

STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
DECEMBER 6, 2016

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, December 6, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

John Freitag, Senior Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the November 15, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Craig Price, Parks & Recreation Director, presented the Tennessee Recreation and Parks Association (TRPA) Volunteer and Four Star Awards.

A Public Hearing was held pertaining to Resolution No. 25-16.

Councilmember Smith made a motion to approve Resolution No. 25-16. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 25-16
A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG NORTH
BELLWOOD ROAD WITHIN THE CITY'S URBAN GROWTH
BOUNDARY.

PLAN OF SERVICES

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

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

TO BE ZONED R-2 MEDIUM FAMILY RESIDENTIAL.

Property identified as Hamblen County Tax Parcel ID # 032040 03900 which includes approximately 5 acres located along the eastern right of way of N. Bellwood Road, the southwest corner of said parcel being approximately 740 feet from the northern right of way line of West Andrew Johnson Highway;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided upon the effective date of annexation.

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2. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards.

Fire

1. Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation.

Water

1. Water for potable use will be provided in accordance with current policies of the Alpha-Talbott Utility District unless located in an area in which another utility district has made service available and asserts Title 7 USC 1926b protection in the annexed area.
2. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Alpha-Talbott Utility District unless authorized by franchise agreement with another utility district which has made service available with capability to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of Alpha-Talbott Utility District policies shall be at the expense of the property owner or developer.

Sewers

1. Any extension of said shall be at the expense of the property owner or property developer.

Electrical

1. Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission.
2. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

1. The same regular refuse collection service now provided within the city will be extended to the annexed area sixty days following the effective date of annexation.

Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).
2. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city.

Inspection Services

1. Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, weights and measures, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

1. The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of R-2 Medium Family Residential.

Street Lighting

1. Street lights will be installed under the standards currently prevailing in the existing city.

Recreation

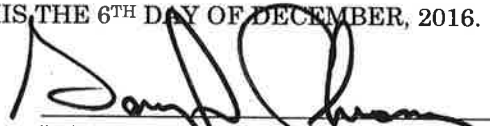
1. Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the resent city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

- 1. Street name signs where needed will be installed as new street construction requires.
- 2. Fibernet is available and can be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

PASSED ON FIRST READING THIS THE 6TH DAY OF DECEMBER, 2016.



MAYOR

ATTEST:



CITY ADMINISTRATOR

A Public Hearing was held pertaining to Ordinance No. 3571.

Councilmember Alvis made a motion to approve Ordinance No. 3571 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3571

An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee. {Annexation of property having been assigned Hamblen County TN Tax Map ID # 032 040 03900 000 2017 located along N.

Bellwood Road in the 2nd Civil District of Hamblen County Tennessee; with land use zoning designation of R-2, (Medium Density Residential)).

A Public Hearing was held pertaining to Ordinance No. 3572.

Councilmember Pedigo made a motion to approve Ordinance No. 3572 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3572

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of three (3) tax parcels having the Hamblen County Tennessee Tax Map ID #'s 034J B 02100 000, 034J B 02200 000 and 034J B 02000 000 which are located between E. Morris Boulevard, Trade Street and Euclid Avenue from their current zoning designation of HI (Heavy Industrial) to IB (Intermediate Business).}

Councilmember Garrett made a motion to approve Resolution No. 26-16. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO 26-16

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF MORRISTOWN, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$15,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality" or the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the extension, construction, improvement, and equipping of the wastewater system of the City, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Council of the Municipality to be in the best interests of the Municipality to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to borrow funds and incur indebtedness for the purpose of financing the Project;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted May 13, 2015, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2016 (City of Morristown Wastewater System Loan) (the "Bond"), in the principal amount of not to exceed Fifteen Million Dollars (\$15,000,000), and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, between the Municipality and the Authority, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Municipality had adopted on the date hereof, an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$15,000,000, and the City Recorder of the Municipality has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; provided, however, it is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the wastewater system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system, and to any pledge of such revenues in favor of other obligations of the wastewater system; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in that certain Bond Purchase Agreement, to be entered into between the Authority and the purchaser of the Bond (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$15,000,000 and the City is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of twenty years. The final principal and interest payment dates,

amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the purchaser of the Bond, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality.

(c) The Council of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the City.

The Council is aware of the risks and benefits associated with the Loan and the Put Option. The Council finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the City.

The Council further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Council commits to refund the Loan in the following manner:

- (x) the Council shall submit a plan of refunding to the Comptroller or Comptroller's designee;
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Council has not retained an independent municipal advisor in connection with the Loan. The Council understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Council has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The Municipality further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement.

Section 3. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or

amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the wastewater system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system, and to any pledge of such revenues in favor of other obligations of the wastewater system.

Section 5. Approval of Bond and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The Municipality further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds of the Municipality, upon submission of a requisition for such funds by the Municipality to the Purchaser and the Administrator, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Reimbursement Provisions. The Municipality may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Municipality reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the Municipality made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds

established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 10. Miscellaneous Acts. The Mayor, the City Recorder, the City Administrator, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

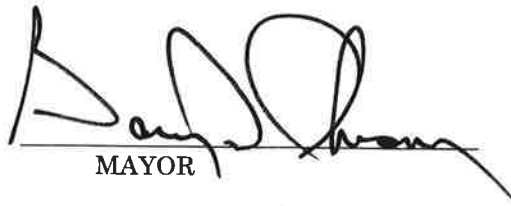
Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this the 6th day of December, 2016.


MAYOR

ATTEST:


CITY RECORDER

Councilmember Bivens made a motion to approve Resolution No. 27-16. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 27-16
A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE, TO
AUTHORIZE THE INDUSTRIAL DEVELOPMENT BOARD OF THE
CITY OF MORRISTOWN TO MAKE APPLICATION FOR A SELECT
TN SITE DEVELOPMENT GRANT.**

WHEREAS, the Select Tennessee Site Development Grant has been established through the Tennessee Department of Economic & Community Development to assist Tennessee communities in preparing sites for investment and job creation by providing funds to better position local industrial product; and

WHEREAS, the City of Morristown, in cooperation with the Industrial Development Board of the City of Morristown, has a history of developing industrial districts; and

WHEREAS, the City of Morristown, in cooperation with the Industrial Development Board of the City of Morristown, does promote Morristown has a prime location for business and industry; and

WHEREAS, the Industrial Development Board of the City of Morristown proposes to apply for Select TN Site Development Grant funds in the amount of \$500,000 for the purpose of further developing the East Tennessee Progress Center; and

WHEREAS, the City of Morristown will provide local financial support in conjunction with the Select TN Site Development Grant funds to complete the above project;

NOW, THEREFORE BE IT RESOLVED that the City of Morristown, Tennessee will be responsible for the local cash/match, not to exceed \$50,000, should the grant be awarded and funded to further develop the East Tennessee Progress Center.

This Resolution shall be effective from and after its adoption.

Passed this the 6th day of December, 2016.


MAYOR

ATTEST:


CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution No. 28-16. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 28-16
A RESOLUTION OF THE MORRISTOWN, TENNESSEE CITY
COUNCIL ADOPTING THE AMERICANS WITH DISABILITIES
ACT (ADA) TRANSITION PLAN, ADA COORDINATOR AND
PROCEDURES.**

WHEREAS, the Federal government enacted the Americans with Disabilities Act of 1990 ("ADA") to prevent decimation of the physically and mentally disabled relating to employment and access to public facilities; and

WHEREAS, the City of Morristown, Tennessee, remains committed to the ADA and the elimination of barriers to public facilities; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall name an ADA Coordinator; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall adopt a grievance procedure for resolving complaints alleging violation of Title II of the ADA; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall publish notice to the public regarding the ADA; and

WHEREAS, in compliance with Title II of the ADA, the City of Morristown, Tennessee, shall post the ADA coordinator's name, office address, and telephone number along with the ADA Notice and ADA grievance procedure on its website.

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

1. The Assistant City Administrator is responsible for the overall compliance with the ADA; and
2. The Assistant City Administrator is designated as the ADA Coordinator for the City of Morristown, Tennessee and is responsible for the City's compliance with the ADA; and
3. The Notice under the ADA, a copy of which is attached hereto and as revised from time to time, is adopted as the City of Morristown, Tennessee, Notice under the ADA; and
4. The City of Morristown, Tennessee, Grievance Procedure under the Americans with Disabilities Act, a copy of which is attached hereto and as revised from time to time, is adopted as the grievance procedure for addressing complaints alleging discrimination on the basis of disability in the provision of services activities programs or benefits by the City of Morristown, Tennessee; and
5. In compliance with Federal and State laws as set forth above, the City of Morristown, Tennessee City Council resolves to post the required information regarding the ADA coordinator, Notice under the ADA, and City of Morristown, Tennessee, Grievance Procedure under the ADA on its website and at such other locations as may be determined from time to time.

ADOPTED BY THE MORRISTOWN, TENNESSEE, CITY COUNCIL ON DECEMBER 6, 2016.



GARY CHESNEY, MAYOR

ATTEST:



ANTHONY W. COX, CITY ADMINISTRATOR

Councilmember Smith made a motion to approve the bid for Plastic Recycle and Refuse Containers, from Rehrig Pacific Company in the amount of \$51.00 per container for the Public Works Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the surplus of Océ TCS Scanner Model: TCS4, Serial #:451003556 and Océ TCS500 Color Printer, Model: TCS522NA, Serial #:552002381. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the surplus of Océ printer purchased with LAMTPO/Local funds Model: iPF8300S, Serial #:AADW0342. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between Brevard Partners of Tennessee, (The Down's) and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the Inspection and Maintenance Agreement (I&M) between Rutledge Place 2014, L.P., (Rutledge Place Apartments) and the City of Morristown. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Under the City Administrator's Report Administrator Cox reported on the following items:

- In looking at the 2017 City Council meeting dates one of the regular Council meetings will fall on July the 4th. It is our recommendation that meeting be cancelled and I would ask you to approve the calendar in your package with that cancellation to allow us to advertise the meeting calendar for the coming year.
- Report from the Tennessee Municipal League Insurance Pool, it one of the periodic risk management assessments that they do for our staff.

Mayor Chesney recessed the meeting for an Executive Session.

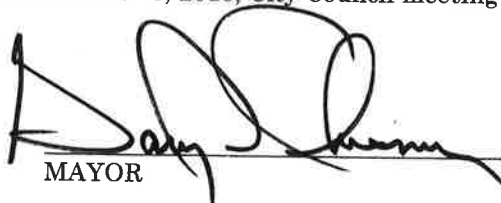
Mayor Chesney called the meeting back to order.

Councilmember Senter made a motion to open the agenda. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Councilmember Smith made a motion to adopt the 2017 meeting dates for City Council and cancel the July 4th meeting. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Councilmember Senter made a motion to approve the proposed settlement between the City of Morristown and AT&T, pending approval and review by the City Attorney. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the December 6, 2016, City Council meeting at 5:55 p.m.



MAYOR

ATTEST:



CITY ADMINISTRATOR