

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JANUARY 17, 2017 – 5:00 P.M.**

1. **CALL TO ORDER**  
Mayor Gary Chesney
2. **INVOCATION**  
Jonathon Bewley, Chaplain, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**  
January 3, 2017
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**  
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
9. **NEW BUSINESS**
- 9-a. **Resolutions**
  1. Resolution No. \_\_\_\_\_  
Detailed Resolution Authorizing the Issuance of Not to Exceed  
\$12,500,000 General Obligation Bonds of the City of Morristown,  
Tennessee.
- 9-b. **Introduction and First Reading of Ordinances**
- 9-c. **Awarding of Bids/Contracts**
  1. Approval of Request for Proposal (RFP) for Pest Control and Elimination  
to Adrian Hale Pest Control and allow the City Administrator to negotiate  
and enter into contract with the entity.

2. Approval of Request for Proposal (RFP) for Food and Beverage Concessions to Jason Ferguson (DBA Fergie's Snack Shack) and allow the City Administrator to negotiate and enter into contract with the entity.
3. Approval of Professional Light Bid for the Morristown Police Department from Gulf States Distributors in the amount of \$146 per unit. This equipment is funded by a Justice Assistance Grant with no local match.
4. Approval of contract addendum to Revise Web Services to improve website, initial fee of \$4,900 with a reoccurring fee of \$1,500 for maintenance.
5. Approval of Inspection and Maintenance Agreement (I&M) between City of Morristown and MT Lott Partnership, Morristown Regional Eye Center.

**9-d. Board/Commission Appointments**

**9-e. New Issues**

1. Fire Department hiring of one (1) Entry-level Firefighter.

**10. CITY ADMINISTRATOR'S REPORT**

1. Report on Debt Obligation(s) for Morristown Utility Commission.

**11. COMMUNICATIONS/PETITIONS**

**This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**  
Regular City Council Meeting with Work Session

January 19, 2017	(Thur) 7:00 p.m.	City Council Listening Roundtable, Meadowview Middle School
February 7, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 21, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
February 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 7, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 21, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
March 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 14, 2017	(Friday)	City Employee's Holiday, Good Friday
April 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
April 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 2, 2017	(Tuesday)	Municipal Election Day
May 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2017	(Monday) TBD	Sine Die City Council Meeting
May 16, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
May 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2017	(Monday)	City Employee's Holiday Memorial Day

**WORK SESSION AGENDA**  
**January 17, 2017 5:00 p.m.**

**1. No Work Session.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JANUARY 3, 2017**

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 5:00 p.m., Tuesday, January 3, 2017, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Dennis Alvis, Ken Smith and Tommy Pedigo, absent; Kay Senter.

Mike Cutshaw, Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the December 20, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held pertaining to Ordinance No. 3573.

Councilmember Alvis made a motion to approve Ordinance No. 3573 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3573**

**An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-203 Definitions and Chapter 10 (IB) Intermediate Business District of the Morristown Municipal Code.**

Councilmember Smith made a motion to approve Ordinance No. 3555.03 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3555.03**

**To Amend Ordinance Number 3555, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2016-2017 and Appropriate an Additional Sum of \$25,000 Specifically for Park & Recreation Projects Related to Grant Administration and for the Reclassification of Public Work Funds for the Purchase of Equipment. This Additional Appropriation is funded by Unbudgeted Revenues that were Received from Contributions.**

Councilmember Alvis made a motion to approve Resolution No. 01-17.  
Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Resolution No. 01-17**

**A Resolution calling for a Municipal Election on May 2, 2017 for the election of one Councilmember to represent Ward 1; one Councilmember to represent Ward 3; and one at-large Councilmember.**

WHEREAS, the City of Morristown conducts Biennial Elections; and

WHEREAS, the 2017 Election will be held on May 2, 2017; and

WHEREAS, the 2017 Election will be for the election of one Councilmember to represent Ward 1; one Councilmember to represent Ward 3; and one at-large Councilmember.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Morristown hereby calls for a Municipal Election on May 2, 2017 for the election of one Councilmember to represent Ward 1; one Councilmember to represent Ward 3; and one at-large Councilmember.

Adopted this the 3<sup>rd</sup> day of January, 2017.

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Mayor

ATTEST:

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City Administrator

Councilmember Pedigo made a motion to approve Resolution No. 02-17.  
Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NUMBER 02-17**

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED THIRTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$13,500,000) GENERAL OBLIGATIONS BONDS OF THE CITY OF MORRISTOWN, TENNESSEE**

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$13,500,000 which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Administrator of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$13,500,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

#### N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Anthony W. Cox, City Administrator

Adopted and approved this 3<sup>rd</sup> day of January, 2017.

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Gary Chesney, Mayor

ATTEST:

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Anthony W. Cox, City Administrator

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on January 3, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$13,500,000 General Obligation Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 3rd day of January, 2017.

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City Administrator

(SEAL)

Councilmember Bivens made a motion to approve the purchase of property for potential Public Works Facility and Community Center in the amount of \$1,391,250. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Councilmember's Kay Senter, Chair, Ken Smith and Dennis Alvis to the 2017 Finance Committee.



January 3, 2017

Councilmember Bivens made a motion to approve the retirement for K-9 Dog Shadow and authorize the transfer of ownership to handler Officer Lucas Watson. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the January 3, 2017, City Council meeting at 5:21 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,500,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Morristown, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to finance public works; and

WHEREAS, the City Council of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein, (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter and (v) the issuance cost of issuing the bonds; and

WHEREAS, the City Council of the Municipality did adopt on January 3, 2017 an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$13,500,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, has been published as required by law; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$12,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1.      Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2.      Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$12,500,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Financial Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(h) Mayor shall mean the Mayor of the Municipality.

(i) "Governing Body" means the City Council.

(j) "Projects" means (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter.

(k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

### Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$12,500,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2017. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2042, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2027 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted

pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration

Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money



equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to,



wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HAMBLEN  
CITY OF MORRISTOWN, TENNESSEE  
GENERAL OBLIGATION BOND, SERIES 2017

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2017, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality

shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on June 1, 2027 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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**\*Final Maturity**

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal

aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$12,500,000 and issued by the Municipality to finance the cost of (i) acquisition of land for and the construction, improvement, renovation, equipping and/or repair of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, storm water drainage systems, fire department equipment and buildings, law enforcement buildings and equipment, libraries, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects, (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein. (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on January 17, 2017 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator as of the date hereinabove set forth.

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Administrator

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of City of Morristown, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest



falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8.      Sale of Bonds.

(a)      The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b)      If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c)      The Mayor is further authorized with respect to each series of Bonds to:

(1)      change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2)      change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3)      change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2017, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4)      establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than twenty-five (25) years from the initial principal payment date or later than June 1, 2044; and (C) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of State and Local Finance.

(5)      adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6)      sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7)      cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Administrator are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

(h) Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2017 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.



Section 9. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any 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 officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, 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 Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 10. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements

and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

#### Section 11. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality 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 Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Project within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. 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.

Section 16. 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.

Duly adopted and approved on January 17, 2017.

---

Mayor

Attested:

---

City Administrator

STATE OF TENNESSEE        )

COUNTY OF HAMBLEN        )

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on January 17, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Bonds.

WITNESS my official signature and seal of said Municipality on \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Administrator

(SEAL)

21170305.2



## Morristown City Council Agenda Item Summary

**Date:** January 11, 2017

**Agenda Item:** Approval of RFP – Pest Control and Elimination

**Prepared by:** Joey Barnard

**Subject:** Pest Control and Elimination RFP

**Background/History:** The City of Morristown continues to review its current contracts. The City of Morristown has not sought requests for proposal for the pest control services for several years and has determined that it is in its best interest to evaluate these services. The City of Morristown utilizes pest control services to maintain (12) twelve City properties. These properties include all fire stations, City Center building, Public Works facility, Morristown Regional Airport, and several Parks and Recreation facilities. Due to the fact that other factors in addition to price were considered significant, a request for proposal was utilized. The selected vendor will maintain the properties for a two year (2) year period.

**Findings/Current Activity:** The RFP was advertised in the *Citizen Tribune* on December 13, 2016 and December 19, 2016. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Friday, January 6, 2017. We received five (5) responses.

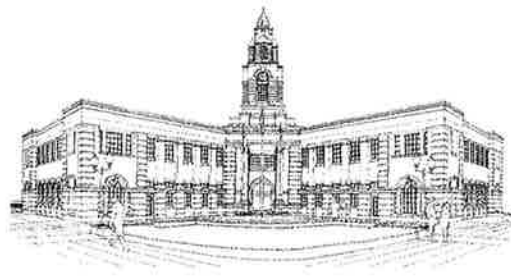
**Financial Impact:** A five member selection committee evaluated the responses received based on the selection criteria outlined in the request for proposals. The criteria utilized included qualifications, availability, references, and compensation. The City of Morristown currently is paying approximately \$2,700 per year for these services. While the current provider submitted a response for the same monthly fee, and it is the lowest amount submitted, the current provider was not ranked the highest by the committee. The second highest amount submitted was ranked the highest by the selection committee. The annual cost to the City of Morristown based on this proposal will be approximately \$4,900. Funds have been appropriated to absorb this increase.

**Action options/Recommendations:** It is staffs' recommendation to approve Adrian Hale Pest Control and allow the City Administrator to enter into a contract with the entity.

**Attachments:** Rankings

**CITY OF MORRISTOWN**  
**OFFICE OF FINANCE AND PURCHASING**  
**RFP: PEST CONTROL AND ELIMINATION**  
**SUMMARY: FIRM RANKINGS**

RANKING	ENTITY
1	Adrian Hale Pest Control
2	Kirkland's Pest Control
3	American South Termite and Pest Control
4	Action Termite and Pest Control
5	Cook's Pest Control



## **Morristown City Council Agenda Item Summary**

**Date:** January 12, 2017

**Agenda Item:** Approval of Request for Proposal – Food and Beverage Concessions

**Prepared by:** Joey Barnard

**Subject:** Food and Beverage Concessions

**Background/History:** The Morristown Parks and Recreation Department leads several community sports including baseball, softball, soccer, etc. Parks and Recreation enhances these programs by contracting with a vendor to provide concessions for those that are participating or attending the games. The City's long-time provider of these services has informed the City of Morristown that they were ceasing operations. Thus, the City of Morristown has the need to replace this vendor. The selected vendor will provide concessions for a term of two (2) years.

**Findings/Current Activity:** The Request for Proposal was advertised in the *Citizen Tribune* on December 7, 2016 and on December 14, 2016. Additionally, the Request for Proposal was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 10:00 AM on Wednesday, December 28, 2016. We received one (1) response.

**Financial Impact:** Approval of the proposal will have a positive financial impact for the City of Morristown. The City will receive 5 percent of gross sales from this service that is to be paid quarterly.

**Action options/Recommendations:** It is staffs' recommendation to approve the request for proposal submitted by Jason Ferguson (d/b/a as Fergie's Snack Shack) and to allow the City Administrator to enter into contract.

**Attachments:** None.





## Morristown City Council Agenda Item Summary

**Date:** January 9, 2017

**Agenda Item:** Approval of Bid- Professional Light Bid

**Prepared by:** Joey Barnard

**Subject:** Professional Light Bid

**Background/History:** The Morristown Police Department currently only provides large halogen flashlights which are carried in the patrol vehicle. These flashlights are approximately 12 inches in length and weigh approximately two pounds making them unsuitable to carry for long periods of time. Officers often find themselves in situations during both day and night time hours when deploying a flashlight is necessary for officer and citizen safety. The proposed equipment would provide officers with lights which are smaller in size and are capable of being worn on the duty belt making them readily available for use in the field.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on December 7, 2016 and on December 14, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 10:00 AM on Thursday, December 29, 2016. We received three responses.

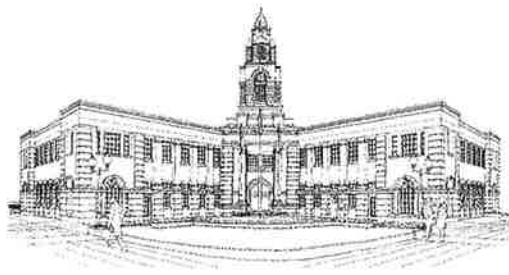
**Financial Impact:** This equipment is funded by a Justice Assistance Grant that is required to be shared with Hamblen County. The City of Morristown is the fiscal agent on this grant. Thus, local funds are not being expended for this equipment.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Gulf States Distributors.

**Attachments:** Copy of the Bid Tabulation

City of Morristown  
Professional Light Bid Tabulation  
Thursday, December 29, 2016 10:00 a.m.

Bidder	Make and Model	Unit Price
Summit Uniforms	Streamlight Strion Dual 74612 - Switch LED HL with 2 Chargers	\$163.34
Gulf States Distributors	Streamlight 74612 Strion DS HL - 88051 BW Holder	\$146.00
Truckers Lighthouse	Streamlight DSHL - Uncle Mike's Holder 74194	\$145.00



## **Morristown City Council Agenda Item Summary**

**Date:** January 17, 2017

**Agenda Item:**

**Prepared by:** Larry Clark, Pavel Plasencia

**Subject:** Contract addendum for Revize Web Services

**Background / History:** Council approved Revize Web Services in November 2014 to improve our website and to make it more user friendly. This goal staff feels has been successful.

**Findings / Current Activity:** With the improvements, staff began looking at ways to improve how the City can interact with its citizens through technology. One of those ways is to create a mobile app that can be used by citizens. Revize can upgrade our current app and also create an app for iPhone users. The app will add the following enhancements: Push notifications to subscriber's phone, quick link to City's calendar and enhanced capabilities. All of these improvements will be a benefit to our citizens.

**Financial Impact:** Initial fee of \$4,900 with a reoccurring fee of \$1,500 for maintenance.

**Action options / Recommendations:** Approval of contract addendum

**Attachments:** Contract

## Mobile App Sales Agreement

### Revize Web Services Sales Agreement

This Sales Agreement is between The City of Morristown, Tennessee ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 12-6-16

#### CLIENT INFORMATION:

Company Name: City of Morristown  
 Company Address: 100 West First North Street  
 Company Address 2: \_\_\_\_\_  
 Company City/State/Zip: Morristown, TN 37814  
 Contact Name: Pavel Plasencia  
 Phone: 423-585-1832  
 Email: pavel@mymorristown.com  
 Billing Dept. Contact: \_\_\_\_\_

#### REVIZE LLC:

Revize Software Systems  
 1890 Crooks, Suite 340  
 Troy, MI 48084  
 248-269-9263

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
As an extension of the web services contract you are already enjoying with Revize, we would like to add on the following web services:		
1	Revize Mobile App, onetime set up fee:	\$ 4,570
1	Existing Client Onetime Discount:	(\$ 670)
1	Revize Mobile App annual maintenance fee:	\$ 1,500
1	Existing Client Annual Fee Discount:	(\$ 500)

**Grand Total First Year:** **\$ 4,900**

This contract is for a period of two years. Revize requires a check for \$3,500 to start this initiative and the remainder of balance due upon delivery of the Mobile App. Revize Annual Services start the day of the Kick Off Meeting.

#### Terms:

1. *Payments: All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.*
2. *This Sales Agreement is the only legal document governing this sale.*
3. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
4. *This Sales Agreement is subject to the laws of the State of Michigan.*
5. *Pricing expires in 30 days.*

#### AGREED TO BY:

#### CLIENT

#### REVIZE

Signature of Authorized Person: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph J. Nagrant

\_\_\_\_\_  
Sales Director

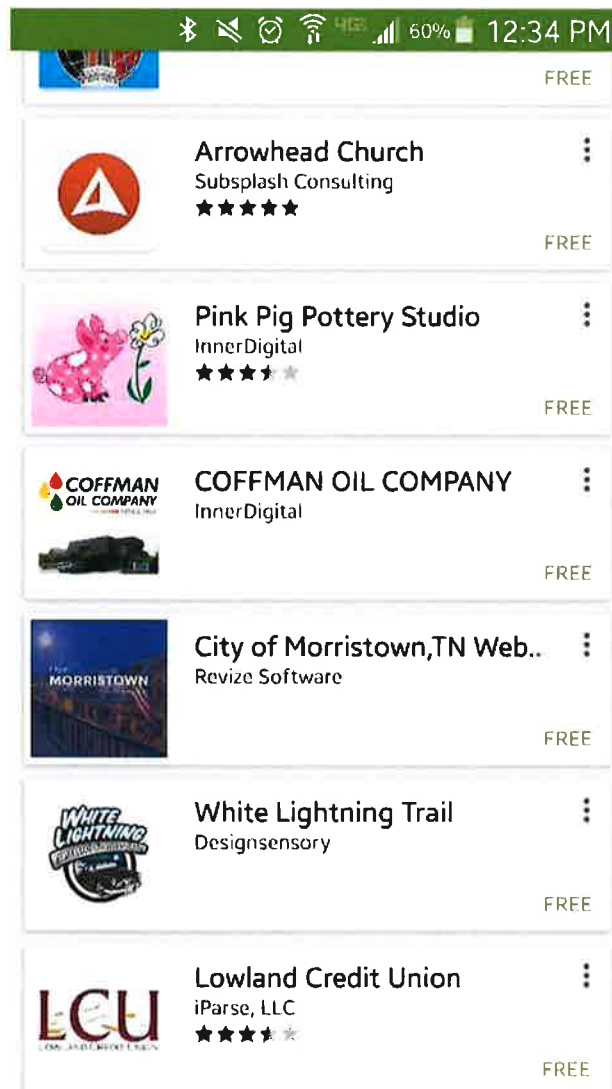
Please sign and return to: Joseph J. Nagrant at Fax # 866-346-8880

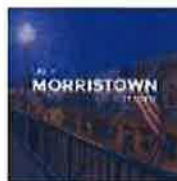
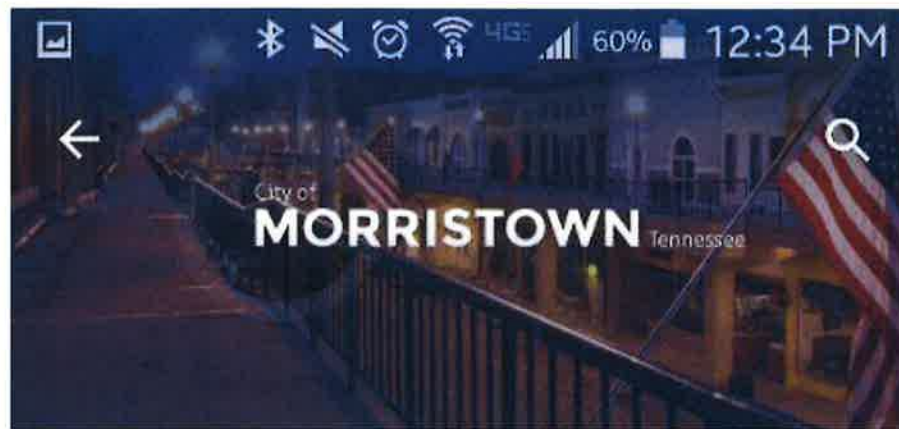
## Following is the Scope of Work for this Revize Mobile App Project

The Revize Mobile App will have the following capabilities:

- Compatibility for both Apple & Android Smart Phone Devices
- Announcement Push notifications right to the subscriber's phone
- Quick Link to the City's web calendar
- Quick link to the City's or any 3<sup>rd</sup> Party web applications
- Quick link to any Revize web page or web applications
- Quick link to the City's Frequently Asked Questions Center

This images are examples only.





## City of Morristown,TN Web App

Revize Software

**E** Everyone

INSTALL



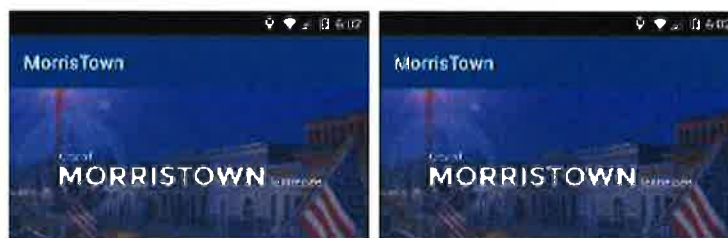
Communication

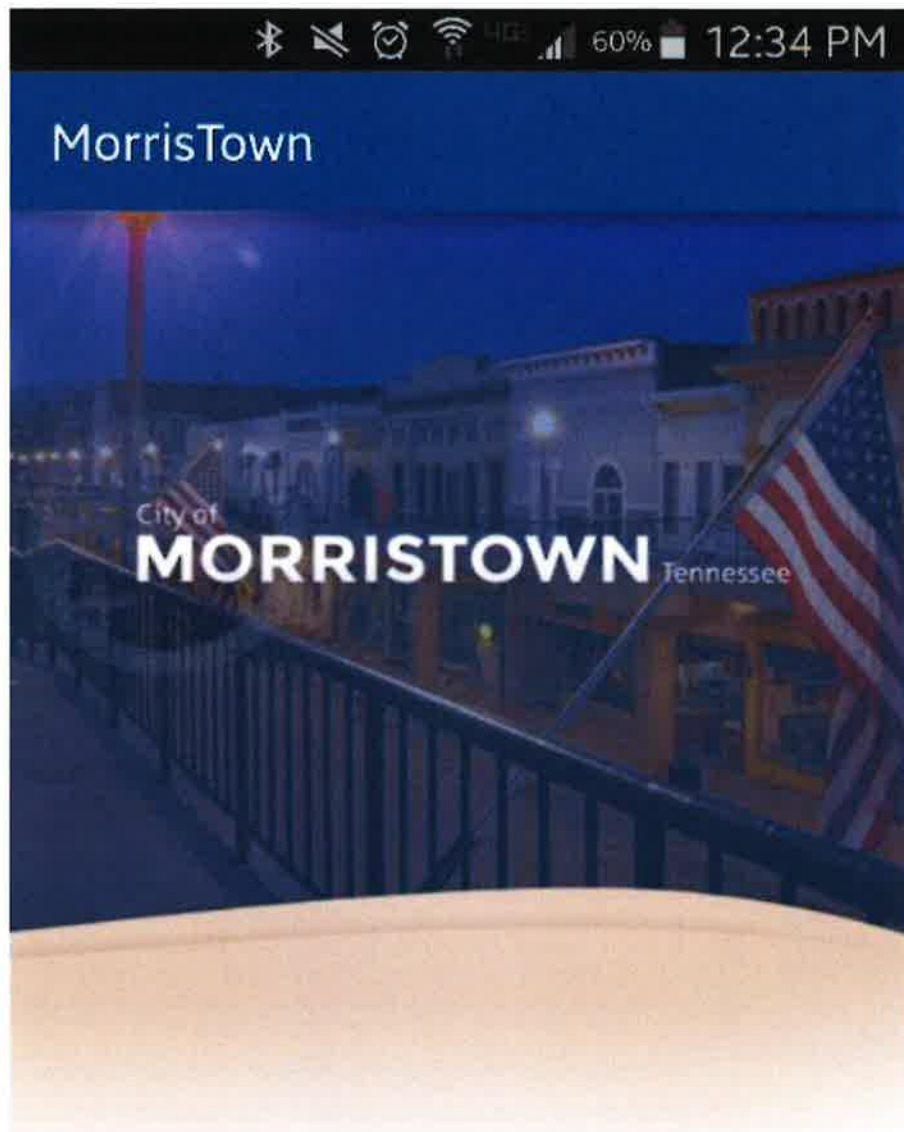


Similar

## City of Morristown Web App

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## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

City of Morristown, TN  
100 West 1<sup>st</sup> North Street  
Morristown, TN 37814  
(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 20 16, by and between MT Lott Partnership hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 3005 West AJ Highway  
Map 41-H, "B", 10.03  
as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)  
Hamblen County, TN, Deed Book 1564 Page 863, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as Lot 1R-1; Morristown Regional Eye Center Land  
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

MT Lott Partnership

Company/Corporation/Partnership Name (Seal)

By: 

Edward H. Moody, Jr.

(Type Name)

Partner

(Type Title)

State of TN

County of Hamblen

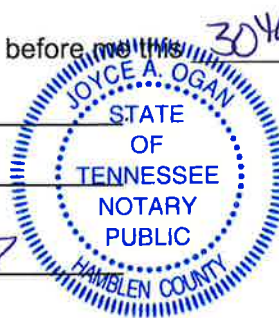
The foregoing Agreement was acknowledged before me this 30<sup>th</sup> day of November, 2016,

by



Notary Public

My Commission Expires 12-27-2017



Approved as to form:



City Attorney

12-20-16

Date

Approved by the City:

Mayor

Date

# Memo

To: Mayor and Council

From: Bill Honeycutt, Fire Chief

Date: January 9, 2017

**RE: New Hire Request**

---

I'm requesting the Mayor and Council to appoint one (1) qualified candidate to an existing vacancy within the Fire Department at the position of **Entry Level Firefighter**. The position is funded in the FY 17 budget.

As background information; Civil Service rules allow the appointing authority to consider the top three (3) names on the certified entry level roster and from the top three (3) names, the Mayor and Council may appoint one (1) candidate.

I'm prepared to make a recommendation if so requested.

For your review, a copy of the Civil Service's certified Entry Level roster will be included as part of your informational packet for the City Council meeting on January 17, 2017.

We'll request the successful candidate to turn in a notice with his current employer and report for orientation and limited duty with our department during the week of January 30, 2017. Afterward, the 14 week recruit school begins classes on February 17<sup>th</sup>, meaning the new firefighter should be ready for shift assignment with the MFD near the end of May.

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## FIRE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on November 8, 2016 to reflect recent testing, hiring and /or corrections

RANK	NAME	EXPIRES
1	Todd Lewis	Sept 30, 2017
2	Dylan Robinson	Sept 30, 2017
3	Chris Lowe	Sept 30, 2017
4	Travis Wice	Sept 30, 2017
5	Terry Rose	Sept 30, 2017
6	Jason Logan	Sept 30, 2017
7	Jordan Helton	Sept 30, 2017
8	David Harrington	Sept 30, 2017
9	Derek Franklin	Sept 30, 2017
10	James Bullen	Sept 30, 2017
11	Nathan Johnson	Sept 30, 2017
12	Ryan Templin	Sept 30, 2017
13	CA Barton	Sept 30, 2017
14	Shawn Kirkpatrick	Sept 30, 2017
15	Mitchell Hawks	Sept 30, 2017
16	Alex Chevez	Sept 30, 2017
17	Bill Johnson	Sept 30, 2017
18	Justin Costner	Sept 30, 2017
19	Branson Wilson	Sept 30, 2017
20	Isaac Woody	Sept 30, 2017
21	Aaryn McBryde	Sept 30, 2017
22	Gary Morrison	Sept 30, 2017

For the Civil Service Board



Lee Parker, Chairman

11-8-2016

Date

**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>						
Name:	City of Morristown					
Address	P. O. Box 1499					
	Morristown, TN 37816-1499					
Debt Issue Name:	Telecommunications System Revenue and Tax Capital Outlay Note, Series 2016					
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.						
<b>2. Face Amount:</b> \$ 2,000,000.00						
Premium/Discount:	\$ 0.00					
<b>3. Interest Cost:</b> 2.0000 %						
<input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable						
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____						
<b>4. Debt Obligation:</b>						
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input checked="" type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease						
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").						
<b>5. Ratings:</b>						
<input checked="" type="checkbox"/> Unrated						
Moody's _____	Standard & Poor's _____ Fitch _____					
<b>6. Purpose:</b>						
<input type="checkbox"/> General Government _____ % <input type="checkbox"/> Education _____ % <input checked="" type="checkbox"/> Utilities 100.00 % <input type="checkbox"/> Other _____ % <input type="checkbox"/> Refunding/Renewal _____ %	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th style="text-align: left; padding: 2px;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">telecommunication system improvements</td> </tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </tbody> </table>	BRIEF DESCRIPTION	telecommunication system improvements			
BRIEF DESCRIPTION						
telecommunication system improvements						
<b>7. Security:</b>						
<input type="checkbox"/> General Obligation <input type="checkbox"/> Revenue <input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input checked="" type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Other (Describe): _____					
<b>8. Type of Sale:</b>						
<input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Negotiated Sale <input checked="" type="checkbox"/> Informal Bid	<input type="checkbox"/> Interfund Loan _____ <input type="checkbox"/> Loan Program _____					
<b>9. Date:</b>						
Dated Date: 12/23/2016	Issue/Closing Date: 12/23/2016					



**REPORT ON DEBT OBLIGATION**

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$ 384,000.00	2.0000 %		\$	%
2018	\$ 392,000.00	2.0000 %		\$	%
2019	\$ 400,000.00	2.0000 %		\$	%
2020	\$ 408,000.00	2.0000 %		\$	%
2021	\$ 416,000.00	2.0000 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 1,000	Bone McAllester Norton
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
<b>TOTAL COSTS</b>	<b>\$ 1,000</b>	



### REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**☒ No Recurring Costs

Remarketing Agent  
 Paying Agent / Registrar  
 Trustee  
 Liquidity / Credit Enhancement  
 Escrow Agent  
 Sponsorship / Program / Admin  
 Other \_\_\_\_\_

**AMOUNT**  
 (Basis point / %)

**FIRM NAME**  
 (If different from #11)

**13. Disclosure Document / Official Statement:**☒ None Prepared☐ EMMA link \_\_\_\_\_ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ No

If yes to either question, date that disclosure is due \_\_\_\_\_

Name and title of person responsible for compliance \_\_\_\_\_

**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy \_\_\_\_\_

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 1/17/17and presented at public meeting held on 1/17/17

Copy to Director to OSLF:

on 1/18/17

either by:

☐ Mail to:

OR

☒ Email to:

505 Deaderick Street, Suite 1600  
 James K. Polk State Office Building  
 Nashville, TN 37243-1402

[StateAndLocalFinance.PublicDebtForm@cot.tn.gov](mailto:StateAndLocalFinance.PublicDebtForm@cot.tn.gov)**18. Signatures:**

AUT.ORIZED REPRESENTATIVE

PREPARER

Name Gary ChesneyTitle Mayor

Firm \_\_\_\_\_

Email gchesney@mymorristown.comDate 12/23/2016

Tennessee Municipal Bond Fund

lmooringham@tmbf.net

# REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

<b>1. Public Entity:</b>			
Name:	<u>City of Morristown, Tennessee</u>		
Address	<u>100 West First North Street</u> <u>Morristown, TN 37816</u>		
Debt Issue Name:	<u>Loan Agreement between PBA City of Clarksville and City of Morristown</u>		
<small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>			
<b>2. Face Amount:</b> <u>\$ 15,000,000.00</u>			
Premium/Discount:	<u>\$ 0.00</u>		
<b>3. Interest Cost:</b> <u>2.2700 %</u> <input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable			
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____			
<b>4. Debt Obligation:</b>			
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input checked="" type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease			
<small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>			
<b>5. Ratings:</b>			
<input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____			
<b>6. Purpose:</b>			
<input type="checkbox"/> General Government _____ % <input type="checkbox"/> Education _____ % <input checked="" type="checkbox"/> Utilities <u>100.00</u> % <input type="checkbox"/> Other _____ % <input type="checkbox"/> Refunding/Renewal _____ %	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><u>wastewater system improvements</u></td> </tr> </tbody> </table>	BRIEF DESCRIPTION	<u>wastewater system improvements</u>
BRIEF DESCRIPTION			
<u>wastewater system improvements</u>			
<b>7. Security:</b>			
<input type="checkbox"/> General Obligation <input checked="" type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____			
<b>8. Type of Sale:</b>			
<input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan <input type="checkbox"/> Negotiated Sale <input checked="" type="checkbox"/> Loan Program <u>PBA City of Clarksville</u> <input type="checkbox"/> Informal Bid			
<b>9. Date:</b>			
Dated Date: <u>12/23/2016</u>	Issue/Closing Date: <u>12/23/2016</u>		

### REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**10. Maturity Dates, Amounts and Interest Rates \*:**

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$601,000.00	2.2700 %	2028	\$769,000.00	2.2700 %
2018	\$615,000.00	2.2700 %	2029	\$787,000.00	2.2700 %
2019	\$628,000.00	2.2700 %	2030	\$805,000.00	2.2700 %
2020	\$643,000.00	2.2700 %	2031	\$823,000.00	2.2700 %
2021	\$657,000.00	2.2700 %	2032	\$841,000.00	2.2700 %
2022	\$672,000.00	2.2700 %	2033	\$861,000.00	2.2700 %
2023	\$688,000.00	2.2700 %	2034	\$880,000.00	2.2700 %
2024	\$703,000.00	2.2700 %	2035	\$900,000.00	2.2700 %
2025	\$719,000.00	2.2700 %	2036	\$921,000.00	2.2700 %
2026	\$735,000.00	2.2700 %		\$	%
2027	\$752,000.00	2.2700 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

\* This section is not applicable to the Initial Report for a Borrowing Program.

**11. Cost of Issuance and Professionals:**

☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 15,000	Bone McAllester Norton
Issuer's Counsel	\$ 1,000	Runyon and Runyon
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 74,000	TMBF administration, legal fees, and expenses
<b>TOTAL COSTS</b>	<b>\$ 90,000</b>	

### REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

**12. Recurring Costs:**☒ No Recurring Costs

Remarketing Agent \_\_\_\_\_

Paying Agent / Registrar \_\_\_\_\_

Trustee \_\_\_\_\_

Liquidity / Credit Enhancement \_\_\_\_\_

Escrow Agent \_\_\_\_\_

Sponsorship / Program / Admin \_\_\_\_\_

Other \_\_\_\_\_

**AMOUNT**  
(Base points/\$)

**FIRM NAME**  
(If different from #11)

**13. Disclosure Document / Official Statement:**☒ None Prepared☐ EMMA link \_\_\_\_\_ or☐ Copy attached \_\_\_\_\_**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ NoIf yes to either question, date that disclosure is due 12 months from fiscal year endName and title of person responsible for compliance City Recorder**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

08/19/2014

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy \_\_\_\_\_

Date of Letter of Compliance for derivative \_\_\_\_\_

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on 1/17/17and presented at public meeting held on 1/17/17

Copy to Director to OSLF:

on 1/19/17

either by:

☐ Mail to:

505 Deaderick Street, Suite 1600  
James K. Polk State Office Building  
Nashville, TN 37243-1402

OR

☒ Email to:StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Gary Chesney

Title

Mayor

Firm

Administrator

Email

gchesney@mymorristown.comTennessee Municipal Bond Fund

Date

12/23/16lmooningham@tmbf.net

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$ 601,000	4.01%	1	\$ 8,469,164	5.65%
5	\$ 3,144,000	20.96%	5	\$ 43,542,406	29.06%
10	\$ 15,000,000	100.00%	10	\$ 97,670,517	65.19%
15	\$ 15,000,000	100.00%	15	\$ 130,680,379	87.22%
20	\$ 15,000,000	100.00%	20	\$ 148,745,567	99.28%
25	\$ 15,000,000	100.00%	25	\$ 149,823,297	100.00%
30	\$ 15,000,000	100.00%	30	\$ 149,823,297	100.00%