

# **City Council Regular Meeting Agenda**

March 03, 2025 at 5:00 PM Jefferson City Municipal Building

1. Call to Order

Opening Prayer

Pledge of Allegiance

- 2. Roll Call
- 3. Approval of Minutes from Previous Meetings
  - a. Minutes of February 3, 2025, Meeting
- 4. Citizen Comments (Citizens should state their name, address, and limit comments to five minutes.)
- 5. Communications from the Mayor
- 6. Reports from Committees, Council Members, and other Officers
  - a. Fire Department Monthly Report. Consider a report from Lee Turner, Fire Chief, concerning a summary of the department's activity for February 2025.
  - **b. Parks and Recreation Monthly Report.** Consider a report from Kevin Bolden, Parks & Recreation Director, concerning a summary of the department's activity of February 2025.
  - **<u>c.</u> Police Department/City Court Monthly Report.** Consider a report from Andy Dossett, Police Chief, concerning a summary of the department's activity for February 2025.
  - <u>d.</u> **Public Works Monthly Report.** Consider a report from Porter Massengill, Public Works Director, concerning a summary of the department's activity for January 2025.
  - e. City Manager Monthly Report. Consider a report from James Gallup, City Manager, concerning a summary of his activity for February 2025.
- 7. Appointments
- 8. Acceptance of Bids/Professional Services/Leases/Grants
  - a. Authorize purchase of Replacement Police Vehicle
  - **b.** Authorize proposals from McGill Associates for Site and Easement Surveys for TDEC ARPA SWIG Project
  - c. Authorize Paving of Basketball Court at Roy Harmon Park

#### 9. Old Business

#### 10. New Business

- a. Approve Resolution 2025-04 Declaring Certain Police Vehicles as Surplus Property and Authorizing the Sale of such Vehicles
- **b. Approve** Resolution 2025-05 Authorizing a study on TCRS Hazardous Duty Supplemental Retirement Benefit
- <u>c.</u> Approve Resolution 2025-06 Authorizing the Issuance of not to exceed Seven Million Three Hundred Thousand and no/100 Dollars (\$7,300,000) General Obligation Bonds of the City of Jefferson City, Tennessee
- **d. Approve** Resolution 2025-07 Authorizing the Issuance of General Obligation Bonds of the City of Jefferson City, Tennessee in the Aggregate Principal Amount of not to exceed \$7,300,000 in one more series; Making Provisions for the Issuance, Sale and Payment of said Bonds; establishing the Terms thereof and the Disposition of Proceeds therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, premium, if any, and interest on the Bonds.
- e. Approve Resolution 2025-08 Authorizing the City of Jefferson City to Participate in the Public Entity Partners' Property Conservation Matching Grant Program
- <u>f.</u> Approve Resolution 2025-09 Authorizing the Community Fundraising for the Installation, Operation, and Maintenance of a Safe Haven Baby Box at the Jefferson City Fire Station
- 11. Adjourn

#### Minutes of Regular Meeting February 3, 2025

The City Council of Jefferson City, Tennessee, met in regular session on Monday, February 3, 2025, at 5:00 p.m., at City Hall, 112 City Center Drive, Jefferson City, with Mayor Mitch Cain presiding.

The opening prayer and Pledge of Allegiance was led by Mayor Cain.

Roll Call by the City Recorder was as follows:

Mayor Cain	Present
Vice Mayor Bunch	Present
Councilwoman Combs	Present
Councilman Melton	Present
Councilwoman Purkey	Present

Also present were James Gallup, City Manager; Robert Burts, City Attorney; and Bettina Chandler, City Recorder.

Upon motion of Councilman Melton, seconded by Vice Mayor Bunch, the City Council minutes of January 6, 2025, were unanimously approved as written.

Upon request from Mayor Cain for citizen comments, there were none.

In communications from the mayor, he announced the following: the city's calendar year ended with a strong improvement in sales tax, and he received the certification letter stating Jefferson City has been recognized as a tree city for 2025 and this will be celebrated in April.

The following reports were presented to the City Council: Building/Codes/Planning Department Monthly Report, Fire Department Monthly Report, Parks and Recreation Monthly Report, Police Department Monthly Report, Public Works/Utilities Monthly Report, and the City Manager's Monthly Report. James Gallup, City Manager, announced the following: he submitted the FY 2025 BUILD Grant application (formerly known as RAISE Grant); mobilization for the Chucky Pike Signalization Project started today with an estimated completion date of August 31; LAMPTO will meet February 12 to discuss amendments to the Transportation Improvements Plan (TIP); Jefferson City administration offices will be closed February 17 in observance of President's Day; City Council Strategic Budget Planning Summit is scheduled for February 26 at 8:30 a.m. in the City Hall Council Chambers; the Chamber of Commerce Annual Banquet will be February 27 at Carson Newman University; the groundbreaking ceremony for Anderson-Dubose will be March 6, with RSVP's due by February 21; Jefferson City Public Library's February calendar and newsletter are in council's packets; and the Senior Citizen's February calendar is in council's packets. Page 2 Minutes of Regular Meeting February 3, 2025

Upon motion of Councilman Melton, seconded by Councilwoman Purkey, the purchase of a replacement fence for the Morgan Wallen Little League Field at Roy Harmon Park from E & M Fencing in the amount of \$32,000.00, was unanimously approved.

Upon motion of Councilman Melton, seconded by Vice Mayor Bunch, the purchase of upgraded Property Tax and Fixed Asset Software for the Finance Department from Local Government Corporation in the amount of \$6,772.80, and an annual use and remote software support fee of \$11,152.00, was unanimously approved.

Upon motion of Councilwoman Combs, seconded by Councilman Melton, the change in Agent of Record for Employee Group Health Benefits Plan from Cate Agency to Mark III Employee Benefits, was unanimously approved.

Upon motion of Councilwoman Purkey, seconded by Councilwoman Combs, the bid from McSpadden, Inc. in the amount of \$5,202,800.00 for the Fire Substation Project, was unanimously approved.

Upon motion of Vice Mayor Bunch, seconded by Councilman Melton, Ordinance 2025-01, an ordinance amending the operating budget for the Fiscal Year 2024-25, was unanimously adopted on second reading.

The meeting was adjourned at 5:12 p.m.

Mitch Cain, Mayor



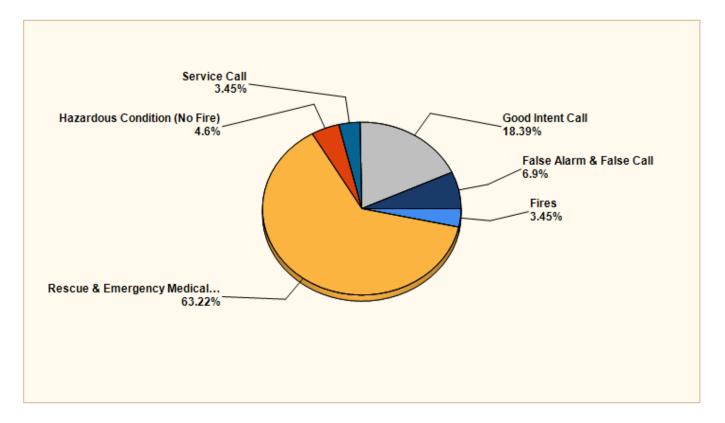
# JEFFERSON CITY FIRE DEPARTMEN'T

104 City Center Drive • Jefferson City, TN 37760 Telephone • 865-475-3616 Fax • 865-471-7099

Office of the Fire Chief Monthly Department Activity Summary

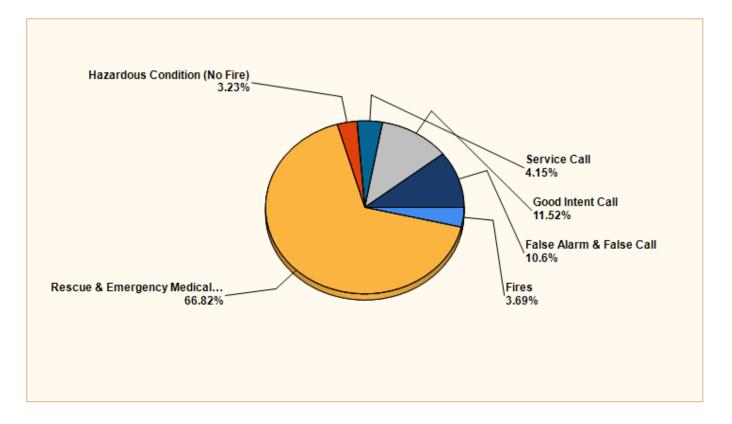
February 2025

#### **Operations**



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	3.45%
Rescue & Emergency Medical Service	55	63.22%
Hazardous Condition (No Fire)	4	4.6%
Service Call	3	3.45%
Good Intent Call	16	18.39%
False Alarm & False Call	6	6.9%
TOTAL	87	100%

#### Calls (Year to Date)



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	3.69%
Rescue & Emergency Medical Service	145	66.82%
Hazardous Condition (No Fire)	7	3.23%
Service Call	9	4.15%
Good Intent Call	25	11.52%
False Alarm & False Call	23	10.6%
TOTAL	217	100%

#### **Overlapping Incidents**

9 (10%)

20

2

2

4

1

#### Fire Prevention/Public Education

Company Inspections/Pre-Planning Visits Station Tours/Visits Public Education Deliveries/Classes Smoke Alarms Installed Child Car Seats Installed

#### Average Monthly Response Time:

#### Other Items of Interest:

The Fire Department hosted a Lithium Battery Technician Fire Class on 2/1/2025. The class was attended by over 80 students from all over East Tennessee.

Chief Turner attended the Quarterly Tennessee Fire Chief's Meeting in Jackson, Tennessee.

The Tennessee Fire and Codes Enforcement Academy (TFACA) provided an 8-hour Fire Inspector t the Fire Department's inspectors on 2/12/2025.

The Department hosted a new firefighter testing event where candidates completed the physical agility test, a written test and oral interview for open positions currently in the Department.

Firefighters Cory Solomon and Eli Blazer completed the TEMA Intermediate Incident Command Systems (ICS 300) class in February.

Jefferson City Firefighters completed the Childseat Installation Technician recertification course in February.

The Fire Department submitted a Grant for rescue equipment (\$24,000) to the State Fire Marshal's Office in February.

Chief Turner attended the Aggressive Fire Command course in Johnson City on 2/24-25/2025.

All career firefighters completed the Advanced Stroke Life Support course provided by UT Hospital on 2/28/2024.

# Parks and Recreation Monthly Report February 2025

#### Weekly Attendance

Sat. February 1 <sup>st</sup> - Fri. February 7 <sup>th</sup>	1003
Sat. February 8 <sup>th</sup> - Fri. February 14 <sup>th</sup>	1045
Sat. February 15 <sup>th</sup> - Fri. February 21 <sup>st</sup>	875
Sat. February 22 <sup>nd</sup> - Fri. February 28 <sup>th</sup>	928

Monthly staff meeting with maintenance and front desk staff.

Lifeguarding and swimming lessons are now being offered all year round.

I attended weekly department head team meetings.

Our Basketball League wrapped up play last Saturday.

The new indoor pool door has been installed.

The new front doors have been installed at the Center.

The removal of the old fence at Roy Harmon Park has been completed.

New black poles have been installed, and new fencing will start this week.

The new software system for the Center and all our Parks has been successfully installed.

The dirt and sand for leveling the infield at Roy Harmon Park will be starting next week.

The Breast Cancer Survivor water aerobics class will start the first week of March.



# Jefferson City Police Department Monthly Council Report 2025 February



Training		
Officer	Training	Hours
Cpl. Henderson	Drug related death investigations	40
Capt. Mitchem / Sgt. Hager	ICS 300	16
Cpl Hill / Cpl Dean	ICS 300	16

Total Incidents	75	Incident Activity	
Incidents Cleared	19	8	
Incidents Open	1	7	5. k
Pending Approval	8	,	February 2025
		6	
Total Parties	226	5	
Total Arrests	39	5	
Total Juveniles	25	4	
Complainants	21		
Victims	75	2	
Suspects	61		
Unsubs	13		
Witnesses	11		
Other Parties	42	RAL DRS DRS DRS DRS DLS DLS DLS DLS DLS DRS DRS DRS DRS	0227

Alphabetical:				
All Other Offenses	16			
Assault Offenses - Aggravated Assault	1			
Assault Offenses - Simple Assault	10			
Burglary/Breaking and Entering	2			
Destruction/Damage/Vandalism of Property	3			
Disorderly Conduct	1			
Driving Under the Influence	3			
Drug Narcotic Offenses - Drug Equipment Violations	9			
Drug Narcotic Offenses - Drug/Narcotic Violations	11			
Drunkenness	1			
Fraud Offenses - Credit Card/Automatic Teller Machine Fraud	1			
Fraud Offenses - False Pretenses/Swindle/Confidence Game/Flimflam/Scam	2			
Identity Theft	1			
Incident	3			
Larceny/Theft Offenses - All Other Larceny	2			
Larceny/Theft Offenses - Shoplifting	9			
Larceny/Theft Offenses - Theft From Building	1			
Larceny/Theft Offenses - Theft From Motor Vehicle	1			
Stalking	2			
Warrant Service Other Agency	3			
Weapon Law Violations	1			

Most Active:	
All Other Offenses	16
Drug Narcotic Offenses - Drug/Narcotic Violations	11
Assault Offenses - Simple Assault	10
Larceny/Theft Offenses - Shoplifting	9
Drug Narcotic Offenses - Drug Equipment Violations	9
Driving Under the Influence	3
Destruction/Damage/Vandalism of Property	3
Warrant Service Other Agency	3
Incident	3
Stalking	2
Fraud Offenses - False Pretenses/Swindle/Confidence Game/Flimflam/Scam	2
Burglary/Breaking and Entering	2
Larceny/Theft Offenses - All Other Larceny	2
Drunkenness	1
Identity Theft	1
Larceny/Theft Offenses - Theft From Building	1
Larceny/Theft Offenses - Theft From Motor Vehicle	1
Fraud Offenses - Credit Card/Automatic Teller Machine Fraud	1
Disorderly Conduct	1
Weapon Law Violations	
Assault Offenses - Aggravated Assault	9

#### **Community Relations/Outreach/Meetings**

Officer	Event/Project/Meeting	Hours
Sgt. Hager/Cpl Dean	Cub scout demonstration	2
D/Sgt Stallings	PD tour	.5

#### **Municipal Court Report (January 2025)**

Citations Heard	99	Docket Count	146	Fines & Costs Imposed	13255.50
Fines & Costs Collected	19263.66	Fines & Costs Referred	5873.50	Referred to State- Fail to Appear	75
Guilty	26	Not Guilty	7	Charges Dismissed	16
Referred to Driving School	19				

#### Patrol Division Activity (January 2025)

911 Calls for Service	Vehicle Crash	Arrests- Misdemeanor	Arrests- Felony	Reports	Citations
848	35	49	11	75	181
Miles Patrolled	Property Checks	Drug Viol	Car Stops	Driving Under the Influence	Hands Free/Mobile Device Violations
20977	9648	31	280	5	5

#### **Employee Recognition/Updates**

➤ Vacancies: 1

➢ <u>3<sup>rd</sup> TLEA Re-accreditation award February 6 at the TACP meeting</u>

#### Major Projects Status

- Wastewater Plant Improvement Project New process is online, and Phase II is complete, awaiting closeout.
- CDBG funded sewer line replace/rehab in Spring 2024. Awaiting closeout.
- Old AJ repaying in Design phase, plans submitted to TDOT.
- SCADA complete.
- Black Oak Fire Protection Project Construction by City Crews is scheduled for Spring of 2025.
- COVID- Employees are following CDC and Health Department guidelines.

#### Task – January 2024

#### Water & Sewer

Water Taps: 10 Sewer Taps: 10 Water Treated: 154.31 million gallons Water leaks: 20 Wastewater Treated: 25.24 million gallons. Wastewater effluent violation: 0 Overflow: 0

#### **Streets & Sanitation**

Brush Hauled – 16 loads. Junk Hauled – 32 loads. Recycle Hauled – 31.50 tons.



# March 03, 2025

#### Activities:

- Met with representatives of Mark III Benefits regarding upcoming open enrollment
- Attended Beautification/Tree Board meeting regarding upcoming projects
- Hosted joint LAMTPO Executive Board and Technical Advisory Board meeting
- Met with McGill Associates for updates on capital projects
- Meeting with producer of WBIR Channel 10
- Interviewed by Standard Banner reporter regarding upcoming budget planning retreat
- Attended a community leader meeting at Carson-Newman hosted by Dr. Fowler
- Attended monthly Planning Commission/Board of Zoning Appeals meeting
- Attended annual Jefferson County Chamber of Commerce Banquet
- Met with County Tourism, Mayor's Office, and Mossy Creek Foundation regarding partnership for grant opportunities in Jefferson City

#### Announcements/Events:

- March 6<sup>th</sup> – Groundbreaking Ceremony for Anderson-Dubose, on-site at 9AM.

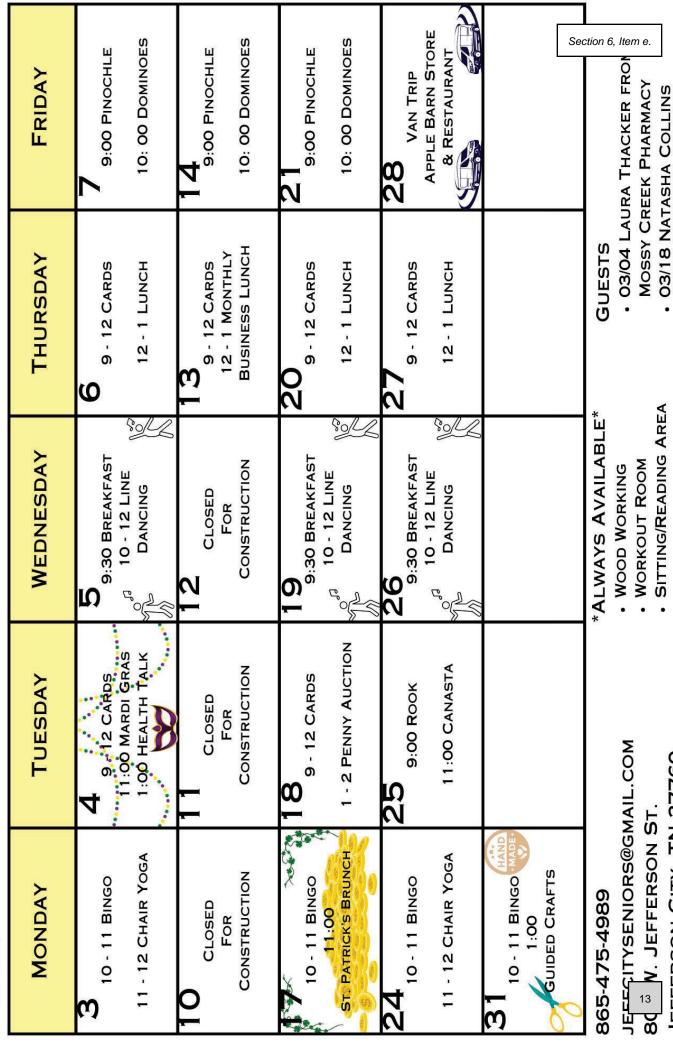
#### Attachments:

- Jefferson City Public Library March Calendar and Newsletter
- Jefferson City Senior Citizens Center March Calendar



# JEFFERSON CITY SENIOR CENTER

# MARCH 2025



**PUZZLE TABLE** 

JEFFERSON CITY, TN 37760

1     1     1       2     10:30 am- 4, mc     10:30 am- 4, mc     10:30 am- 4, mc       4     10:30 am- 4, mc     10:30 am- 4, mc     10:30 am- 4, mc       4     10:30 am- 4, mc     10:30 am- 4, mc     10:30 am- 4, mc       4     10:30 am- 4, mc     10:30 am- 4, mc     10:30 am- 4, mc       1     1     10:30 am- 4, mc     10:30 am- 4, mc       1     1     1.5     Family Moure Night       1     10:30 am- 4, mc     1.4, am- 5 cribble Society     1.4, am- 5 cribble Society       1     10:30 am- 4, mc     1.4, am- 5 cribble Society     1.4, am- 5 cribble Society       1     10:30 am- 4, mc     1.4, am- 5 cribble Society     1.4, am- 5 cribble Society       1     10:30 am- 4, mc     2.0     2.1       1     10:30 am- 4, am- 4, dmr     2.1     2.2       2     2.30 pm- 4, mc     2.30 pm- 5 cribble Society     2.30 pm- 5 cribble Society       1     2.2     2.30 pm- 4, am- 4, am- 5 cribble Society     2.30 pm- 5 cribble Society       1     2.30 pm- 4, pm- 4, pm- 5 cribble Society     2.30 pm- 5 cribble Society       1     2.30 pm- 4, pm- 4, pm- 4, pm-     2.30 pm- 5 cribble Society       1     2.30 pm- 5 cribble Society     2.30 pm- 5 cribble Society	NOM
5       10:30 -am       7       8       March       4, 10:30 - 3         Sroykime Gol       10:30 am-       10:30 am-       3:30 pm-       5:00 dT ruck Tuescda         4 pm-       Waterrolior Club       Waterrolior Club       13       0:30 am-       3:30 pm-         Naterrolior Club       12 10:30 -am       13       0:30 am-       3:30 pm-       3:30 pm-         12 10:30 -am       12 10:30 am-       13       0:30 am-       14       15       Farnily Movie Night         Naterrolior Club       13       10:30 am-       14       15       Farnily Movie Night         Vaterrolior Club       13       10:30 am-       20       21       22         Naterrolior Club       21       22       23       23       23         130:30 -am       10:30 am-       23       23       23       23         Vaterrolior Club       Vaterrolior Club       23       23       23       23         10:30 -am       10:30 am-       4 pm-       23       23       23         Vaterrolior Club       Vaterrolior Club       23       23       23       23         10:30 -am-       10:30 am-       23       23       26       26       26 </th <th></th>	
12       10:30 -am       13       14       15       Family Movie Night         Sorydime Go       Little Listeners       3:330 pm -       5:330 pm -       5:330 pm -         A pm -       Waterrolor Club       Water 14, 4 pm -       March 14, 4 pm -       10:30 -am         Vaterrolor Club       20       21       22       23:30 pm -         19       10:30 -am       21       22       23:30 pm -         Katerrolor Club       Little Listeners       3:30 pm -       22       23:0 pm -         Materrolor Club       Liggo Builders       23       23       23         Vaterrolor Club       27       28       23       29         Vaterrolor Club       10:30 -am       10:30 am -       23       29         Materrolor Club       26       27       28       23       29         Materrolor Club       10:30 am -       5:30 pm -       5:30 pm -       5:30 pm -       5:30 pm -         Materrolor Club       10:30 am -       28       28       28       29       29         Materrolor Club       10:30 am -       5:30 pm -       5:30 pm -       5:30 pm -       5:30 pm -         Materrolor Club       10:30 am -       5:30 pm -       5:30 pm - </th <th>3 March 3, 6 pm - 4 Fest of Nations Hi Information 4 pm - Teen Ac Craft Night</th>	3 March 3, 6 pm - 4 Fest of Nations Hi Information 4 pm - Teen Ac Craft Night
191920211910:30 am2010:30 am2110:30 amLittle Listeners3:30 pm3:30 pm4 pm4 pmScribble Society252510:30 am2728230 pm10:30 am10:30 am230 pm2910:30 am10:30 am262910:30 am10:30 am282910:30 am10:30 am262910:30 am10:30 am282910:30 am10:30 am282910:4 pm10:10 society282910:4 pm10:50 am262910:4 pm10:10 society2910:4 pm10:10 society2010:4 pm10:10 society20 <td><b>10</b> 2 pm - Wayne Zurl, Local Author 4 pm - Teen Mystery Night</td>	<b>10</b> 2 pm - Wayne Zurl, Local Author 4 pm - Teen Mystery Night
26     10:30 -am       10:30 -am     10:30 am -       Storytime Go     10:30 am -       4 pm -     Scribble Società       Watercolor Club     Matercolor Club	17 18 Hon 4 p
	24 4 pm - 10 Teen Chill Might Hom Art Bohanan 31

ALL MARKER OF OVER



Mon - Fri: 9:00 AM - 6:00 PM Sat.: 9:00 AM - 2 PM Sun: Closed	Each learning topic and activity will be planned on a weekly basis and advertised on our social media pages! Feel free to give us a call at 865-475-9094 or contact Jason via email at jray@jcpls.org for more information or any questions that you might have!	Homeschool Academy Tuesdays at 10:30am Join us for various topics geared toward enriching your child's learning goals and activities. For homeschoolers ages 5-10!	<ul> <li>Watercolor Club: Wednesdays at 4:00pm No talent required! Bring your own supplies and get creative!</li> <li>Yoga: Fridays at 9:00am Bring your own mat! Beginner friendly!</li> </ul>	Adult Mixed Media Arts & Crafts: 03/18 at 4:00pm Join us in making a Christmas Card memory book! Please bring your own cards and preregistration is required!	Section 6, Item e. Section 6, Item e. Adult Book Social: 03/04 at 4:30pm Come to talk about your latest reads! Make friends, have snacks, and enjoy the company of other readers!
108 City Center Drive Jefferson City, TN 37760	Teen Mystery Night: 03/10 at 4:00Join us to solve a mystery!Teen Chill Night: 03/24 at 4:00pmCome chill at the library! We will do relaxing activities, destress, and make new friends!	Teen Craft Night: 03/03 at 4:00pm         Join us for a teen craft! We're making         bead and string art!	Lego Builders: 03/20 at 4:00pm Bring your imagination and we'll bring the Legos!	t 10:30am oddlers to e	<b>Storytime, Go:</b> Wednesdays at 10:30am Join us for stories, songs, and crafts designed to promote children's early literacy skills. Geared towards children 3-5



**POLICE DEPARTMENT** 

# AGENDA ITEM REPORT

TO: City Council

FROM: Andy Dossett, Chief of Police

DATE: February 12, 2025

SUBJECT: Replacement of Crashed Patrol Vehicle

#### BACKGROUND:

- Sgt. Ben Hammer was involved in an on-duty crash that completely destroyed his department issued 2023 Ford PIU patrol unit on 02/03/2025.
- Impact: The Department is currently relying on an older spare unit to fill the gap.

#### FISCAL IMPACT:

- Budget: utilize settlement award and funding from other sources
- Cost: \$42,500 to replace the destroyed unit with a new patrol SUV

#### **REQUEST/RECOMMENDATION:**

I request this vehicle be replaced with a new 2025 Dodge Durango Pursuit patrol SUV. My recommendation is to waive the bid process and purchase from the state-wide contract holder Carville Dodge (Blue Sky Automotive, Inc.) in Greeneville, TN. I request to utilize the insurance settlement and the proceeds from the sale of the decommissioned Ford PIU's (if needed) to fund this purchase. Although I haven't received the actual settlement amount, I do suspect it will cover the majority of the replacement vehicle cost.

#### ATTACHMENTS:

Carville Dodge quote

Blue Sky Automotive, Inc. SWC 209 award contract# 84865





QUOTE: JEFFERSON CITY, TN

Date: 02/11/2025

#### 1 - 2025 BLACK DODGE DURANGO PURSUIT V8 AWD - \$42,500.00 EACH

Vehicle:

#### 2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD
Package:	22Z	Customer Preferred Package 22Z
	EZH	5.7L V8 HEMI MDS VVT Engine
	DFD	8-Spd Auto 8HP70 Trans (Buy)
Paint/Seat/Trim:	PXJ	DB Black Clear Coat
	APA	Monotone Paint
	*A7	Cloth Bucket Seats W/Rear Vinyl
	-X9	Black
Options:	ADL	Skid Plate Group
	LNF	Black Left LED Spot Lamp
	NAS	50 State Emissions
	YEP	Manuf Statement of Origin

#### ABOVE PRICING INCLUDES A 60 DAY TEMP TAG INCOMING UNIT PROJECTED MID TO LATE MARCH ARRIVAL

Payment may be made out to and overnighted to the below or paid upon pickup:

Carville Chrysler Dodge Jeep Ram 300 Bachman Drive Greeneville TN 37745

Any Questions or concerns please contact:

Carl Reinhart Carl Reinhart

Owner Carville Chrysler Dodge Jeep RAM (o) 423-639-4111 (d) 717-471-8108



#### STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE

**Statewide Multi-Year Contract Issued to:** 

BLUE SKY AUTOMOTIVE INC 300 BACHMAN DR GREENEVILL, TN 37745

#### Contract Number: 00000000000000000084865

Title: SWC209 Vehicles

Start Date : October 21, 2024 End Date: December 31, 2025

Is this contract available to local government agencies in addition to State agencies?: Yes

<u>Authorized Users.</u> This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

#### **Contract Contact Information:**

State of Tennessee Department of General Services, Central Procurement Office Contract Administrator: Michael Neely 3rd Floor, William R Snodgrass, Tennessee Tower 312 Rosa L. Parks Avenue Nashville, TN 37243-1102 Phone: 615-741-5971 Fax: 615-741-0684

Line Information Line 1 Item ID: 1000187716 *Police Vehicles, CDJR, Generic SWC209 Asset* Unit of Measure: EA

#### Line 2

Item ID: 1000187718 Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset Unit of Measure: EA

Line 3

Item ID: 1000187719 Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset Unit of Measure: EA

#### Line 4

Item ID: 1000187720 Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset Unit of Measure: EA

Line 5 Item ID: 1000179941 *Optional Equipment, Generic SWC209 Asset* Unit of Measure: EA

Michael E. Perry

Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of TN CPO, ou=Department of General Services, email=Mike.Perry@tn.gov, c=US Date: 2024.10.11 15:00:04 -05'00'

CHIEF PROCUREMENT OFFICER

APPROVED:

PURCHASING AGENT

Mike Neely

BY:

Digitally signed by Mike Neely Date: 2024.10.11 14:30:52 -05'00'

DATE



**OFFICE OF THE CITY MANAGER** 

## AGENDA ITEM REPORT

то:	Honorable City Council
FROM:	James A. Gallup, City Manager
DATE:	February 14, 2025
SUBJECT:	Proposals for survey sork related to TDEC ARPA Wastewater System Improvements

#### BACKGROUND:

• The City of Jefferson City is progressing through our wastewater system improvement project funded via TDEC ARPA State Water/Wastewater Infrastructure Grant. The city has contracted McGill Associates as the engineering firm handling this project. McGill Associates has discovered a need for additional survey work for easements and site surveys related to the project.

#### FISCAL IMPACT:

- The city was awarded \$1.8M via TDEC ARPA and is contracted for sewer projects.
- Easement Survey Services are \$1,150 each for 5 easements, total: \$5,750
- Site Survey Service: \$17,000
- Both services are 100% reimbursable from the TDEC ARP SWIG funds.

#### **REQUEST/RECOMMENDATION:**

IAW with Jefferson City's Purchasing Policy, expenditures over \$10,000 must have direct authorization from the governing body. Staff would like to request Council consent to approve both proposals from McGill Associates regarding the TDEC ARPA SWIG Wastewater System Improvements Project.

#### ATTACHMENTS:

- Proposal for Site Survey Services
- Proposal for Easement Survey Services





January 2, 2025

James A. Gallup, City Manager, and City Council of Jefferson City 112 City Center Drive Jefferson City, TN 37760

> Re: Proposal for Site Survey Services TDEC ARP SWIG Wastewater System Improvements

Mr. Gallup and City Council:

During the initial application for ARPA funding, the proposed sewer line replacement project was laid out in a preliminary nature based on the existing sewer lines, existing easements and deeds, and recommended improvements investigated in previous projects. Now that the project has moved forward into a detailed design phase, a more detailed site survey is required. <u>The surveying work described herein is 100% reimbursable under the ARP SWIG funding.</u>

#### Gravity Sewer Site Survey

See the figure on the following page for a visual of the project areas.

#### Full Topographic Survey (Green)

A full site and topographic survey is called for in the area highlighted in green. The gravity sewer in this area is proposed to be rerouted. Additionally, this section includes the installation of a casing pipe by bore underneath an existing quarry access road. This bore is required because of the elevation of the quarry access road above the surrounding topography. Given the scope of work in this area, greater accuracy of topography is desired compared to other areas of the project. The survey will also capture property lines, utilities, and surface features.

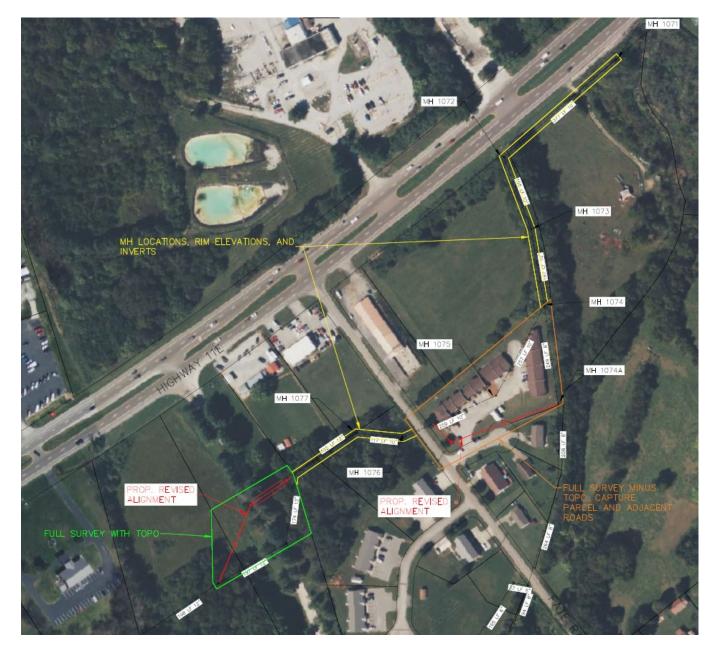
#### Site Survey without Topo (Orange)

A basic site survey <u>without</u> topography is called for in the area outlined in orange. This area includes the rerouting of gravity and numerous surface features which must be avoided; therefore a site survey is required. However, there are no specific topographic challenges in this area, therefore a full topographic survey is not recommended. TN State LiDAR will be used to produce topography in the area. The site survey will capture property lines, utilities, and surface features.

#### Sewer Alignment Survey (Yellow)

The remaining project area runs along the existing sewer line shown in yellow. Along this alignment, sewer is not expected to be rerouted significantly from it's existing course and there are no major surfaces features present. Survey along the alignment will include location, elevation, and inverts of manholes along with the location of property lines, surface features, and other utilities. TN State LiDAR will be used to produce topography.

#### **PROPOSED SITE SURVEY**



This surveying proposal represents the entire understanding between McGill Associates and the City of Jefferson City with respect to site survey services for this project and may only be modified in writing, signed by both parties. Additional approval will be sought should any other related services be required or requested by changing site, regulatory conditions, or client needs. If you find this scope and fee acceptable, please indicate acceptance by signing the following page and returning one copy for our files.

Thank you for this opportunity to serve you on this important project. If you have any questions, please do not hesitate to call.

Sincerely, McGILL ASSOCIATES, P.A.

Jamie Cardon

Jamie Carden, PE Principal

#### SCOPE OF SERVICES – SUMMARY

- PROJECT: Site Survey Services for TDEC ARP SWIG Wastewater System Improvements
- LOCATION: Hicks Road, Fate Rankin Road, & Highway 11E, Jefferson City, TN

#### TOTAL FOR PROFESSIONAL SERVICES

Site Survey

#### \$ 17,000

Note 1: These surveying fees are 100% reimbursable with the current ARP SWIG funds.

ACCEPTED			
CITY OF JEFFERSON CITY	McGILL ASSOCIATES, P.A.		
BY:	BY:		
(Signature)			
	Jamie Carden, PE Principal		
(Print Name/Title) Date:	Date: 01/02/2025		





Section 8, Item b.

January 2, 2025

James A. Gallup, City Manager, and City Council of Jefferson City 112 City Center Drive Jefferson City, TN 37760

> Re: Proposal for Easement Survey Services TDEC ARP SWIG Wastewater System Improvements

Mr. Gallup and City Council:

As part of the proposed work for the listed project, several sections of sanitary sewer will be rerouted and will require new sewer easements. Furthermore, several sections of sewer are either difficult to access or will work outside of permanent easements and will require temporary construction easements. We are proposing survey work to develop new permanent and temporary easements for the TDEC ARC SWIG Wastewater System Improvements project. The figure below shows anticipated easements required to complete the project. <u>The surveying work described herein is 100% reimbursable under the ARP SWIG funding.</u>

#### **PROPOSED EASEMENTS**



In general, the scope of survey services for development of easement agreements is as follows:

- Review and analyze all current subject deeds, adjoining deeds, plats and right-of-way information and prepare the easement(s) of the subject property(s)
- Perform a survey of the subject parcel(s)
- Field locate the subject and adjacent property corners, fences, and/or other boundary evidence as necessary to complete the easement(s) and to identify apparent conflicts or discrepancies.
- Boundary conflicts, if any, will be shown on the survey. Any title, boundary or ownership conflicts or disputes, if any, which may require additional research, plats, exhibits and field surveys will be considered additional work and billed according to our project rate schedule.
- Preliminary Easement for Review by the Utility (and subsequently the property owner)
- Final Easement for Execution and Recording by the Utility

This surveying proposal represents the entire understanding between McGill Associates and the City of Jefferson City with respect to easement survey services for this project and may only be modified in writing, signed by both parties. Additional approval will be sought should any other related services be required or requested by changing site, regulatory conditions, or client needs. If you find this scope and fee acceptable, please indicate acceptance by signing the following page and returning one copy for our files.

Thank you for this opportunity to serve you on this important project. If you have any questions, please do not hesitate to call.

Sincerely, McGILL ASSOCIATES, P.A.

Tamie Cardon

Jamie Carden, PE Principal

#### SCOPE OF SERVICES – SUMMARY

PROJECT:	Easement Survey Services for
	TDEC ARP SWIG Wastewater System Improvements

LOCATION: Hicks Road, Fate Rankin Road, & Highway 11E, Jefferson City, TN

#### TOTAL FOR PROFESSIONAL SERVICES

Easement Development, Temporary and Permanent	[Each] \$ 1,150
Total Projected # of Easements	5
Projected Temporary Easements	3
Projected Permanent Easements	2

Note 1: Price shown is the cost for <u>each</u> individual easement agreement. Price excludes fees for recording easements with Register of Deeds office.

Note 2: These surveying fees are 100% reimbursable with the current ARP SWIG funds. Note 3: 5 total easements (3 temporary, 2 permanent) are assumed to be required to complete the project, as shown on the "Projected Easements" visual. The number and type of easements needed is subject to change based on field conditions.

ACCEPTED			
CITY OF JEFFERSON CITY	McGILL ASSOCIATES, P.A.		
BY:	BY: Jannie Cardon		
(Signature)	Jamie Carden, PE Principal		
(Print Name/Title) Date:	Date: 01/02/2025		



#### PARKS AND RECREATION DEPARTMENT

### AGENDA ITEM REPORT

TO: City Council

FROM: Kevin Bolden, Director

DATE: February 27, 2025

SUBJECT: Paving of Basketball Court at Roy Harmon Park

#### BACKGROUND:

- The Basketball Court at Roy Harmon Park has not been usable for several years due to its poor description.
- Bids were received last year for the repaving of the court.

#### **FISCAL IMPACT:**

- There was \$25,000 budgeted in the FY 2024-25 budget.
- The bid received in May of 2024 was for a cost of \$17,182.50.

#### **REQUEST/RECOMMENDATION:**

It is requested that the City Council give permission to authorize Epling Asphalt to pave the basketball court at Roy Harmon Park for a cost of \$17,182.50.

#### ATTACHMENTS:

Estimate from Epling Asphalt

# ESTIMATE

#### **Epling Asphalt**



6900 W. Andrew Johnson Hwy Talbott, Tn 37877 Phone: (423) 223-8386 Email: eplingasphalt@gmail.com Web: www.eplingconstructiontn.com

#### **Prepared For**

Jefferson City Parks & Recreation Jefferson City, Tn (865) 712-9634

Estimate #	3355
Date	05/01/2024
Business / Tax #	81-5273670

#### Description

#### Total

\* Asphalt Paving (Cap) \* Ball court \$17,182.50

Starting by fixing any potholes, mill patches that are patched to high, using a milling machine and mill down around any concrete to tie in properly and any vegetation that has grown through cracks that needs removed. Then we clean old asphalt and spray tack coat to glue down the new pavement. We then setup paver to install 2" of surface mix and roll down with our 3 ton roller to get the right compaction. We're always looking to make sure the water control is correct also.

#### JEFFERSON CITY, TENNESSEE

#### Resolution 2025 -04

#### A RESOLUTION DECLARING CERTAIN POLICE VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING THE SALE OF SUCH VEHICLES

WHEREAS, the Jefferson City Police Department has four police vehicles which have been removed from service; and

**WHEREAS,** The Jefferson City Chief of Police requests that the City Council approve declaring these vehicles as surplus property and authorizing the sale of such vehicles via Govdeals.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Jefferson City as follows:

The police vehicles descripted in the attached memorandum from the Chief of Police dated January 31, 2025, are hereby declared to be surplus property and that the Chief of Police is authorized to sell the vehicles via Govdeals.

ADOPTED this 3rd day of March, 2025.

**APPROVED**:

Mitch Cain, Mayor

Attest:



POLICE DEPARTMENT

# AGENDA ITEM REPORT

TO: City Council

FROM: Andy Dossett, Chief of Police

**DATE:** January 31, 2025

SUBJECT: Request to Surplus Police Vehicles

#### **BACKGROUND:**

• The Police Department has several vehicles that are no longer being used and have recently been replaced.

#### **FISCAL IMPACT:**

• There will be no cost to the City for this action.

#### **REQUEST/RECOMMENDATION:**

The below listed vehicles have been removed from service. I respectfully request these units be declared surplus and sold via public auction on Govdeals.

#### ATTACHMENTS:

Unit#	Make & Model	Vin#	Asset#
546	2015 Ford SUV	1FM5K8AR9FGC68682	3895
547	2015 Ford SUV	1FM5K8AR0FGC68683	3896
548	2015 Ford SUV	1FM5K8AR2FGC68684	3897
549	2016 Ford SUV	1FM5K8ARXGGB65126	4014

#### JEFFERSON CITY, TENNESSEE

#### **Resolution 2025 - 05**

#### A RESOLUTION TO AUTHORIZE AND APPROPRIATE FUNDS FOR AN ACTUARIAL STUDY OF THE COST ASSOCIATED WITH A HAZARDOUS DUTY SUPPLEMENTAL BENEFIT PURSUANT TO TENNESSEE CODE ANNOTATED, SECTION 8-36-212.

WHEREAS, Tennessee Code Annotated, Section 8-36-212 (the "Act") allows participating political subdivisions to establish a hazardous duty supplemental benefit, in addition to the member's retirement allowance, for all eligible public safety officers, as defined in the act; and

WHEREAS, said Act provides that political subdivisions may establish a hazardous duty supplemental benefit for employees who meet the eligibility requirements of the Act; and

WHEREAS, prior to the establishment of this supplemental benefit, the Act requires a resolution by the political subdivision's chief governing body authorizing and agreeing to pay for the cost of an actuarial study to determine the liability associated with the establishment of this supplemental benefit.

**BE IT RESOLVED**, by the City Council of Jefferson City to authorize the City Manager to appropriate funds of \$400 (Four Hundred Dollars) for an actuarial study of the liability associated with authorization of the provisions of the Act.

**ADOPTED** this the 3<sup>rd</sup> day of March, 2025.

**APPROVED:** 

Mitch Cain, Mayor

Attest:

#### JEFFERSON CITY, TENNESSEE

#### Resolution 2025 -06

#### AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SEVEN MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,300,000) GENERAL OBLIGATION BONDS OF THE CITY OF JEFFERSON CITY, TENNESSEE

**BE IT RESOLVED** by the City Council of the City of Jefferson City, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) the acquisition, construction, improvement and equipping of public buildings and facilities, including fire department equipment, vehicles and buildings; (ii) the acquisition of all other property, real and personal, appurtenant to the foregoing (the "Projects"); (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of the costs related to the issuance and sale of the bonds referenced therein, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$7,300,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

**BE IT FURTHER RESOLVED** by the City Council of the Municipality that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$7,300,000 general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

#### NOTICE

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

Bettina Chandler, City Recorder

ADOPTED this 3rd day of March, 2025.

#### **APPROVED**:

Mitch Cain, Mayor

Attest:

STATE OF TENNESSEE )

#### COUNTY OF JEFFERSON )

I, Bettina Chandler, certify that I am the duly qualified and acting City Recorder of the City of Jefferson City, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on March 3, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$7,300,000 General Obligation Bonds of said Municipality.

WITNESS my official signature of said Municipality on this the \_\_\_\_\_ day of , 2025.

#### Resolution No. 2025-07

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF JEFFERSON CITY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,300,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, Sections 9-21-101, <u>et seq</u>., inclusive, of the Tennessee Code Annotated, as amended, authorize the City of Jefferson City, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to finance public works; and

WHEREAS, the City Council of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing, in whole or in part, (i) the acquisition, construction, improvement and equipping of public buildings and facilities, including fire department equipment, vehicles and buildings; (ii) the acquisition of all other property, real and personal, appurtenant to the foregoing (the "Projects"); (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of the costs related to the issuance and sale of the bonds referenced herein; and

WHEREAS, the City Council of the Municipality has previously adopted an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$7,300,000 for the purposes described above; and

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

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$7,300,000 in aggregate principal amount of bonds for the abovedescribed purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

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

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

(a) "Bonds" means the not to exceed \$7,300,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

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

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

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

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

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

(g) "Governing Body" means the City Council of the Municipality.

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

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

(j) "Projects" means (i) the acquisition, construction, improvement and equipping of public buildings and facilities, including fire department equipment, vehicles and buildings; and (ii) the acquisition of all other property, real and personal, appurtenant to the foregoing.

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

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

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

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

#### Section 4. Authorization and Terms of the Bonds.

For the purpose of providing funds to finance, in whole or in part, the cost of the Projects (a) and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$7,300,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2025. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2026 through 2050, inclusive, in principal amounts that will provide for approximately level or declining annual debt service, with the final debt service schedule being established by the Mayor, in consultation with the Municipal Advisor and City Manager, pursuant to Section 8 hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2036 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

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

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

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

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent

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

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

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by

the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

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

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

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

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

### DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

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

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

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

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

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The

Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

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

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

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

(Form of Bond)

REGISTERED Number

#### UNITED STATES OF AMERICA STATE OF TENNESSEE COUNTY OF JEFFERSON CITY OF JEFFERSON CITY, TENNESSEE GENERAL OBLIGATION BOND, SERIES [ ]

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

REGISTERED

\$

**Registered Owner:** 

Principal Amount:

FOR VALUE RECEIVED, the City of Jefferson City, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2025, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated trust office of \_\_\_\_\_\_,

, \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the

Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

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

Bonds of the issue of which this Bond is one maturing on June 1, 2036 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

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

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

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

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

Final Maturity

Redemption Date

Principal Amount of Bonds Redeemed

#### \*Final Maturity

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

clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating §\_\_\_\_\_\_ and issued by the Municipality to finance, in whole or in part, (i) the acquisition, construction, improvement and equipping of public buildings and facilities, including fire department equipment, vehicles and buildings; (ii) the acquisition of all other property, real and personal, appurtenant to the foregoing; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of the costs related to the issuance and sale of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on March 3, 2025 (the "Resolution").

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

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

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

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

#### CITY OF JEFFERSON CITY, TENNESSEE

By: FORM – DO NOT SIGN Mayor

ATTESTED:

FORM - DO NOT SIGN

City Recorder

Transferable and payable at the designated trust office of:

Date of Registration:

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

**Registration Agent** 

By: FORM - DO NOT SIGN Authorized Officer

#### (FORM OF ASSIGNMENT)

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

Dated:

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

Signature guaranteed:

<u>NOTICE</u>: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

<u>Section 7.</u> <u>Levy of Tax</u>. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

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

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

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

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

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

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed twenty-five fiscal years from the date of issuance; and (C) the debt service on each series of the Bonds shall not result in balloon indebtedness that requires the approval of the Director of Local Government Finance in the State Comptroller's office;

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

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

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

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

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

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

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the

successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

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

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Construction Fund (the "Construction Fund"), with an appropriate series designation, or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

<u>Section 10.</u> <u>Official Statement</u>. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing each series of the Bonds. After bids have been received and the series of the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on each series of the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of its bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

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

Section 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

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

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

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

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

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

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

#### Section 12. Federal Tax Matters Related to the Bonds.

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

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

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, any series of the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent such series of the Bonds may be designated as such as determined in consultation with bond counsel.

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

<u>Section 13.</u> <u>Continuing Disclosure</u>. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

<u>Section 14.</u> <u>Reasonably Expected Economic Life</u>. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, <u>et seq</u>., Tennessee Code Annotated, are equal to or greater than the term of the Bonds authorized herein.

<u>Section 15.</u> <u>Resolution a Contract</u>. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

<u>Section 16.</u> <u>Separability</u>. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

<u>Section 17.</u> <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on March 3, 2025.

Mayor

ATTEST:

City Recorder

#### STATE OF TENNESSEE

)

#### COUNTY OF JEFFERSON )

I, Bettina Chandler, certify that I am the duly qualified and acting City Recorder of City of Jefferson City, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on March 3, 2025; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Bonds.

WITNESS my official signature of said Municipality on this the \_\_\_\_\_ day of March, 2025.

City Recorder

46565522.1

#### JEFFERSON CITY, TENNESSEE

#### **Resolution 2025 - 08**

#### A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON CITY TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS' PROPERTY CONSERVATION MATCHING GRANT PROGRAM

**WHEREAS**, the citizens of the City of Jefferson City have entrusted this administration with the care and custody of city-owned property; and

**WHEREAS**, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Jefferson City; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Grant Program; and

WHEREAS, the City of Jefferson City now seeks to again participate in this important program; and

**WHEREAS**, the City of Jefferson City desires to enhance security at the City's Waste Water Treatment Plant with the installation of gate operators, keypads, and other security measures;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Jefferson City, that the City of Jefferson City is authorized to provide a matching sum for any monies provided and any additional funds needed to complete the project.

ADOPTED this 3rd day of March, 2025.

#### **APPROVED**:

Mitch Cain, Mayor

Attest:

Bettina Chandler, City Recorder

Section 10, Item e.

## Proposal E&M Fencing Co. 531 Paintbrush Way

531 Paintbrush Way New Market, TN 37820 Business: 865-475-1059 Fax: 865-475-1575 **FRED SHULTS, JR.** 

			one #	Date:	
Jeffe	RSON CITY WASTE WATE	~		2-5-25	
Street Address		Job	Name:		
City, TN & Zip		Job	Location:		
NEFTER	SON CITY TN				
<u>Type:</u>	Style:				
Chain Link			Total Footage:		
Custom Wood			# Terminals:		
PVC / Vinyl			Walk Gate(s):		
Ornamental			Double Drive Gate(s):		
Farm			Tension Wire / Stakes:		
Kennels			Barbwire:		
Other			Other:		
<u>Lines Need To E</u> Type:	<u>Be Located?</u> Yes No Quote Good For	Da	<u>Total Material &amp; Labor: \$</u> <u>Terms: MATERIAC</u> BAC DUE A		
INSTAIL 3 - LIFTMASTER DUAL Swing					
OPERATORS Dad					
INSTALL KEY PAds					
INSTALL EXIT PROBS					
INSTAIL PHOTO EYES					
INSTAIL- with 6 Remotes					
TOTAL LABOR AND MATERIAL \$ 13885.00					

#### JEFFERSON CITY, TENNESSEE

#### **Resolution 2025 - 09**

#### A RESOLUTION AUTHORIZING THE COMMUNITY FUNDRAISING FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A SAFE HAVEN BABY BOX AT THE JEFFERSON CITY FIRE STATION

WHEREAS, the Tennessee Safe Haven Law was enacted on July 1, 2001, and allows mothers of newborns to surrender unharmed babies within fourteen days of birth, anonymously and without fear of prosecution; and

WHEREAS, having a Safe Haven Baby Box available to members of the community has the potential of saving lives of newborn babies and deterring illegal abandonment of newborns; and

WHEREAS, the Save Haven Baby Box will raise awareness of issues related to the abandonment of newborns; and provide a last resort option for women who want to main complete anonymity.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of Jefferson City to allow community fundraising efforts with the goal of installing a Safe Haven Baby Box at the Fire Station on City Center Drive.

**FURTHERMORE,** the City Council will assist this community effort by ensuring the training of the firefighters in the operation of the Safe Haven Baby Box, with the understanding that no city funds shall be used in the installation, operation and maintenance of the box.

ADOPTED this 3rd day of March, 2025.

#### **APPROVED**:

Mitch Cain, Mayor

Attest:

Bettina Chandler, City Recorder

[Melinda (Mindy) Williams 1415 Leon Drive Jefferson City, TN 37760 423-312-5637 mindy22williams@gmail.com

01-28-2025

Dear Members of the City Council,

I am writing to formally request the opportunity to appear before the council during the next work session to present info about Safe Haven Baby Box and why they are a vital resource for our community.

"Every year, countless infants are heartbreakingly abandoned in the United States. While each situation is unique, parents are continuously finding themselves in times of crisis, facing emotional and practical challenges that can lead to desperate and unsafe decisions. These tragic stories underscore the urgent need for a secure and compassionate alternative that provides parents with a safe and anonymous option for child surrender and gives children the possibility of a brighter future.

Since 2016, Safe Haven Baby Boxes have provided a discreet and secure option for parents to surrender their newborns. By raising awareness of the Safe Haven Law, operating a national 24-hour hotline, and carefully designing and implementing Baby Boxes in fire stations across the United States, Safe Haven Baby Boxes help ensure that no child is left without care and no parent feels like they have no options." - Safe Haven Baby Box

Myself along with Lisa Price another member of the Jefferson County community would like to present more insight about the Safe Haven Baby Box. Safe Haven Baby Box is privately funded and the organization provides training to local First Responders to *"ensure that every baby surrendered under the Safe Haven Law receives the immediate care and protection they need."* 

This initiative not only saves lives but also encourages mothers to make safe choices during desperate times. For more detailed information and resources, visiting their official website at http://www.shbb.org is highly recommended.

Lisa and I are available to discuss any further details. Thank you for your time and consideration.

#### SAFE HAVEN BABY BOXES

# SAFE HAVEN BABY BOXES **2024 INFORMATIONAL** PACKET

Thank you so much for your interest in Safe Haven Baby Boxes! We are so grateful for your interest in bringing our mission to your community. We dream of Safe Haven Baby Boxes in all 50 states. Your help makes this dream possible! The complete process of obtaining a Baby Box for your community is detailed in this packet.





## Safe Haven Baby Boxes PSA

ESTABLISHED IN 2015

FOUNDED BY MONICA KELSEY

# ABOUT US



Monica Kelsey founded Safe Haven Baby Boxes in 2015 after an inspiring trip to South Africa. During this trip, Monica saw a Baby Box in action and saw how it provided a safety net for parents in crisis. Monica made it her mission to help parents in crisis. The first step is raising awareness and educating the public about the Safe Haven laws.

Safe Haven Baby Boxes is the only organization providing anonymity. We make it possible to safely surrender an infant with complete anonymity. Illegal abandonments show us that mothers are seeking to keep their identity secret. We work to rewrite the story by giving mothers and innocent infants a better chance. The infant will go through a closed adoption. The birth parents are free from prosecution and know their infant is safe.

Our organization staffs a 24 Hour National Crisis Hotline, 1-866-99BABYI. The hotline has provided counseling for over 7000 callers from all over the United States. This service has led to over 150 babies surrendered at Safe Haven locations and 43 babies thus far surrendered in a Baby Box.

## HOW DO THE BABY BOXES WORK?

The Safe Haven Baby Box is a state-ofthe-art device. It legally permits a mother in crisis to safely, securely, and anonymously surrender her newborn.



The baby box is a climate-controlled safety device provided for under a state's Safe Haven Law. The box is installed on the exterior wall of a firehouse or hospital.

Before the box is active, tests occur at every stage of design, development, and deployment. It features multiple alarms in the device which alert first responders of a surrender. The box's alarms are tested weekly to ensure there will be no failures. None of these alarm systems have ever failed. The staff responsible for the box is trained on how the device operates.

The parent opens the door to the Baby Box, which triggers a silent alarm and a call goes to 911 dispatch. The infant is placed in a medical bassinet. A sensor located on the inside of the box triggers a second 911 dispatch call. The exterior door automatically locks upon the placement of a newborn. Within five minutes the infant will be rescued by first responders. An interior door allows a medical staff member to secure the surrendered newborn from inside the designated building. The infant will be quickly taken to the hospital for medical evaluation.

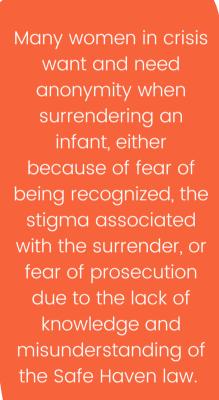




It provides the community the opportunity to proactively save the lives of children since many are not aware of the Safe Haven Law.



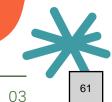
Lack of knowledge about the law and prohibiting anonymity has historically produced catastrophic and devastating results of babies being abandoned.



WHY DO COMMUNITIES NEED A BABY BOX?

The Baby Box is tangible, and the Safe Haven law is not. By having a Baby Box in the community, you are providing an opportunity to further educate about the law.

We hope and pray for a face-to-face surrender as it benefits both the mother and infant. The Safe Haven Baby Box hotline provides counseling to women in crisis and only suggests the Baby Box when it is the last option.



# Road to Active Baby Box

Baby Box goes live and available to aid infants with parents in crisis.

Section 10, Item f.

Training for Safe Haven Baby Box provider personnel.

Alarm is set up and tested. It must reach 7 successful days of consecutive testing.

Baby Box Unveiling and Blessing occurs.

Baby Box delivered and installed by licensed contractor.

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Baby Box order is placed and approximately 4 weeks later the box is produced. During this time the location will search for a licensed contractor to install the box and an alarm system company.

Contract for SHBB is reviewed by attorney and fundraising begins.

Contract (Lease and Service Agreement) is signed with location and initial fee is sent to SHBB.

Meet with your community leaders, fire station, or hospital administration to review the Safe Haven Baby Box Program.

# CAN I PLACE A BABY BUA IN MY COMMUNITY? Yes, however, some states have made it easier than others.

States with exisiting legislation permitting placement of Baby Boxes



If your state is not above, do not be discouraged. Ideally all states would allow for anonymous surrender and we have a team in place to work on passing legislation at the state level. Please reach out to your state representative and senator to express the importance of updating your state's Safe Haven Law to allow for the placement of Baby Boxes.

The fees for Safe Haven Baby Boxes start around \$15,000 depending on installation and location.

\*These prices are good for 90 days after the receipt of this informational packet \*

# THIRD PARTY DONATIO

Safe Haven Baby Boxes Inc. (SHBB) appreciates individuals and organizations as they solicit donations to benefit its programs and services. Any individual or organization (outside of Safe Haven Baby Boxes Inc.) that organizes and hosts an event, promotion, sale, or donation drive on behalf of Safe Haven Baby Boxes Inc. is defined as a "third-party fundraiser."

Prior to Collection of Donations:

1. The third-party fundraiser is not allowed to solicit for donations without acknowledgement from Safe Haven Baby Boxes AND local leaders, such as the mayor, fire chief, council member, and/or hospital administrator/staff. The third-party fundraiser should notify Safe Haven Baby Boxes via email or mail with intent to solicit donations in advance of the proposed start date.

2. The third-party fundraiser will not personally collect any donations. All donations should be sent directly to SHBB. Upon acknowledgement from a SHBB representative of the intent to campaign for donations, the third-party fundraiser will be provided a link for online donations specific to the fundraiser's campaign.

3. The third-party fundraiser is responsible for providing donation instructions to solicited donors.

4. The third-party fundraiser is responsible for expenses associated with printing and promotion of the donation solicitation.

5. The third-party fundraiser is not a representative of Safe Haven Baby Boxes and should not claim to be.

6. Safe Haven Baby Boxes retains the right to decline any solicitation activity if it conflicts with its mission or other fundraising efforts.

7. The third-party event organizers should not provide tax advice to third-party event contributors. Organizers should refer individuals to tax or legal counsel for information.

8. The third-party fundraiser may not keep any portion of a donation as profit or compensation for organizing the campaign.

9. The third-party fundraiser or anyone associated with the event cannot set up a temporary bank account in his/her name or Safe Haven Baby Boxes name for the collection of donations.

10. Safe Haven Baby Boxes, Inc. may only issue tax receipts for checks made payable to "Safe Haven Baby Boxes" or donations paid online at <u>www.shbb.org</u> or designated link for campaign.

11. The third-party fundraiser must submit all publicity and promotional material containing Safe Haven Baby Boxes name and/or logo to Safe Haven Baby Boxes Fundraising Department for review and approval prior to publication and distribution of these materials. Please allow Safe Haven Baby Boxes staff ten (10) business days to review these materials. PLEASE NOTE: Third-party donation campaigns that are approved by Safe Haven Baby Boxes may be advertised on Safe Haven Baby Boxes website and/or social media sites.

12. The third-party fundraiser cannot advertise locations of futur <u>section 10, Item f.</u> box installations (i.e. address of fire station or hospital).

13. Promotional materials that use Safe Haven Baby Boxes name should incorporate the following statement: "Proceeds to benefit Safe Haven Baby Boxes Inc."

14.The third-party fundraiser agrees not to use Safe Haven Baby Boxes' tax exemption in any manner or as part of the donation campaign, nor will the third-party represent any rights or privileges of tax exemption to the public, nor will the third-party state that any portion of the purchase price for any goods or services at the event is tax deductible for charitable purposes.

15. Prior to starting a fundraising campaign, please send SHBB@SafeHavenBabyBoxes.com your fundraising campaign plan for approval.



Any additional funds raised will remain in your community promoting your local Safe Haven Baby Box. A bill board campaign will raise awareness for safe surrender and include our National Crisis Hotline number. Please keep in mind that all donations that are solicited for a Safe Haven Baby Box must be sent to SHBB to be used for your city's baby box and/or marketing and education. If your fundraising efforts exceed the amount needed, per the IRS guidelines, this money has to be sent to SHBB. Sending money raised for a Safe Haven Baby Box to another entity is a direct violation of IRS guidelines.

Safe Haven Baby Boxes name and logo are a registered trademark. Any use of these would need SHBB approval. For questions or more information on third-party donation solicitation, please contact a Safe Haven Baby Boxes representative at 1-888-742-2133 or shbb@safehavenbabyboxes.com. Thank you very much for your interest in supporting Safe Haven Baby Boxes programs and services!

Signed	Date
C	onation for a Safe Haven Baby Box located in
A	mount needed:
	Mail check to:
	SHBB
	PO Box 185
	Woodburn, IN 46797

## Safe Haven Baby Boxes Policies and Procedures for Association with Foster Care and/or Adoption Agencies

Purpose of Policy

Safe Haven Baby Boxes (SHBB) is a registered 501(c) 3 charitable organization whose express mission is to save babies from illegal abandonment and provide a truly anonymous option for surrendering parents in accordance with each individual state's statutes.

Safe Haven Baby Boxes is not a governmental agency and is not involved in the infant's care and placement process following the legal surrender of an infant as defined by the State Statute. Safe Haven Baby Boxes expressly prohibits any affiliation, endorsement, or official connection with any placing agency, foster care agency, or adoption agency, private or public.

SHBB and its board, staff, contractors, or volunteers are not affiliated, associated, authorized, endorsed by, or in any way officially connected with any child-placing agency or adoption attorney.

This strict policy is in place in order to prevent even the "appearance" of SHBB profiting in any way from the surrender of an infant in one of the baby boxes, or directly to personnel at a fire station, hospital, or EMS provider with a baby box installed.

This policy includes, but is not limited to the following:

- No child-placing agency, or private adoption attorney will pay fees to SHBB for the installation and ongoing operation of a Safe Haven Baby Box.
- No child-placing agency, or private adoption attorney will donate money, goods, or services to SHBB directly.
- No child-placing agency or private adoption attorney will be given preferential treatment by their state's Department of Children Services or its equivalent by paying a fee or claiming affiliation with Safe Haven Baby Boxes
- No child placing agency, or private adoption attorney will raise funds using Safe Haven Baby Boxes name, or by alleging association with Safe Haven Baby Boxes.

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## Safe Haven Baby Boxes Ethical Code Section 10, Item f. Conduct

Safe Haven Baby Boxes is committed to the highest possible ethical standards and we encourage everyone associated with our Organization to commit to acting in the best interest of the organization and its mission. Our mission demands that we, Board and Committee Members, staff, and volunteers, as stewards of our mission, uphold the public trust and act in an ethical manner in all that we do in the name of our Organization.5 These ethical values include integrity, openness, honesty, accountability, fairness, respect, and responsibility. These values are the basis of our Code of Conduct and commitment to act in a manner befitting the Organization and mission.

As a public charity, we rely on the public for funding and volunteer support, which is critical to the success of our mission. The public trusts us to carry out our stated mission and to act in the best interest of the Organization. If we abuse the public trust, our ability to fulfill our mission is severely weakened. Therefore, it is critical that we operate in a manner that is above reproach in all aspects, including governance, fundraising, mission operations, legal matters, and human resources. As a public charity, we are committed to:

• Acting responsibly and with integrity;

- Following not just the letter of the law, but the spirit of the law as well;
- Promoting financial accountability, transparency, and best governance practices;
- Respecting the wide variety of people who support our mission through donations of their time, talent and money;
- Being responsible stewards of our Organization, its mission, reputation, and
  resources
- Being open and honest in all of our dealings with both internal and external audiences.

This Code of Conduct applies to all staff members, the Board of Directors and Committee Members, and volunteers of Safe Haven Baby Boxes.

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# Goals of Safe Haven Baby Boxes

- Raise awareness of the Safe Haven law through the installation of Baby Boxes.
- Provide counseling to any parent in crisis.
- Use of billboards, social media, speaking engagements, and fundraisers to bring awareness to Safe Haven Laws.
- Provide a safe and anonymous option for surrendering an infant.
- Work with legislators in every state to pass a law allowing the installation of Baby Boxes.
- Install Baby Boxes in every state in the United States.

# Help Us Reach Our Goals

- Assist or host a Safe Haven Baby Boxes fundraiser
- Invite Monica to speak at your church, or community event
- Attend a Baby Box Blessing
- Follow and share our social media platforms

Please contact us if you have any questions or need more information. Email: shbb@safehavenbabyboxes.com

Phone: (888)742-2133

## Website: www.shbb.org

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# Services, Fees and Expense Schedy Section 10, Item f.

INTIAL FEE: \$15,000	ANNUAL FEE: \$500	OTHER FEES NOT INCLUDED IN INTIAL FEE (ESTIMATED AT \$5,000-\$7,00
Pre-installation Services	Annual Fee Services	*Fees vary based on location and/or services donated by local community members. The items below are estimates and not a guarantee of cost.
A. Examination of location B. Administrative/Legal resources C. Consultation on programs D. Assitance with raising funds to support cost of the Baby Box (optional)	A. Recertification of the Baby Box by a licensed contractor B. Maintenance of the Baby Box from expected use C. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism	A. Delivery: Minimum \$500 charge if you would like to have the Baby Box delivered. You can pick up at our Fort Wayne, IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled) B. installation: Labor and materials: \$2000- \$3,500 (location may be able to have this donated)
Installation Services	*LOCATIONS WITH ADDITIONAL FEES A. Volunteer fire stations must feature a camera in the Baby Box making	C. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the Baby Box) ~ \$1,200
A. Inspection of Installation B. Training to all emergency personnel	the total intial fees \$15,500 B. Ohio locations total initial fee is \$16,000 as \$1,000 is paid to their	D. Annual Alarm Services: Annual fee for monitoring ~\$500 annually paid by location to Alarm Company
Post Installation Services	health department C. Alabama locations must feature a camera in the Baby Box making total intial fee is	E. Transportation: Cost based on location and transportation from Indiana
A. Marketing of the Baby Box B. 24/7 Hotline available to community C. Advertising of the Box D. Efforts to support raising awareness on local, state and national levels supporting the Baby Box in each community	\$15,500 Safe Haven Baby Boxes	F. Permits or other requirements prior to contruction. (varies) 13

Baby Box in each community