

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
AUGUST 18, 2009**

The City Council for the City of Morristown, Hamblen County, Tennessee met in regular session at the regular meeting place of the City Council in the Morristown City Center at 4:00 p.m., Tuesday, August 18, 2009 with Honorable Mayor Barbara C. "Sami" Barile presiding and the following named Councilmembers present: Bob Garrett, Claude Jinks, Frank McGuffin, William Rooney and Kay Senter; absent: Councilmember Gene Brooks.

Councilmember Rooney made a motion to approve the July 28, 2009 minutes as circulated; Councilmember Garrett seconded the motion. Councilmember Senter requested a revision in the fourth paragraph regarding the MOU with ASD for Howerton Road Improvements – change to "City to reimburse 50% to the developer up to \$90,000". Councilmembers Rooney and Garret accepted the revision and all voted "aye".

Mayor Barile read and presented a proclamation to Jim Crumley congratulating him on his retirement as City Administrator.

Councilmember Jinks made a motion to retire Police K9 Ricco and leave him in the care of his handler, Pete Shockley. Councilmember Senter seconded the motion and upon roll call, all voted "aye".

Councilmember Rooney made a motion to award the bid for the Morristown Regional Airport Terminal to Burke-Ailey Construction Co. in the amount of \$1,115,455. Councilmember Senter seconded the motion and upon roll call, all voted "aye". (Original bid \$1,153,360 less optional deductions of \$136,589 with \$98,684 added back for the stone & metal panels.)

Councilmember Jinks made a motion to adopt the following Resolution No. 21-09; Councilmember Garrett seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NUMBER 21-09  
A RESOLUTION EXPRESSING OFFICIAL INTENT THAT  
CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION  
WITH CERTAIN PUBLIC WORKS PROJECTS AND RELATED  
EXPENDITURES BE REIMBURSED FROM PROCEEDS OF  
NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED  
BY THE CITY OF MORRISTOWN, TENNESSEE.**

WHEREAS, the City of Morristown, Tennessee (the "City"), is in the process of causing certain capital expenditures to be made with respect to certain public works projects, consisting of design services for Public Works Facility for the City, including, but not necessarily limited to planning, design, and architectural expenses (the "Project"); and,

WHEREAS, the City Council of the City of Morristown desires to establish its official intent that certain expenditures related to the Project and certain other related expenditures be reimbursed out of notes, bonds, or other indebtedness to be issued in the future by the City.

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

Section 1. The City Council hereby finds and determines, as follows:

- (a) that it is in the best interest of the City to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the City has certain funds available which may be used temporarily for this purpose, pending the issuance of bonds, notes, or other indebtedness of the City;
- (c) that the City Council anticipates that the City will issue its bonds, notes, or other indebtedness for the purpose of financing the Project;
- (d) that the City Council reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such bonds, notes, or other indebtedness are available; and,
- (e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the City.

Section 2. The City Council hereby establishes its official intent to issue bonds, notes, or other indebtedness to finance the costs of the Project and other related expenditures in an amount not to exceed \$30,000 Pending the issuance of such bonds, notes, or other indebtedness, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the tax-exempt bonds, notes, or other indebtedness when issued.

Section 3. The City will comply with the applicable State or local laws governing the public availability of records relating to its official acts with respect to this Resolution.

Section 4. All actions of the officers, agents, and employees of the City that are in conformity with the purposes and intent of this Resolution whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE this 18<sup>th</sup> day of August 2009.

CITY OF MORRISTOWN, TENNESSEE  
A MUNICIPAL CORPORATION

---

Mayor

ATTEST:

---

City Administrator/Recorder

Councilmember Jinks made a motion to adopt the following Resolution No. 22-09; Councilmember Garrett seconded the motion and upon roll call, all voted "aye".

**AUTHORIZING RESOLUTION NO. 22-09  
A RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES  
PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF  
APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER  
NECESSARY DOCUMENTS, AND MAKING CERTAIN  
REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF  
CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.**

WHEREAS, the City of Morristown is a public and governmental body in Morristown, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water

facilities project, Department of Environment and Conservation Number **DGA 2009-100** (the "Project"), in and for the Local Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of moneys in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

**Section 1.** Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of TWO MILLION DOLLARS (\$2,000,000) by the obtaining of a Project Loan.

**Section 2.** The execution and delivery of the Application for a Project Loan in the principal amount of TWO MILLION DOLLARS (\$2,000,000) for the purpose of funding all or a portion of the total estimated cost of the Project FOUR MILLION DOLLARS (\$4,000,000), by Joseph Wigington, the General Manager of the Local Government, is hereby ratified and approved in all respects.

**Section 3.** Except as provided in Section 4, a portion of the ARRA funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be \$800,000.

**Section 4.** The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved. It is acknowledged that the Project Loan includes funding from the American Recovery and Reinvestment Act (ARRA). In order to qualify for the ARRA funding, construction must have begun or all project contracts must be signed by February 17, 2010. Failure to comply with this requirement shall result in the immediate termination of the loan agreement. All funds, which have been disbursed under this loan agreement, shall be repaid within ninety (90) days of receipt of the **NOTICE OF TERMINATION** of the loan from the Authority and Department. Determination by the Authority and Department of such failure shall be conclusive.

**Section 5.** The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

**Section 6.** The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

**Section 7.** The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance

with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

**Section 8.** The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

**Section 9.** The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

**Section 10.** The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

**Section 11.** The General Manager, Joseph Wigington, of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

**Section 12.** All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 18<sup>th</sup> day of August 2009.

---

Barbara C. Barile, Mayor

ATTEST:

---

Ralph C. Fielder, Acting City Administrator

Councilmember McGuffin made a motion to approve the following captioned Ordinance No. 3369 on first reading and schedule a public hearing relative to final passage of said Ordinance for September 1, 2009. Councilmember Jinks seconded the motion and upon roll call, all voted "aye".

**Ordinance No. 3369  
Entitled and Ordinance to amend the Municipal Code of the City  
of Morristown, Tennessee, Appendix B. {Rezoning of property  
along Cherokee Park Road/N. Davy Crockett Parkway, 2712 N.  
Davy Crockett Parkway {Tax Map 17, Parcel 17.02} from Medium  
Density Residential (R-2) to Intermediate Business (IB).}**

Councilmember Senter made a motion to approve an amendment to the Contract with Professional Services Group, Inc. (Veolia) for the operation of the Lowland Wastewater Treatment Plant in the amount of \$61,483. Councilmember McGuffin seconded the motion and upon roll call, all voted "aye".

Councilmember McGuffin made a motion to approve the following captioned **de-annexation** Ordinance No. 3330 on final reading; Councilmember Jinks seconded the motion and upon roll call, Councilmembers Garrett, Jinks, McGuffin, Senter and Mayor Barile voted "aye"; Councilmember Rooney voted "no".

**Ordinance No. 3330.**

**Entitled an Ordinance to De-annex certain Territory and to remove the same from the Corporate Boundaries of the City of Morristown, Tennessee. {De-annexation of the Edward Gilbert Farm along Enka Highway (HCTM 58, Parcel 71.04).}** *[Adopted on first reading 5/20/08; public hearing held on 6/3/08; final adoption deferred.]*

Councilmember Senter requested that parking availability for citizens in the parking garage and around the City Center building be added to the Unfinished Items Checklist.

Councilmember Jinks made a motion that Doug Deering fill the remainder of Jim Crumley's term on the Solid Waste Board (term expires 10/1/11); Councilmember Garrett seconded the motion. Councilmember Rooney made a motion that nominations cease and Mr. Deering be elected by acclamation. Upon roll call, all voted "aye".

Mayor Barile adjourned the August 18, 2009 City Council meeting.

---

Mayor

ATTEST:

---

Acting City Administrator

**WORK SESSION  
DRAFT MINUTES  
AUGUST 18, 2009**

**1. Discussion with Pat Hardy, MTAS Consultant, on hiring an Interim City Administrator and the process of seeking a new City Administrator.**

Mayor Barile stated that a list of three candidates for an interim administrator had been received from MTAS; she has spoken with two of them; one is not interested – has commitments thru early winter; one is interested but not available until early winter; waiting on a reply from the third.

Mr. Hardy outlined the process for hiring a new administrator:

- First decide method of recruiting – 1) use MTAS Consultant; 2) use a private consultant (search firm), or 3) City do it internally;
- Decide on the job description;
- Decide on the advertisement and the sources of advertisement;
- Decide on criteria for screening process;
- Narrow the list to around ten candidates and decide on criteria for collecting more information;
- Narrow the list to four or five candidates to be interviewed;
- Do background checks on finalists;
- Council interviews final candidates;
- Select a candidate;
- Develop an employment agreement.

It was the consensus of City Council to use an MTAS Consultant for the search. Mr. Hardy stated that it would take approximately six months to complete the process.

**2. Briefing by Eddie Fuller, Architect, on the new Public Works Facility.**

Mr. Fuller showed a sketch of a facility on the property on Sulphur Springs Road – there is not enough property at this location for an adequate facility

Mr. Fuller showed a sketch of a facility on the Liberty Hill Road property. He feels that this site has adequate space for the facility.

Options: Remodel current facility on Liberty Hill Road; tear down & use the land; or use Sulphur Springs property and purchase additional land. Could possibly look at splitting the public works functions; leaving some at the current location and moving some to a new facility on Liberty Hill Road or Sulphur Springs Road.

Mr. Fuller will work on the options and report back to Council.

**THE FOLLOWING SPOKE DURING THE AUGUST 18, 2009 CITY COUNCIL MEETING:**

Public Comments

- a. Daisey Rogers, daughter's house at 510 Lumbardy – Complaint about grown up yard near her granddaughter's house at 764 Lennie. Called Stacy Hayes twice – he did not return her calls.
- b. Carl Murphy, 1101 W. Rose – Offended by removal of Kay Senter from the Finance Committee; City Administrator salary was \$110,000, got an additional \$35,000; did he get any insurance benefits?
- c. Gwen Holden, 2343 Sulphur Springs Road – Koch Foods – how can Koch Foods not pay their sewer bill for one year?
- d. Carolyn Lightfoot, 4511 Andrew Johnson Hwy. – Strut Your Mutt Event on September 12<sup>th</sup> at Fred Miller Park to raise funds for Wiggly Field Dog Park.
- e. Steve Sublett, 4050 Sublett Road – City tore road sign down years ago, have not put it back; when did City authorize the Industrial Board to go into Jefferson County to try to buy property; why is City interested in Exit 9 ; Industrial Board wants Exit 6 property in Jefferson County.