

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
JUNE 3, 2014**

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, June 3, 2014, with the Honorable Mayor Danny Thomas, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Dennis Alvis, Paul LeBel and Gary Chesney; absent; Councilmember Kay Senter.

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

Councilmember LeBel made a motion to approve the May 20, 2014 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3500.

Councilmember LeBel made a motion to approve Ordinance No. 3500 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3500

An Ordinance to Amend Title 8, Chapter 2 of the Municipal Code of the City of Morristown, Tennessee (Beer Ordinance).

A Public Hearing was held regarding Ordinance No. 3476.18

Councilmember LeBel made a motion to approve Ordinance No. 3476.18 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3476.18

An Ordinance to Amend Ordinance number 3476, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2013-2014 and Appropriate the Sum of \$24,475 for Insurance Reimbursements.

Councilmember LeBel made a motion to approve Resolution No. 11-14. Councilmember Chesney seconded the motion and upon roll call; all voted "aye".

Resolution No. 11-14

A Resolution of the City of Morristown, Tennessee, Authorizing the Issuance of Interest Bearing Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2014, in an Amount Not to Exceed \$1,000,000, for Morristown Utilities System and Providing for the Payment of Said Notes.

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing revenue and tax capital outlay notes to finance certain public works projects, consisting of the purchase, installation, integration, and bringing to operational status a phone switch for the purpose of generating dial tone for the telecommunications system of the Municipality (the "System"), the acquisition of all property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the System is operated by the Morristown Utilities Commission (the "Commission");

WHEREAS, the Commission has requested that the Council authorize and approval the issuance of a revenue and tax telecommunications system capital outlay note to finance the Project;

WHEREAS, the Municipality estimates that the economic life of the Project is greater than ten years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing revenue and tax capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance (the "Director of State and Local Finance"):

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Notes and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Notes.

"Council" means the City Council of the City of Morristown, Tennessee.

"Current Expenses" means all expenses incurred by, or on behalf of the Municipality in connection with the operation, maintenance, repair, insuring, and administration of the System, including, but not necessarily limited to, salaries, wages, the cost of supplies, materials, utilities, and rental payments and the cost of audits, but shall specifically exclude depreciation, amortization, interest on bonds, and expenditures for any capital improvements of the System, the useful life of which is reasonably expected to exceed one year, determined in accordance with generally accepted accounting principles.

"Net Revenues" means for any period, the excess of Revenues of the System over its Current Expenses during such period determined in accordance with generally accepted accounting principles.

"Note" or "Notes" means the Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2014, of the Municipality, authorized by this Resolution of the Council.

"Prior Outstanding Obligations" means those certain outstanding obligations, if any, of the Municipality with a prior lien on the Revenues of the System.

"Revenues" means all receipts, revenues, income, and other monies received by, or on behalf of, the Municipality from, or for, the operation of the System and all rights to receive such receipts, revenues, income, and other monies, whether in the form of

accounts receivable, contract rights, or otherwise, and proceeds from insurance against loss of, or damage to, the System, or from any sale or conveyance, in accordance with the terms hereof, of all or part of the System.

"System" means the complete telecommunications system of the Municipality, together with, and including, the Project and all telecommunications system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Notes remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the telecommunications system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 3. Authorization. For the purpose of providing funds to finance the costs of the Project and costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of the Act and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$1,000,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 4. Terms of the Notes. The Notes shall be designated "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2014". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 3% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the tenth fiscal year from the date of issuance, with interest only being payable the first year and with principal payable over the remaining nine (9) years in amounts estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Council will request that the Comptroller of the Treasury or the Comptroller's designee waive the requirement of periodic retirement of principal on the Notes for the first year.

The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or other electronic means or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 5. Redemption. The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the owner, and with the consent of the owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the Municipality may pay, from time to time, additional principal payments, after giving fifteen (15) calendar day's written notice to the owner of such intent to pay additional principal.

Section 6. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Recorder of the Municipality (the "City Recorder"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the

Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 7. Registration, Negotiability, and Payment. (a) The City Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal so paid.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars (\$10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

Section 8. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 10. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Notes, including the principal thereof and the interest thereon, are payable primarily from and secured by a pledge of the Net Revenues to be derived from the operation of the System, and are hereby declared to be equally and ratably secured, subject to a prior pledge of such Net Revenues to Prior Outstanding Obligations, by a pledge of such Net Revenues. In the event a deficiency in such Net Revenues, the Notes shall be payable from 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, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there is hereby pledged for such payment the Net Revenues derived from the operation of the System subject to the liens of the Prior Outstanding Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in the Net Revenues there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be

assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Council of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected shall be deposited in a debt service fund for the telecommunications system and used solely for the payment of principal and interest on the Notes as the same shall become due.

Section 14. Charges for Services Supplied by the System. While the Notes remain outstanding and unpaid, the Municipality covenants and agrees that the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable, just, and sufficient taking into account and consideration the cost and value of the System and the cost of maintaining, operating, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on, the Notes and other Prior Outstanding Obligations payable from such Revenues.

Section 15. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, and City Attorney, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 16. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par, upon such terms and conditions as shall be agreed to by the Mayor and the purchaser of such Notes.

Section 17. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Commission designated as the custodian of the funds thereof to be deposited in a special fund known as the "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2014 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Commission. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the debt service fund and used to pay principal of and interest on the Notes.

Section 18. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2014 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, 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 Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 20. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 21. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 22. Miscellaneous Acts. The Mayor, the City Recorder, and all other appropriate officials of the Municipality together with the officials of the Commission 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, specifically including but not limited to, making arbitrage certifications in connection with the purchase of the Notes, 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; or for the authorization, issuance, and delivery of the Notes.

Section 23. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 24. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 25. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 26. Severability. 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 hereof.

Section 27. Repeal of Conflicting Resolutions and Effective Date. All 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 effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 3rd day of June, 2014.

Mayor

Attest:

City Recorder

Councilmember Alvis made a motion to approve Resolution No. 12-14. Councilmember Chesney seconded the motion and upon roll call; all voted "aye".

Resolution No. 12-14

A Resolution to Enter into a Contract for Design Services on the Morristown Farmer's Market with McGill & Associates in the amount of \$21,762.

WHEREAS, the City of Morristown is a recipient of A United States Department of Agriculture Rural Business Enterprise Grant for the downtown Farmer's Market; and

WHEREAS, the City of Morristown wishes to develop the downtown Farmer's Market in the City with a shelter, restrooms and green space to optimize the property as a viable market and gathering place for community events; and

WHEREAS, the City of Morristown wishes to engage a design firm to prepare a plan for those facilities in conjunction with the existing and needed infrastructure at that location; and

WHEREAS, the City of Morristown advertised for a Request For Qualifications (RFQ) for design firms to accomplish this goal; and

WHEREAS, A selection committee was formed to review the submitted RFQs; and

WHEREAS, The selection committee chose the design firm of McGill and Associates from a number of submittals to fulfill the design segment of the Farmer's Market improvements; and

WHEREAS. On February 18, 2014 the City of Morristown, City Council approved the selection of McGill and Associates as the design consultant for the Farmers Market project.

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Morristown does hereby authorize the City Administrator to enter into contract with McGill and Associates as the design consultant for the City of Morristown Farmer's Market in the amount of \$21,762 and that this Resolution shall become effective upon its passage and approval.

Adopted during regular session of City Council this the 3rd day of June, 2014.


MAYOR

ATTEST:


CITY ADMINISTRATOR

Councilmember LeBel made a motion to approve Ordinance No. 3504 on first reading and schedule a public hearing relative to final passage of said Ordinance for June 17, 2014. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3504

An Ordinance of the City of Morristown, Tennessee Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015.

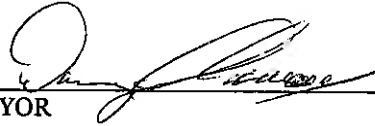
Councilmember Chesney made a motion to approve the emergency purchase of a 2015 Freightliner M2-106 Sanitation Truck in the amount of \$139,364.00 from Municipal Equipment, Inc. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to declare the following vehicles as surplus property and transfer ownership to the Hamblen County-Morristown Solid Waste System for the bid amount of \$1,500: Vehicle No. 515 1984 Ford P/U 4x4 VIN #1FTEF14YXELA16187 and Vehicle No. 580 1983 International Tandem Dump Truck VIN#1HTAF195XDHA22253. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember LeBel made a motion to declare the following vehicles and equipment as surplus property and authorize the sale of such by advertised sealed bids: Vehicle No. 53 2001 Ford Crown Vic VIN #2FALP71W61X137339, Vehicle No. 57 1990 GMC P/U VIN #1GTDC14A3KZ545753, Vehicle No. 63 1991 ¾ Ton Dodge P/U/Utility Bed VIN#1B6KE2657NS585667, Vehicle No. 64 1994 Ford Crown Vic VIN #2FALP71WXVX190621, Vehicle No. 700 1990 Dodge P/U VIN #1B7GE16Y9LS752856, Vehicle No. 821 1991 Dodge P/U VIN #1B7HE16Y4NS576516, Vehicle No. 540 2000 Gravely Pro 150 walk behind mower SS #11741, Vehicle No. 551 1972 Tarco Tagalong Leaf Machine SS #474893, Vehicle No. 562 1978 Tarco Tagalong Leaf Machine SS #PF600P427, Vehicle No. 572 2002 Gravely Pro 150 walk behind mower @@ #12840,

Vehicle No. 822 1992 Ransome's Jaguar 4000 Mower SS #319, Vehicle No. 5520 1981 Ford 6600 Tractor VIN #657355, No Vehicle No. Murray Riding Lawn Mower No SS #, No Vehicle No. Push Mower SS #41025067. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Thomas adjourned the June 3, 2014 meeting


MAYOR

ATTEST:


CITY ADMINISTRATOR