 3287, 3289, 3290,3291 and 3296). {There were no comments from the public.}

Councilmember Tucker made a motion to approve a proposal from Tyler Technologies for a Munis upgrade for the existing system in the amount of \$16,812. Councilmember Senter seconded the motion and upon roll call, all voted "aye".

Councilmember Senter made a motion to adopt the following Resolution No. 10-08; Councilmember Rooney seconded the motion and upon roll call, all voted "aye".

**Resolution No. 10-08
A Resolution to Ratify the Amended
Morristown-Hamblen Growth Plan.**

WHEREAS, the City of Morristown, the Morristown Regional Planning Commission, the Hamblen County Planning Commission and the Hamblen County Commission held four public hearings to consider amendments to Morristown-Hamblen Growth Plan; and

WHEREAS, the Morristown-Hamblen Growth Coordinating Committee held two public hearings to consider amendments to the Morristown-Hamblen Growth Plan; and

WHEREAS, the Morristown-Hamblen Growth Coordinating Committee has recommended an amended Morristown-Hamblen Growth Plan meeting the requirements of State of Tennessee's Public Chapter 1101.

NOW, THEREFORE, BE IT RESOLVED, that the City of Morristown hereby ratifies the Amended Morristown-Hamblen Growth Plan.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its passage and approval.

ADOPTED during regular session of City Council this 15th day of April, 2008.

Mayor

ATTEST:

City Administrator

Councilmember McGuffin made a motion to adopt the following captioned Ordinance No. 3326 on first reading and schedule a public hearing relative to final passage of said Ordinance for May 6, 2008. Councilmember Rooney seconded the motion and upon roll call, all voted "aye".

**Ordinance No. 3326
Entitled an Ordinance to close and vacate certain
easements within the City of Morristown. {Easement
abandonment – 519 & 603 E. Morris Blvd.}**

Councilmember McGuffin made a motion to adopt the following captioned Ordinance No. 3327 on first reading and schedule a public hearing relative to final passage of said Ordinance for May 6, 2008. Councilmember Rooney seconded the motion and upon roll call, all voted "aye".

Ordinance No. 3327

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property located at 519 and 603 E. Morris Blvd. from Light Industrial (LI) to Intermediate Business (IB).}

Councilmember McGuffin made a motion to adopt the following captioned Ordinance No. 3328 on first reading and schedule a public hearing relative to final passage of said Ordinance for May 6, 2008. Councilmember Rooney seconded the motion and upon roll call, all voted "aye".

Ordinance No. 3328

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property located at Buffalo Trail/ Glen Street from Intermediate Business (IB) and Medium Density Residential (R-2) to Intermediate Business (IB).}

Councilmember McGuffin made a motion to adopt the following captioned Ordinance No. 3329 on first reading and schedule a public hearing relative to final passage of said Ordinance for May 6, 2008. Councilmember Senter seconded the motion and upon roll call, all voted "aye".

Ordinance No. 3329

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning property located at Hwy. 160 and Dearing Road from Agriculture & Forestry (A-1) to Heavy Industrial (HI).}

Councilmember Senter made a motion to approve a change order to All Star Construction's Contract for the ADA Skywalk renovations in the amount of \$55,000 for removal of the square planter boxes. Councilmember Trent seconded the motion and upon roll call, all voted "aye".

Councilmember Tucker made a motion to select Strate Insurance as the City's Health Insurance Advisors. {The fees are flexible depending on premiums paid ±\$40,000.} Councilmember Rooney seconded the motion and upon roll call, all voted "aye".

Mayor Barile recessed the Council meeting and went into the Work Session in order to discuss the bond issue.

Mayor Barile recalled the Council meeting to order.

Councilmember Trent made a motion to open the agenda and add three resolutions regarding the bond issue. Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

Councilmember Tucker made a motion to adopt the following Resolution No. 11-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 11-08
A RESOLUTION REQUESTING THE PREPAYMENT OF
BONDS ISSUED UNDER LOAN AGREEMENTS BETWEEN
VARIOUS PUBLIC BUILDING AUTHORITIES OF
TENNESSEE AND THE CITY OF MORRISTOWN,
TENNESSEE.**

WHEREAS, the City of Morristown, Tennessee desires to explore the options of refinancing the following bonds:

Series IV-F-3	\$ 5,000,000
Series D-1-D	\$ 4,850,000
Series D-1-A	\$18,000,000
Series D-8-B	\$10,000,000
Series D-10-C	<u>\$ 6,500,000</u>
	\$44,350,000

issued under loan agreements between the various public building authorities of Tennessee and the City of Morristown, Tennessee which were used for the purpose of constructing parks, roads, sewers, water lines and a telecommunications system within the service area of the City of Morristown, Tennessee.

BE IT RESOLVED, that the Morristown City Council instructs the City Administrator to notify the Trustee under the terms and conditions of said loan agreements that it is the intention of the City of Morristown to prepay said bonds.

ADOPTED and approved this 15th day of April 2008.

Mayor

ATTEST:

City Administrator

Councilmember Tucker made a motion to adopt the following Resolution No. 12-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION 12-08
A RESOLUTION TO APPROVE THE EXECUTION AND
DELIVERY OF ONE OR MORE LOAN AGREEMENTS FOR
THE PURPOSE OF PROVIDING FUNDS FOR FINANCING
CERTAIN PUBLIC WORKS PROJECTS FOR THE CITY OF
MORRISTOWN, TENNESSEE.**

WHEREAS, the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, such public works projects being set forth and described in that certain Initial Resolution adopted by the Council on January 15, 2008 (collectively, the "Project"), and as set forth in an Indenture of Trust (the "Indenture"), between The Public Building Authority of the City of Clarksville, Tennessee or The Public Building Authority of the County of Montgomery, Tennessee (the "Issuer") and The Bank of New York Trust Company, N.A., Atlanta, Georgia, as trustee (the "Trustee"), as permitted under Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended and supplemented, and as described in the form of one or more Loan Agreements (collectively, the "Loan Agreement"), between the Municipality, as borrower, and the Issuer, the costs of such Project not to exceed \$8,000,000; and,

WHEREAS, the Council has taken the necessary steps to arrange for the acquisition, construction, renovation, improvement, equipping, and/or installation of the Project.

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

Section 1. Approval of the Loan Agreement. The terms of the Loan Agreement, presented at this meeting are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the City Administrator/City Recorder of the Municipality to execute and deliver one or more Loan Agreements, each to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and City Administrator/City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 2. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations under the terms of the Loan Agreement.

Section 3. Tax Levy. There shall be levied and collected in the same manner

as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

Section 4. Consent to Assignment. The Municipality hereby acknowledges that the provisions of the Indenture assign to the Trustee, among other things, all of the interest of the Issuer in and to the Loan Agreement (other than the rights of the Issuer under Section 7.03 and Section 7.04 of the Loan Agreement, which are reserved to the Issuer) and the Municipality agrees to pay directly to the Trustee any amounts required to be paid by the Municipality to the Issuer pursuant to the Loan Agreement.

Section 5. Reimbursement Provisions. The Municipality may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Issuer under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Municipality reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the Issuer made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 6. Miscellaneous Acts. The Mayor, the City Administrator/City Recorder, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 7. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 8. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 9. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted this 15th day of April, 2008.

Mayor

ATTEST:

City Administrator/Recorder

Councilmember Tucker made a motion to adopt the following Resolution No. 13-08; Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 13-08
A RESOLUTION TO APPROVE THE EXECUTION AND
DELIVERY OF A LOAN AGREEMENT FOR THE PURPOSE OF
PROVIDING FUNDS TO PREPAY AND REFUND CERTAIN
OUTSTANDING INDEBTEDNESS HERETOFORE INCURRED
BY THE CITY OF MORRISTOWN, TENNESSEE,
THROUGH THE EXECUTION OF LOAN
AGREEMENTS, WITH A PUBLIC BUILDING AUTHORITY, FOR
THE PURPOSE OF FINANCING PUBLIC WORKS PROJECTS.**

WHEREAS, the City of Morristown, Tennessee (the "Municipality"), pursuant to resolutions adopted by the City Council (the "Council") of the Municipality, has heretofore incurred indebtedness for the purpose of financing public works projects for the Municipality by the execution and delivery of Loan Agreements with a Public Building Authority, as follows (i) that certain Loan Agreement, dated December 28, 1990, in the original principal amount of \$5,000,000, of which \$5,000,000 principal amount is currently outstanding, (ii) that certain Loan Agreement, dated March 17, 2005, in the original principal amount of \$4,850,000, of which \$4,850,000 principal amount is currently outstanding, (iii) that certain Loan Agreement, dated June 29, 2006, in the original principal amount of \$10,000,000, of which \$10,000,000 principal amount is currently outstanding, and (iv) that certain Loan Agreement, dated May 24, 2007, in the original principal amount of \$6,500,000, of which \$5,000,000 principal amount is currently outstanding for public works projects of the Municipality (collectively, the "Outstanding Indebtedness");

WHEREAS, the Outstanding Indebtedness is currently outstanding in the aggregate principal amount of \$24,850,000, which principal matures pursuant

to the prior Loan Agreements, June 1, 2009 through June 1, 2030, inclusive;

WHEREAS, the Loan Agreements executed in connection with the Outstanding Indebtedness provide that the Outstanding Indebtedness may be prepaid at any time upon the terms and conditions set forth in the respective Loan Agreements without prepayment penalty;

WHEREAS, the Council of the Municipality has determined that it is in the best interests of the Municipality to prepay and refund the Outstanding Indebtedness, the proceeds thereof having been used to finance "projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, and as set forth in an Indenture of Trust (the "Indenture"), between the Issuer and The Bank of New York Trust Company, N.A. as trustee (the "Trustee"), as permitted under Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended and supplemented, and as described in the form of a Loan Agreement (the "Loan Agreement"), between the Municipality, as borrower, and the Issuer, such loan to be in the amount of not to exceed \$25,050,000.

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

Section 1. Approval of the Loan Agreement. The terms of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the City Administrator/City Recorder of the Municipality to execute and deliver the Loan Agreement, such Loan Agreement to be in substantially the form presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Administrator/City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 2. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations under the terms of the Loan Agreement.

Section 3. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the projects required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the

Municipality are irrevocably pledged.

Section 4. Consent to Assignment. The Municipality hereby acknowledges that the provisions of the Indenture assign to the Trustee, among other things, all of the interest of the Issuer in and to the Loan Agreement (other than the rights of the Issuer under Section 7.03 and Section 7.04 of the Loan Agreement, which are reserved to the Issuer) and the Municipality agrees to pay directly to the Trustee any amounts required to be paid by the Municipality to the Issuer pursuant to the Loan Agreement.

Section 5. Prepayment of the Outstanding Indebtedness. Upon the execution and delivery of the Loan Agreement, the Outstanding Indebtedness maturing on and after June 1, 2009, is hereby authorized to be prepaid and notice of such intent to prepay the Outstanding Indebtedness shall be given by the Municipality to the Trustee as provided in the Prior Loan Agreement executed in connection with the Outstanding Indebtedness.

Section 6. Miscellaneous Acts. The Mayor, the City Administrator/City Recorder, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved and in connection with the prepayment of the Outstanding Indebtedness.

Section 7. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 8. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 9. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted this 15th day of April, 2008.

Mayor

ATTEST:

City Administrator/Recorder

Mayor Barile adjourned the April 15, 2008 City Council meeting.

Mayor

ATTEST:

City Administrator