

**MARTIN BOARD OF MAYOR AND ALDERMEN**  
**May 9, 2016      5:15 PM      CITY COURTROOM**

BE IT REMEMBERED the regular meeting of the Board of Mayor and Aldermen for the City of Martin, Tennessee, was held Monday, May 9, 2016 at 5:15 pm in the City Courtroom, when the following was held to wit:

MEMBERS PRESENT:      HONORABLE RANDY BRUNDIGE, MAYOR  
                                 HONORABLE DANNEY NANNEY, ALDERMAN, WARD I  
                                 HONORABLE REX PATE, ALDERMAN WARD I  
                                 HONORABLE DAVID BELOTE, ALDERMAN WARD II  
                                 HONORABLE DAVID SUDBERRY, ALDERMAN WARD II  
                                 HONORABLE TERRY HANKINS, ALDERMAN WARD III  
                                 HONORABLE RANDY EDWARDS, ALDERMAN WARD III

ABSENT:                      NONE

Also present: Chief Don Teal, City Recorder Kelly Wilson, Fire Chief Jamie Summers, Parks and Recreation Director Brian Moore, Building Inspector Mike Brundige, Public Works Director Marty Ables, Library Director Roberta Peacock, Community Development Director Brad Thompson, and Human Resources Director Deborah Yeager. Also present were Ryan and Luann Robinson and members of the media, Steve James and Ashley Benson.

**CALL TO ORDER**

Mayor Brundige called the Monday, May 9, 2016 regular meeting of the City of Martin Board of Mayor and Aldermen to order.

**INVOCATION**

Alderman Edwards gave the invocation.

**PLEDGE OF ALLEGIANCE**

Alderman Nanney said the Pledge of Allegiance to our flag.

**APPROVAL OF MINUTES**

**April 11, 2016**

Mayor Brundige introduced and presented for consideration the minutes of the April 11, 2016 regular meeting as written and asked if there were any additions or deletions. There were none. Therefore, a motion was requested and follows:

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Alderman Hankins made the motion to approve the minutes of the April 11, 2016 regular meeting of the City of Martin Board of Mayor and Aldermen as written, seconded by Alderman Pate.

VOTE: UNANIMOUS VOICE VOTE OF APPROVAL

Mayor Brundige declared the motion approved.

## **DEPARTMENT HEAD REPORTS:**

### **POLICE DEPARTMENT**

### **CHIEF DON TEAL**

Chief Teal was present. The Police Department's monthly reports were included in the packets. A copy of the report is attached to the minutes.

Chief Teal reported that the Citizens Police Academy graduation would be this Thursday evening at 6:30 at the Parks and Recreation complex.

Chief Teal also said that the D.A.R.E. graduation would be next Wednesday morning at the Martin Middle School.

Mayor Brundige asked the board members if they had any questions for Chief Teal; there were none.

### **LIBRARY**

### **DIRECTOR ROBERTA PEACOCK**

Director Peacock was present. The Library's monthly activity report was included in the packets. A copy of the report is attached to the minutes.

Director Peacock reported that the library would be hosting a fundraiser to kick off the summer reading program.

Director Peacock added that there would be a book sale held in the library conference room June 6<sup>th</sup> through the 9<sup>th</sup>. Director Peacock said that the books would be new, not used, and the reading selection would be from young children to adults.

Mayor Brundige asked if anyone had any questions for Director Peacock; there were none.

**COMMUNITY DEVELOPMENT**

**DIRECTOR BRAD THOMPSON**

Director Thompson was present. The Community Development's monthly report was included in the packets. A copy of the report is attached to the minutes.

Director Thompson said that the MBA Lunch and Learn was tomorrow and invited everyone to attend to eat lunch and learn about human resources for your business.

Elizabeth Pritchett from Center Point Business Solutions was the featured speaker at Lunch and Learn.

Director Thompson announced every Friday in June will start the "Music in the Park" series.

Mayor Brundige asked if anyone had any questions for Director Thompson; there were none.

**FIRE DEPARTMENT**

**CHIEF JAMIE SUMMERS**

Chief Summers was present. The Fire Department's monthly report was included in the packets. A copy of the report is attached to the minutes.

Alderman Hankins asked Chief Summers how many calls the fire department made this past month.

Chief Summers responded that they made about 140 calls during April.

Alderman Nanney asked Chief Summers when he expected the new fire truck would arrive.

Chief Summers said they should be getting the new fire truck the first part of August.

Mayor Brundige asked if anyone else had more questions for Chief Summers; there were none.

**PUBLIC WORKS**

**DIRECTOR MARTY ABLES**

Director Ables was present. The Public Works monthly reports were included in the packets. A copy of the report is attached to the minutes.

Mayor Brundige asked if any board member had any questions for Director Ables; there were none.

**PARKS AND RECREATION**

**DIRECTOR BRIAN MOORE**

Director Moore was present. The Parks and Recreation's monthly report was included in the packets. A copy of this report is attached to the minutes.

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Director Moore said they had their first Family Fun night this past Saturday and reported they had a good turnout of people even though there were other activities going on in the county.

Mayor Brundige asked if anyone had any questions for Director Moore; there were none.

## **HUMAN RESOURCES**

## **DIRECTOR DEBBIE YEAGER**

Director Yeager was present.

Director Yeager wanted to remind the board members that the first insurance committee meeting would be this coming Thursday, May 12<sup>th</sup> at 9 o'clock in the morning.

Director Yeager also said that the insurance proposals are to be submitted by 10 am Monday, May 16<sup>th</sup>.

Director Yeager confirmed that two other agencies, Cary Insurance and Weststan Insurance, were sending proposals in addition to the city's current agency provider, Rawls Insurance.

Mayor Brundige asked Director Yeager if she was sure that all three agencies would submit proposals.

Director Yeager replied that she felt confident that all three agencies would present proposals and said that she had been working with the agents since the beginning of last month.

Mayor Brundige asked if anyone had any questions for Director Yeager; there were none.

## **ADMINISTRATION**

## **CITY RECORDER KELLY WILSON**

Recorder Wilson was present.

Mayor Brundige asked if any of the board members had any questions for Recorder Wilson; there were none.

## **BUILDING DEPARTMENT**

## **INSPECTOR MIKE BRUNDIGE**

Official Brundige was present.

Mayor Brundige asked if any board member had any questions for Inspector Brundige; there were none.

**OLD BUSINESS:**

There was none.

**NEW BUSINESS:**

**INTRODUCTION AND READING OF R2016-03: RESOLUTION OF THE CITY OF MARTIN, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING FIRE DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2016, IN AN AMOUNT NOT TO EXCEED \$511,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES.**

Recorder Wilson read Resolution R2016-03 as follows:

**RESOLUTION R2016-03**

**RESOLUTION OF THE CITY OF MARTIN, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING FIRE DEPARTMENT CAPITAL OUTLAY NOTES, SERIES 2016, IN AN AMOUNT NOT TO EXCEED \$511,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES**

**WHEREAS**, the Board of Mayor and Aldermen (the "Board"), of the City of Martin, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of a fire truck for the Fire Department of the City and related equipment, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, planning, and engineering costs incident thereto (the "Project");

**WHEREAS**, the Municipality estimates that the economic life of the Project exceeds twelve (12) 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 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 the Office of State and Local Finance:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Martin, Tennessee, as follows:

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. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$511,000, 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 3. Terms of the Notes. The Notes shall be designated "Fire Department Capital Outlay Notes, Series 2016". 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"), and shall mature not later than the end of the twelfth fiscal year following the fiscal year in which the notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. 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, 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 4. Redemption. The Notes 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 registered owner, and with the consent of the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days' written notice to the registered owner.

Section 5. 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 6. 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.

(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 7. 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 8. 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 9. 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 10. 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 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied 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 irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, 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, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest 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. Such taxes levied and collected therefor shall be deposited in the general debt service fund of the Municipality (the "Note Fund"), which is hereby authorized to be created, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of Office 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 the Office of State and Local Finance, as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, City Attorney, and Bond Counsel 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 the Office of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. 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 and accrued interest.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Fire Department Capital Outlay Notes, Series 2016 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. 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 Note Fund.

Section 16. 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 Internal Revenue Code of 1986, as amended (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 17. 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 2016 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. 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 19. 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 20. Miscellaneous Acts. The Mayor, the City Recorder, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications in connection with the issuance 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 21. 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 22. 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 23. 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 24. 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 25. 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 9th day of May, 2016.

Mayor Brundige requested for a motion to be made to adopt said resolution. Alderman Sudberry made motion to adopt Resolution 2016-03; seconded by Alderman Nanney.

Mayor Brundige asked for any further discussion from the board members.

Alderman Pate inquired if this note was a twelve year note.

Mayor Brundige said that was correct and added the interest rate would be 2.93 percent.

Mayor Brundige asked if there was any more discussion from the Board. There was none, therefore a roll call vote was requested.

FOR:           HONORABLE NANNEY  
                  HONORABLE PATE  
                  HONORABLE BELOTE  
                  HONORABLE SUDBERRY  
                  HONORABLE HANKINS  
                  HONORABLE EDWARDS  
AGAINST:      NONE

Mayor Brundige declared the motion approved.

**INTRODUCTION AND READING OF R2016-04: A RESOLUTION OF THE CITY OF MARTIN, TENNESSEE, APPROVING ENGAGING COUNSEL FOR USDA LOAN.**

Recorder Wilson read Resolution R2016-04 as follows:

**RESOLUTION R2016-04**

**A RESOLUTION OF THE CITY OF MARTIN, TENNESSEE, APPROVING ENGAGING COUNSEL FOR USDA LOAN**

WHEREAS, THE Board of Mayor and Alderman of the City of Martin desires to engage Bradley Arant Boulton Cummings, LLP as counsel to represent the City in its consideration,

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Negotiation and documentation of a potential USDA loan for a library and police department Projects (the "Loan").

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Alderman of the City of Martin, as follows:

1. That Bradley Arant Boult Cummings, LLP be engaged as counsel to the City in Connection with the proposed Loan at a ten percent (10%) discount off of their normal Hourly rates; and
2. The Mayor, the City Recorder and all departments and agencies of the City of Martin, Tennessee, are hereby authorized and directed to take such further actions as are deemed necessary or advisable to carry out the intent and purposes of this Resolution.

Adopted this 9<sup>th</sup> day of May, 2016

Mayor Brundige requested for a motion to be made to adopt said resolution. Alderman Nanney made motion to adopt Resolution 2016-04; seconded by Alderman Sudberry.

Mayor Brundige asked if anyone had any further discussion.

Alderman Pate inquired if this loan was for 40 years.

Mayor Brundige replied that this resolution was just to hire bond counsel and not the loan itself and explained that they would use the legal counsel for loan negotiations.

Alderman Nanney asked where the lawyer was located.

Mayor Brundige said that the lawyer was in Nashville and his name was Tom Trent and also said that the city had used Mr. Trent several times and he did good work.

Alderman Pate wanted clarification that all they were voting on was to hire bond counsel.

Mayor Brundige confirmed that was correct and added that you had to have bond counsel in order to communicate with USDA.

Mayor Brundige asked if there was any more discussion from the Board. There was none, therefore a roll call vote was requested.

FOR: HONORABLE NANNEY  
HONORABLE PATE  
HONORABLE BELOTE  
HONORABLE SUDBERRY  
HONORABLE HANKINS  
HONORABLE EDWARDS  
AGAINST: NONE

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Mayor Brundige declared the motion approved.

:

**SELECTION OF ALEXANDER THOMPSON ARNOLD, PLLC TO PERFORM THE CITY'S AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2016.**

Mayor Brundige asked for a motion to use Alexander Thompson Arnold to perform the City's audit for the fiscal year ending June 30, 2016.

Alderman Sudberry made the motion to use Alexander Thompson Arnold to perform the City's audit for the fiscal year ending June 30, 2016; seconded by Alderman Belote.

Mayor Brundige asked if there was any more discussion from the Board. There was none, therefore a roll call vote was requested.

FOR:           HONORABLE NANNEY  
                  HONORABLE PATE  
                  HONORABLE BELOTE  
                  HONORABLE SUDBERRY  
                  HONORABLE HANKINS  
                  HONORABLE EDWARDS  
AGAINST:      NONE

Mayor Brundige declared the motion approved.

**CALL FOR CITY ELECTION: TUESDAY, NOVEMBER 8, 2016.**

Mayor Brundige asked for a motion to call for city election for Tuesday, November 8, 2016.

Alderman Hankins made motion to call for city election for Tuesday, November 8, 2016; seconded by Alderman Edwards.

Mayor Brundige asked for any further discussion from the Board. There was none.

VOTE:           UNANIMOUS VOICE VOTE OF APPROVAL

**RESTORATION OF CABOOSE AND BUILDING OF AWNING FOR \$25,000.**

Mayor Brundige asked for a motion to be made to restore the caboose and building of awning for \$25,000.

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Alderman Belote made a motion to restore the caboose and building of awning for \$25,000; seconded by Alderman Sudberry.

Mayor Brundige asked Ryan Robinson if the \$25,000 did indeed include the cost of the awning.

Mr. Robinson confirmed that was correct.

Mayor Brundige explained that the awning would be a wooden structure and sturdy.

Alderman Sudberry asked if the awning would be aesthetic.

Mayor Brundige responded that they would make the structure as aesthetic as possible.

Mayor Brundige asked for any further questions or discussion. There were none; therefore a roll call vote was requested.

FOR:	HONORABLE NANNEY HONORABLE PATE HONORABLE BELOTE HONORABLE SUDBERRY HONORABLE HANKINS HONORABLE EDWARDS
AGAINST:	NONE

Mayor Brundige declared the motion approved.

## **DISCUSS HEALTH INSURANCE.**

Mayor Brundige announced that the City's health insurance renewal is coming up and they already have one bid in from current provider.

Mayor Brundige indicated that the premium cost would rise about 9 percent, which he said was favorable.

Mayor Brundige also said the health insurance program is changing from 12/12 to 24/12.

According to Mayor Brundige the premium rate increase would normally be 18 percent and the City is getting 9 percent increase.

Mayor Brundige said that the insurance company gave them to the 10<sup>th</sup> of this month to renew but indicated that we had an extension until the 18<sup>th</sup> of this month.

Mayor Brundige went on to say that on May 16<sup>th</sup> there would be an insurance meeting to review other proposals and asked the Board if he had their permission to enter into a contract on that date if the proposals were not as competitive as the current bid.

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Mayor Brundige then said that after entering into contract, this matter would come before the Board in June.

Alderman Nanney asked if we were going to “lock in” with our current carrier.

Mayor Brundige replied that yes we would renew with our current carrier if the other proposals could not beat their bid.

Alderman Hankins asked if the meeting Thursday was to look at the other proposals.

Director Yeager responded that the purpose of the meeting Thursday was to look at the overall different plans and that next Monday was when they would have the proposals.

Alderman Nanney asked Director Yeager what the current premiums were.

Director Yeager replied that there was one premium for single employees and a rate for family coverage.

Director Yeager reported that the current premium for single is \$177.16 and \$299.83 for family but that there was an 80/20 split with the city paying 80 percent of premium.

Alderman Pate asked if this past year has been a good year.

Mayor Brundige replied that it had been a good year.

Alderman Pate wanted clarification that the Mayor wanted permission of the Board to enter into a contract with the current carrier if the other proposals were not competitive.

Mayor Brundige said that was correct and would bring to the Board in June to formally vote.

Alderman Pate made the motion that the Board give Mayor Brundige permission to enter a contract with the current carrier if no other carrier had a better bid; seconded by Alderman Nanney.

Mayor Brundige asked if anyone had any further discussion on the matter.

Alderman Edwards wanted to know if the other carriers were also quoting rates for 24 months.

Mayor Brundige said that was correct and clarified that the rate is 24/12 but that the rate is not for 24 months.

Mayor Brundige explained that the policy’s duration is for 24 months run out but the rate proposed is locked in for 12 months.

Alderman Edwards asked that the rate increase of 9 percent would be in effect for the next 12 months.

Minutes: City of Martin Board of Mayor & Aldermen, May 9, 2016

Mayor Brundige stated that was correct.

Mayor Brundige asked if there was any further discussion; there was none.

VOTE: UNANIMOUS VOICE VOTE OF APPROVAL

### **ANY OTHER BUSINESS**

None

### **DATE FOR NEXT CITY BOARD MEETING**

Mayor Brundige announced - Informal City Board will meet June 7, 2016 and regular City Board meeting is scheduled for Thursday, June 9, 2016 at 5:15 pm in the city courtroom.

### **ADJOURN**

Alderman Nanney made the motion to adjourn, seconded by Alderman Pate.

VOTE: UNANIMOUS VOICE VOTE OF APPROVAL

ATTEST:

SIGNED:

---

Kelly Wilson,  
City Recorder

---

Randy Brundige,  
Mayor

RB: KW