

# **Hamblen County/Morristown Solid Waste Agenda**

**July 18, 2025**

**Hamblen County Health Department Conference Room**

**Meeting Called To Order-Tom Rush**

**Public Comment/General Public Forum:**

**Approval of Board Minutes-Tom Rush**

**Financial Report-Amy Hemminger**

1. Review financials

**Manager's Report-Dennis Barnes**

1. TDEC Inspection

**Engineer's Report-Steve Bostic**

1. Landfill Project's Progress

**Unfinished Business-Tom Rush**

1. Review/Approve Ettl Change Order
2. Update On Dozer Purchase
3. Review And Approval Of Financing And Related Documents For The Dozer Purchase
4. Review And Approval Of Any Required Amendments To The Budget Related To The Dozer Purchase
5. Update On ACH Policies

**New Business:**

**Adjournment-Tom Rush**

# **Hamblen County/Morristown Solid Waste Board of Directors Meeting**

**Minutes: June 20, 2025**

## **Hamblen County Health Department Conference Room**

**Board Members Present:** Tom Rush-Chairman, Patrick McGuffin-Vice Chairman, Chris Cutshaw-(Ex-Officio/County Mayor), Dennis Barnes-(Ex-Officio/Director), Mike Bell, Bob Garrett, Tim Horner, Matt Lacy and Will Sliger.

**Absent:** Ventrus Norfolk

**Others Present:** Amy Hemminger, Steve Bostic, Matthew Davis, Joey Barnard, Ron White, Andrew Ellard, Chris Capps, Stephanie Clonce and Public.

### **Meeting Called To Order: Tom Rush**

Mr. Rush called the meeting to order at 9:00 a.m.

### **Public Comment/General Public Forum: None**

### **Approval of Minutes: Tom Rush**

Mr. Lacy made the motion to approve the May 16, 2025 minutes, and Mr. Bell seconded the motion with all board members in favor.

### **Budget Approval: Tom Rush and Amy Hemminger**

Mr. Rush stated that we would skip this agenda item until we discuss some of the items appearing later the agenda pertaining to the budget approval.

Following those items, Ms. Hemminger started at the beginning of the budget and stated that the changes made at the June 6, 2025 workshop meeting are reflected in the proposed budget including salaries. Ms. Hemminger explained the overtime increase is an estimated number based on the increase in salaries that may be a little high to be conservative in the budget. We have discussed engineering services because estimated costs were provided at the workshop. We added a new line item for consulting for \$10,000, and the State insurance amounts were updated according to the revised proposal they presented. Cyber insurance will be renewed in December, so Ms. Hemminger just did an estimate for that and added the items we just talked about. She offered to answer any questions.

None of the income has been changed since the workshop. With additional expenses of the \$400,000 for the GEOS CQA proposal, \$120,000 for the dozer and \$50,000 for LDA (for a total of

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\$570,000), the increase in net position is now \$402,398. Mr. Rush stated that the tipping fees were going from \$50 per ton to \$60 per ton beginning August 1, 2025. The allocation for the tipping fee is \$32 for operating, \$20 for debt service and \$8 for capital. There will be no change for the 2025/2026 fiscal year in the recycling tipping fee which will remain at its current rate at \$40 per ton. Mr. Rush stated that the board has the proposed changes that have been made to our budget and would like a motion to approve the 2025/2026 fiscal year budget. Mr. Horner made a motion to approve the 2025/2026 fiscal year budget, and Mr. Bell seconded the motion with all board members present in favor of.

### **Financial Report: Amy Hemminger and Tom Rush**

1. Review of May Financials- Ms. Hemminger stated that the balance at the end of May in the sweep account at First Horizon is larger than normal but noted that the funds were used in early June for the City bond payment that is included in accounts payables, bond interest expense and debt service. This payment was just under \$341,000. We will also be making transfers for the first quarter of 2025 capital and debt service tipping fees, so the balance will change quickly. On the income statement, a quiet month overall noting the purchase of the thermal imaging camera for just over \$2,000 to identify the fires and the City bond payment.
2. Mr. Rush stated that the interest rates at First Horizon are at 2.15% and LGIP are at 4.28%, respectively.

### **Manager's Report: Dennis Barnes**

1. Mr. Barnes thanked the board for the raises for the employees. He said it would go a long way.
2. The TDEC inspection had no violations. Paula Plont with TDEC wanted a bear cloth skimmer installed and a pump put in. She wants the slag dumped in a different place. There were no fires or smoke this month.

### **Engineer's Report: Steve Bostic**

Mr. Bostic updated the board on the engineering projects going on at the Landfill (see attachment).

### **Unfinished Business: Tom Rush**

1. Mr. Rush stated to the board that we have completed the ACH policies and requested them to be approved as one since they go together. Mr. Horner made a motion to

# **Hamblen County/Morristown Solid Waste Board of Directors Meeting**

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## **Hamblen County Health Department Conference Room**

approve the ACH Electronic Business System and the Pre-Implementation Statement policies subject to approval by the State of Tennessee Comptroller's Office to go into effect on July 1, 2025, which is subject to change depending on the state's approval date. Mr. Lacy seconded the motion with all board members present in favor.

2. Mr. Rush stated that we have a contract agreement for the "stop/pause-work" with ETTL. Mr. Rush stated that Attorney Chris Capps has reviewed it, made some changes, and approved it. Mr. Barnard stated that it would be beneficial for both parties. Mr. Rush stated that he would like this to be approved with an effective date of June 20, 2025 along with authorization for Mr. Barnes to sign the contract agreement when Attorney Chris Capps completes the changes. Mr. Lacy made a motion to approve the contract agreement with an effective date of June 20, 2025 and authorize Mr. Barnes to sign the contract agreement once Attorney Chris Capps makes the final changes. Mr. Sliger seconded the motion with all board members present in favor.
3. Mr. Barnard asked the board about the change order agreement, because ETTL has been asking for it for their insurance and that has been 10 months ago. Mr. Rush stated that we would have it for the July meeting. Attorney Chris Capps stated that it needed to be taken care of at the July meeting.

### **New Business: Tom Rush, Steve Bostic, and Andrew Ellard**

1. Mr. Rush stated that this part pertains to approving the budget, so he asked Mr. Bostic to explain the LDA budget since it has changed since our May draft budget workshop. Mr. Sliger inquired if, after we get the permit, any other charges would occur. Mr. Bostic stated that he did not know of anything. Mr. Bostic stated that PFAS may incur some expenses through MUS for the groundwater. Mr. Rush stated that he was trying to get an insight into what might happen and any costs that may occur. After much discussion, it was determined \$50,000 was sufficient to include in the budget for expansion engineering.
2. Mr. Rush stated that the Strate Insurance proposal was in the packet for approval. Mr. Barnes stated that Mr. Sliger called them about some of the vehicles and saved us around \$1,000. Mr. Sliger discussed the vehicle schedule and said Strate Insurance is running some of the older vehicles again for savings. They may change deductible and remove the lawn mower and forklift because they cannot be replaced with a deductible. Strate Insurance will get us a new proposal when the changes are made. Mr. McGuffin made a motion to approve the proposal with the specified changes, and Mr. Horner

# **Hamblen County/Morristown Solid Waste Board of Directors Meeting**

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## **Hamblen County Health Department Conference Room**

seconded the motion with all members in attendance in favor. Mr. Rush stated that in December we would renew the cyber insurance.

3. Mr. Rush stated that GEOS budget number for the expansion CQA would be \$400,000. Mr. Rush was wondering if this would happen on this year's budget or would it be next year. Mr. Barnes stated that if we do not get the permit for a year from now, it will be started after next year's budget.
4. Mr. Rush asked if we needed to consider the dozer quote. Mr. Barnes stated that it cannot wait any longer, because we are in desperate need of this machine. Mr. Rush mentioned that in the email from Stowers it states that the lease/purchase interest rate would be 5.49% with a minimum term of 24 months. Mr. Barnes stated that we could trade the scraper for the dozer, but Stowers is not interested in the machine. Mr. Lacy stated that we could take the scraper to the auction to sell or just keep it for now. Mr. Rush asked Attorney Chris Capps to tell us our options for financing the new dozer. Mr. Capps stated that we would have to make a lease purchase, so we would need to go back to Stowers and see what options we would have. Mr. Capps stated that he would check to make sure that we can do a lease purchase option. Mr. Barnes stated that we would not have a payment until the machine is delivered to us and that it could be 6 to 8 months. Mr. Rush stated he ran the numbers on the 5.49% lease/purchase option offered by Stowers. The payment would be approximately \$25,604 for a 24-month term lease and approximately \$17,532 for a 36-month term lease. Mr. Lacy stated that we need to vote on this so we can get it ordered instead of waiting another month to vote on it. Mr. Ellard stated that he is working on an RFP for MUS and would like to see if the city could pick up the dozer on that to finance for us. He stated that he would be getting the numbers back next week from Cumberland Securities. After considerable discussion by the board, Mr. Lacy made a motion to approve the purchase of the D6 dozer at the purchase price of \$580,690.55 and not to exceed the 5.49% interest rate on a 36-month lease/purchase after attorney Chris Capps looks into this with the exception that we are exploring other financing options. Mr. McGuffin seconded that motion, and all board members present voted in favor. Mr. Rush stated that we will add to the budget for 6 months payment of \$17,531.85, which will be \$105,191.13 on this year's budget. This will be on the high side, but we can change the numbers when Mr. Ellard gets his information next week. Mr. Lacy asked if we could just put in \$120,000 the budget for delivery or something extra to be on the safe side and we can change the numbers in July when we receive our information. Mr. Rush asked Mr. Barnes if we needed the excavator also, and Mr. Barnes stated that as hard as it is going to be we can just wait on

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it. Mr. Rush asked Mr. Ellard when he needed to know our answer. Mr. Ellard stated he would know next week when the RFP comes back whether he will be able to help us or not. Mr. Rush asked him to let us know what our options would be.

### **Adjournment: Tom Rush**

Mr. Rush adjourned the meeting at 10:15 a.m. Mr. Horner made a motion to adjourn the meeting, and Mr. Lacy seconded the motion with all board members present in favor.

**Tom Rush-Chairman**

**Chris Cutshaw-Mayor**

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# Morristown-Hamblen County Solid Waste Board

06/30/2025 9:51 AM

Register: 11130 - Operating Account

From 06/27/2025 through 06/27/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
06/27/2025	9963	AFLAC	21100 - Accounts Paya...		481.25		-77,987.95
06/27/2025	9964	BOB GARRETT	21100 - Accounts Paya...		200.00		-78,187.95
06/27/2025	9965	DAVID BERRY TR...	21100 - Accounts Paya...		3,740.00		-81,927.95
06/27/2025	9966	LIBERTY NATION...	21100 - Accounts Paya...		257.90		-82,185.85
06/27/2025	9967	LIBERTY TIRE RE...	21100 - Accounts Paya...		441.00		-82,626.85
06/27/2025	9968	MATT LACY-V	21100 - Accounts Paya...		200.00		-82,826.85
06/27/2025	9969	MIKE BELL	21100 - Accounts Paya...		200.00		-83,026.85
06/27/2025	9970	MORRISTOWN UT...	21100 - Accounts Paya...	004561-022128	3,874.93		-86,901.78
06/27/2025	9971	NAPA AUTO PARTS	21100 - Accounts Paya...		3,820.39		-90,722.17
06/27/2025	9972	PATRICK MCGUFF...	21100 - Accounts Paya...		200.00		-90,922.17
06/27/2025	9973	PITNEY BOWES B...	21100 - Accounts Paya...		159.99		-91,082.16
06/27/2025	9974	PITNEY BOWES G...	21100 - Accounts Paya...		164.91		-91,247.07
06/27/2025	9975	ROGERS PETROLE...	21100 - Accounts Paya...		4,065.21		-95,312.28
06/27/2025	9976	SFP MORRISTOWN	21100 - Accounts Paya...	po#7594	164.92		-95,477.20
06/27/2025	9977	STOWERS MACHI...	21100 - Accounts Paya...	PO#7593	26,460.88		-121,938.08
06/27/2025	9978	TIMOTHY L. HOR...	21100 - Accounts Paya...		200.00		-122,138.08
06/27/2025	9979	TMS INTERNATIO...	21100 - Accounts Paya...		4,767.04		-126,905.12
06/27/2025	9980	TOM RUSH	21100 - Accounts Paya...		200.00		-127,105.12
06/27/2025	9981	WILL SLIGER	21100 - Accounts Paya...		200.00		-127,305.12
06/27/2025	9982	WITT UTILITY DIS...	21100 - Accounts Paya...		150.00		-127,455.12

481.25 \*  
200.00 \*  
3,740.00 \*  
257.90 \*  
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200.00 \*  
200.00 \*  
3,874.93 \*  
3,820.39 \*  
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4,065.21 \*  
164.92 \*  
26,460.88 \*  
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200.00 \*  
200.00 \*  
150.00 \*  
82,922.17 \*

# Morristown-Hamblen County Solid Waste Board

07/02/2025 9:19 AM

Register: 11130 - Operating Account

From 07/02/2025 through 07/02/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
07/02/2025	9983	A-Z OFFICE RESO...	21100 - Accounts Paya...		179.10		-96,274.09
07/02/2025	9984	BANKCARD CENT...	21100 - Accounts Paya...		787.75		-97,061.84
07/02/2025	9985	CHARTER COMM...	21100 - Accounts Paya...		268.90		-97,330.74
07/02/2025	9986	CINTAS	21100 - Accounts Paya...		458.08		-97,788.82
07/02/2025	9987	DAVID BERRY TR...	21100 - Accounts Paya...		330.00		-98,118.82
07/02/2025	9988	SFP MORRISTOWN	21100 - Accounts Paya...		154.88		-98,273.70
07/02/2025	9989	STATE OF TENNES...	21100 - Accounts Paya...		11,458.41		-109,732.11
07/02/2025	9990	STOWERS MACHL...	21100 - Accounts Paya...		2,299.65		-112,031.76

179.10 -

787.75 +

268.90 +

458.08 +

330.00 +

154.88 +

11,458.41 -

2,299.65 -

112,031.76 \*

# Morristown-Hamblen County Solid Waste Board

07/11/2025 8:30 AM

Register: 11130 - Operating Account

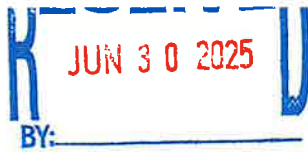
From 07/11/2025 through 07/11/2025

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
<del>07/11/2025</del>			<del>11120 - Funds Held for...</del>	<del>Deposit</del>		<del>663.00</del>	-121,526.38
<del>07/11/2025</del>			<del>11120 - Funds Held for...</del>	<del>Deposit</del>		<del>12,685.50</del>	-108,840.88
07/11/2025	9991	APPALACHIAN EL...	21100 - Accounts Paya...		1,206.18		-110,047.06
07/11/2025	9992	CANON SOLUTIO...	21100 - Accounts Paya...		76.49		-110,123.55
07/11/2025	9993	CINTAS	21100 - Accounts Paya...		3,968.72		-114,092.27
07/11/2025	9994	FUELMAN	21100 - Accounts Paya...		218.43		-114,310.70
07/11/2025	9995	LDA ENGINEERIN...	21100 - Accounts Paya...		50,181.96		-164,492.66
07/11/2025	9996	LIBERTY TIRE RE...	21100 - Accounts Paya...		567.00		-165,059.66
07/11/2025	9997	MAIN STREET INS...	21100 - Accounts Paya...		28,329.25		-193,388.91
07/11/2025	9998	PURKEY,CARTER,...	21100 - Accounts Paya...		5,701.00		-199,089.91
07/11/2025	9999	QUALITY WASTE-V	21100 - Accounts Paya...		108.00		-199,197.91
07/11/2025	10000	STERICYCLE, INC.	21100 - Accounts Paya...		85.59		-199,283.50
07/11/2025	10001	TMS INTERNATIO...	21100 - Accounts Paya...		269.30		-199,552.80

1,206.18  
 76.49  
 3,968.72  
 218.43  
 50,181.96  
 567.00  
 28,329.25  
 5,701.00  
 108.00  
 85.59  
 269.30  
 199,552.80

BankCard Center  
Card Statement



Account Number XXXX XXXX XXXX 0792

Statement for Period: May 25, 2025 to June 24, 2025

CARDHOLDER SUMMARY							
DENNIS R BARNES XXXX XXXX XXXX 0792	Previous Balance	Purchases And + Other Debits	Cash + Advances	Finance + Charges	Credits -	Payments =	New Balance
CardHolder Totals	\$244.98	\$787.75	\$0.00	\$0.00	\$0.00	\$244.98	\$787.75

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Monthly Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES (V) = Variable Rate	\$0.00	1.116%(V)	13.40% (V)	\$0.00
GRACE PERIOD To Avoid a Finance Charge On Purchases, Pay Entire New Balance by Payment Due Date Each Billing Period. Finance Charge Accrues on Cash Advances Until Paid And Will Be Billed On Your Next Statement.				

ACCOUNT NUMBER		ACCOUNT SUMMARY	
XXXX XXXX XXXX 0792		PREVIOUS BALANCE	\$244.98
CUSTOMER SERVICE CALL 1-800-382-5465	STATEMENT DATE 06/24/25	PURCHASES & OTHER CHARGES	\$787.75
LOST/STOLEN CARDS CALL 1-800-382-5465	CREDIT LIMIT \$5,000.00	CASH ADVANCES	\$0.00
SEND BILLING INQUIRIES TO BANKCARD CENTER P.O. BOX 1545 MEMPHIS, TN 38101-1545	AVAILABLE CREDIT* \$4,081.00	CASH ADVANCE FEES	\$0.00
	PAST DUE \$0.00	LATE PAYMENT CHARGE	\$0.00
	OVERLIMIT \$0.00	FINANCE CHARGE	\$0.00
	DISPUTED AMOUNT \$0.00	CREDITS	\$0.00
	AMOUNT DUE \$39.00	PAYMENTS	\$244.98
	PAYMENT DUE DATE 07/19/25	NEW BALANCE	\$787.75
* Amount reflected in whole dollars only			

1122 0001 GSH 001 7 24 250624 0 PAGE 1 of 2 10 4015 9000 CM02 4659

↑PLEASE DETACH HERE AND RETURN WITH PAYMENT

BANKCARD CENTER  
P.O. BOX 1545  
MEMPHIS TN 38101-1545

HAMBLEN CO/

ACCOUNT NUMBER XXXX XXXX XXXX 0792  
PAYMENT DUE DATE 07-19-25  
AMOUNT DUE \$39.00  
NEW BALANCE \$787.75

|||||  
BANKCARD CENTER  
P.O. BOX 385  
MEMPHIS TN 38101-0385

AMOUNT ENCLOSED  
\$

|||||  
DENNIS R BARNES  
MORRISTOWN SOLID WASTE  
3849 SUBLETT RD  
MORRISTOWN TN 37813-3734

4798494100200792 0003900 0078775

<b>DENNIS R BARNES</b>		XXXX XXXX XXXX 0792		
Statement Date	06/24/25	Credit Limit	\$5,000.00	Cash Advance Balance \$0.00
Payment Due Date	07/19/25	Available Credit	\$4,081.00	Amount Due \$39.00
New Balance	\$787.75			

### STATEMENT MESSAGES

**Important Notice**

Payments will be posted and credited to your account on the day they are received, subject to applicable payment processes and cutoff times. However, in order to protect against fraud and to allow for necessary payment verification and settlement, it may take up to 5 business days from receipt of payment for adjustments to be made to your available credit line.

To pay by phone, call 1-800-382-5465. When providing payment instructions via the automated interactive phone system, you authorize us to debit your account for the amount indicated on or after the date indicated. This authorization is for a single transaction (including re-presentment of that transaction) and does not provide for any additional debits.

Post Date	Tran Date	Transaction Description	Amount
05-26	05-25	RTK MOBILE RTKMOBILE.COM UT	\$25.00
05-31	05-30	AMAZON MKTPL*NN67T1DB1 Amzn.com/bill WA	\$53.18
05-31	05-30	AMAZON MKTPL*N68TA3052 Amzn.com/bill WA	\$39.73
06-05	06-04	AMAZON MKTPL*N63TQ31E0 Amzn.com/bill WA	\$419.88
06-05	06-04	AMAZON MKTPL*N63JZ7H21 Amzn.com/bill WA	\$31.22
06-05	06-04	AMAZON MKTPL*NH4HD9ZO2 Amzn.com/bill WA	\$28.48
06-09	06-09	PAYMENT - THANK YOU MEMPHIS TN	-\$244.98 PY
06-15	06-12	OFFICE DEPOT #1214 800-463-3768 GA	\$190.26

VENDOR # \_\_\_\_\_

ACCT. # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

ACCT. # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

ACCT. # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

ACCT. # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

INVOICE # \_\_\_\_\_ NET AMOUNT \$ \_\_\_\_\_

DATE POSTED \_\_\_\_\_

# CHANGE ORDER

No. 3

DATE OF ISSUANCE July 18, 2025

EFFECTIVE DATE July 18, 2025

OWNER Hamblen County – Morristown Solid Waste Commission

CONTRACTOR East Tennessee Turf and Landscape

Contract: Class I Phase 3 Expansion

Project: Landfill Expsnsion

OWNER's Contract No. N/A

ENGINEER's Contract No. HBC316

ENGINEER LDA Engineering

You are directed to make the following changes in the Contract Documents.

Description: Adjust the quantity for Bid Item #36 (Add 254,384 cu yd @ \$11.85/ cu yd = \$3,014,450.40)

Reason for Change Order: Update contract to reflect overage in required cut.

Attachments: (List documents supporting change): N/A

## CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 15,376,406.50

Net Increase (Decrease) from previous Change Orders

No. 1 to No. 2

\$ 98,000.00

Contract Price prior to this Change Order

\$ 15,474,406.50

Net Increase (decrease) of this Change Order

\$ 3,014,450.40

Contract Price with all approved Change Orders

\$ 18,488,856.90

## CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: 240

Ready for final payment: 270

(days)

Net changes from previous Change Orders No. 1 to No. 2 :

Substantial Completion: 282

Ready for final payment: 282

(days)

Contract Times prior to this Change Order

Substantial Completion: 522

Ready for final payment: 552

(days)

Net Increase (decrease) of this Change Order

Substantial Completion: -0-

Ready for final payment: -0-

(days)

Contract Times with this Change Order

Substantial Completion: 522

Ready for final payment: 552

(days or dates)

RECOMMENDED:

BY: Steve Bostic  
ENGINEER (Authorized Signature)

DATE: May 16, 2025

APPROVED:

BY: \_\_\_\_\_  
OWNER (Authorized Signature)

DATE: \_\_\_\_\_

ACCEPTED:

BY: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

DATE: \_\_\_\_\_

# Stowers



Herman Demmink  
| hdemmink@stowerscat.com

Stowers Machinery Corporation  
6301 Old Rutledge Pike, Knoxville, Tennessee 37924  
www.stowerscat.com

Date

04/09/2025

Proposal ID

#00026421

### Prepared For

Hamblen Co-Mtown Solid Waste Dennis Barnes  
3849 Sublett Rd (423) 353-2807  
Morristown, TN 37813 dbarnes@hcmsw.org

## Machine Configuration

6568213 - D6 20C LGP DCA2  
6508443 - REGIONAL PACKAGE - AM-N  
6246808 - CONFIG ARR 20C, LUC  
6227130 - WASTE HANDLING ARR, PUSHARM  
6305365 - FINAL DRIVE, 82", GRD  
6228364 - ENGINE, LUC, THERMAL SHIELD  
6027269 - PRECLEANER, WITH SCREEN  
6185977 - OIL CHANGE SYSTEM, HIGH SPEED  
6222092 - UNDERCARRIAGE, HDXL, WASTE  
6163011 - TRACK, 30" ES TRAP HDXL, CTWS  
6240027 - HYDRAULICS, PUSHARM  
4645460 - CONTROL, RIPPER/WINCH  
6163576 - FAN, REVERSING  
6027741 - ALTERNATOR, 150 AMP, DUCTED  
6296226 - WATER JACKET HEATER, 120V  
6120656 - CAB, HIGH DEBRIS  
6214240 - LIGHTS, 12, LED, PREMIUM PUSHARM  
5609088 - SEAT, HEATED + VENTILATED  
6212024 - FLOOR, CAB, QUICK ACCESS  
6199954 - AIR CONDITIONING, QUICK DISC  
6216694 - PRECLEANER, CAB POWERED  
6271568 - PREMIUM CORP RADIO (12V)  
6395023 - REAR CAMERA  
5943513 - ASSIST W/ARO  
6083257 - JOYSTICK, ARO/GRADE, PA  
5947762 - DOZER CTL, ARO/GRADE, PA  
6194080 - PROD LINK, PLE643/PLE743 RADIO  
6191834 - FUEL TANK, FAST FILL, READY  
4717279 - GUARD, BTM, SEALED, HD, PUSHARM  
5056705 - GRAB HANDLES, HD, PUSHARM  
6373333 - ENCLOSURE, ENGINE, PUSHARM  
6301397 - STRIKER BOX  
6241119 - 6SU LGP BULLDOZER, GUARDED  
5663144 - CYLINDER LINES, PUSHARM  
4727307 - BLADE, 6SU LGP, WASTE  
5624900 - 6SU XW PUSHARM  
6245032 - FLUIDS, STD OIL  
3825934 - ENGINE COOLANT, STD (-37C)  
5893554 - LIGHT, BEACON  
6117487 - CTWS + MSS RECEIVER, BLE  
4757084 - GUARD, FUEL TANK, FAST FILL  
6281719 - GUARD, LIGHTS, PREMIUM, PA  
5116789 - SEALS, HIGH DEBRIS

Description	List Price	Disc %	Disc \$	Amount
D6 20C LGP DCA2	\$736,390.00	25.50%	-\$187,779.45	\$548,610.55
60 MONTH / 5000 HOUR GOVERNMENT PREMIER WARRANTY	-	-	-	\$10,580.00
Dealer Prep	-	-	-	\$5,000.00
FQS Fire Suppression	-	-	-	\$16,500.00

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

CROSSVILLE  
931.456.6543

SEVIERVILLE  
865.595.3750

TRI-CITIES  
423.323.0400



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STOWERS MACHINERY CORPORATION



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**Total: \$580,690.55**  
Plus applicable taxes & fees\*

### Additional Information

**Priced under SWC2525 Highway & Heavy Equip**  
**Contract Number: 000000000000000000072872**

### Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

EAST KNOXVILLE  
865.546.1414

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HAMBLÉN COUNTY-MORRISTOWN SOLID WASTE DISPOSAL SYSTEM

Promissory Note

\$590,000

\_\_\_\_\_, 2025

Hamblen County-Morristown Solid Waste Disposal System (the "Board"), for value received, hereby promises to pay to City of Morristown, Tennessee (the "City"), or assigns, the principal sum of Five Hundred Ninety Thousand Dollars (\$590,000) with interest on the said principal sum, from the date hereof, until said principal sum shall be paid at the rate set forth in the attached amortization schedule, and to the extent permitted by law, interest on overdue installments of such payments due under the Loan Agreement. All principal and interest payments in the amounts set forth hereinbefore shall be made to the Finance Director of the City of Morristown, Tennessee in the amounts and on the dates on which said payments are due.

Payments shall be made in lawful money of the United States of America in immediately available funds on the date payment is due, at the office of the Finance Director of the City of Morristown, Tennessee, or such other place as the Finance Director of the City may designate in writing.

The Board may only prepay this Note with the prior written consent of the City.

In case an Event of Default, as defined in the Loan Agreement, shall occur, the principal of and interest on this Note may be declared immediately due and payable as provided in the Loan Agreement. This Note shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Board has caused this Note to be executed in its name by its Chairman all as of the date first above written.

HAMBLÉN COUNTY-MORRISTOWN SOLID  
WASTE DISPOSAL BOARD

By: \_\_\_\_\_  
Chairman of the Board

Amortization Schedule for Note

47677137.1

**RESOLUTION AUTHORIZING EXECUTION OF A LOAN AGREEMENT AND A PROMISSORY NOTE RELATING TO A LOAN BY CITY OF MORRISTOWN, TENNESSEE OF THE PROCEEDS OF THE CITY'S GENERAL OBLIGATION CAPITAL OUTLAY NOTE IN AN AMOUNT NOT TO EXCEED \$600,000 TO FINANCE THE IMPROVEMENTS TO THE SOLID WASTE SYSTEM**

WHEREAS, pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq., the City of Morristown, Tennessee (the "City"), and the County of Hamblen, Tennessee (the "County") entered into a Solid Waste Disposal System Agreement dated as of July 26, 1988, which agreement has been previously amended (as amended, the "System Agreement"), for the purpose of consolidating their separate landfills into a joint solid waste disposal system designated therein as the Hamblen County-Morristown Solid Waste Disposal System (the "System") and providing for the control, operation, maintenance and improvement of the System by a Board appointed by the City and the County (the "Board");

WHEREAS, the City has agreed to finance the cost of improvements to the System (the "Project"); and

WHEREAS, in order to provide such financing, the City intends to issue its general obligation capital outlay note in an principal amount not to exceed \$600,000 (the "City Note"); and

WHEREAS, the City will loan the proceeds of the City Note to the Board pursuant to a Loan Agreement, between the City and the Board to be dated as of the date of the issuance of the City Note (the "Loan Agreement"), which loan will be evidenced by a Promissory Note of the Board dated as of the date of the Loan Agreement (the "Promissory Note"); and

WHEREAS, the Board has previously entered into similar loan agreements and promissory notes with the City and the County and the forms of the Loan Agreement and Promissory Note will be consistent with such prior agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF HAMBLEN COUNTY-MORRISTOWN SOLID WASTE SYSTEM, AS FOLLOWS:

1. Loan Agreement and Promissory Note. The Chairman of the Board, the Manager of the System or any other officer of the Board is hereby authorized and directed to execute and deliver the Loan Agreements and the Promissory Note to the City and to pledge the revenues of the System to the payment of the Promissory Note. Any of such officers are hereby authorized to execute and deliver the Loan Agreement and the Promissory Note in a form consistent with existing loan agreements and notes of the Board, with such omissions, changes, completions and insertions that are in conformity with this resolution as may be negotiated and approved by such officer, his or her execution to constitute conclusive evidence of their approval of the terms thereof. Such officers of the Board are also authorized to execute such documents as are necessary or appropriate to establish the priority of the lien on the revenues of the System, with the intent of the Board that such lien be on parity with the lien securing all outstanding notes from the Board in favor of the City or the County.

2. Additional Acts; Effective Date. All other acts of the Board and the officers and employees of the Board which are in conformity with the purposes and intent of this resolution and in

furtherance of the financing of the Project are hereby approved and confirmed. This resolution shall take effect immediately.

I, Stephanie Clonce, Secretary of the Board of the Hamblen County-Morristown Solid Waste System, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board duly called and held on July 18, 2025, and that such resolution has not been amended or repealed.

WITNESS my hand this \_\_ day of July, 2025.

\_\_\_\_\_  
Title: Secretary

47675848.1

**LOAN AGREEMENT  
(SOLID WASTE DISPOSAL SYSTEM)**

This Loan Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025, between City of Morristown, Tennessee (the “City”), and the Board of the Hamblen County-Morristown Solid Waste Disposal System (the “Board”);

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq., the County and the City of Morristown, Tennessee (the “City”) entered into a Solid Waste Disposal System Agreement, dated July 26, 1988, which agreement has previously been amended (as amended, the “System Agreement”), for the purpose of consolidating their separate landfills into a joint solid waste disposal system designated therein as the Hamblen County-Morristown Solid Waste Disposal System (the “System”) and providing for the control, operation, maintenance and improvement of the System by the Board, which is appointed by the City and the County; and

WHEREAS, the City is issuing its general obligation capital outlay note (the “City Note”) in a principal amount of \$590,000 and intends to loan the proceeds of the City Note to the Board to finance, in whole or in part, the acquisition, construction, improvement, expansion and/or equipping of garbage collection and disposal facilities (the “Project”); and

WHEREAS, in order to provide for the terms of such loan, the Board and the City desire to enter into this Loan Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

**ARTICLE 1.  
DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1. Definitions. All words and terms defined in the Loan Resolution shall have the same meanings in this Loan Agreement. In addition, the following words and terms shall have the following meanings unless the context otherwise requires:

“Board” shall mean the Board appointed by the County and the City under the System Agreement, its successors and assigns.

“City” shall mean the City of Morristown, Tennessee.

“City Note” shall mean the City's General Obligation Capital Outlay Note, Series 2025, being issued as of the date hereof, issued to finance the cost of the Project.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and reference herein to any specific provision of the Code shall be deemed to include any successor provision of such provision of the Code.

“County” shall mean Hamblen County, Tennessee.

“Current Expenses” shall mean the reasonable and necessary cost of operating, maintaining, and repairing the System, including salaries, wages, cost of materials and supplies, insurance and audits, but shall exclude depreciation, replacements and payments due under this Loan Agreement.

“Event of Default” shall mean any of the events enumerated in Section 8.1.

“Fiscal Year” shall mean the year ending June 30 or such other fiscal year as selected by the Board.

“Gross Revenues” shall mean the gross income and revenues of the System from all sources, including investment income.

“Interlocal Act” shall mean the Interlocal Cooperation Act, Tennessee Code Annotated Section 12-9-101 et seq.

“Loan Agreement” shall mean this Loan Agreement between the County and the Board, including any amendments hereto as herein permitted.

“Mayor” shall mean the individual occupying the office of the Mayor of City of Morristown, Tennessee.

“Net Proceeds”, when used with respect to any insurance recovery or condemnation award with respect to the Board, shall mean the gross proceeds from such insurance recovery or condemnation award less payment of attorneys' fees, fees and expenses and all other expenses properly incurred in the collection of such gross proceeds.

“Net Revenues” shall mean Gross Revenues less Current Expenses.

“Note” shall mean the Promissory Note of the Board in the principal amount of \$590,000 dated as of the date hereof, in the form attached hereto as Exhibit A, issued pursuant hereto and delivered to the City as consideration for the loan of the proceeds of the Note, and any amendment or supplement thereto or substitution therefor.

“Project” shall mean the acquisition, construction, improvement, expansion and/or equipping of garbage collection and disposal facilities.

“System Agreement” shall mean the Solid Waste Disposal System Agreement dated July 26, 1988 between the County and the City, as amended, and as it may be further supplemented and amended.

Section 1.2. Rules of Construction. The following rules shall apply to the construction of this Loan Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Loan Agreement.

(c) The headings herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement nor shall they affect its meaning, construction or effect.

## ARTICLE 2. REPRESENTATIONS

Section 2.1. Representations by Board. The Board makes the following representations as the basis for its undertakings hereunder:

(a) The System is a joint undertaking duly formed under the Inter-local Act and the System Agreement; the Board has the power to enter into this Loan Agreement and the Note and the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder; and by proper Board action has duly authorized the execution and delivery of this Loan Agreement and the Note and the performance of its obligations hereunder and thereunder.

(b) The execution and delivery of this Loan Agreement and the Note, the performance by the Board of its obligations hereunder and thereunder and the consummation of the transactions contemplated herein and therein are within the powers of the Board and will not (1) conflict with or constitute a breach of the System Agreement, (2) constitute a default under any agreement or other instrument to which the Board is a party or by which it is bound or (3) result in a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Board or the property of the System.

(c) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Board pending or, to the knowledge of the Board, threatened in which any liability of the Board is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Board or that would affect the equipping or operation of the Project or the System, the validity of this Loan Agreement or the Note or the performance of the Board's obligations thereunder.

## ARTICLE 3. FINANCING OF PROJECT

Section 3.1. Loan of Proceeds. The City hereby agrees to lend the proceeds of the City Note to pay costs of the Project as such costs are incurred. As funds are needed to pay costs of the Project, the Board shall submit requests for disbursements to the City for the payment of such costs together with evidence of such costs. The Board acknowledges that the City is paying costs of issuance of the City Note on the date hereof which shall be deemed an advance under this Loan Agreement for the benefit of the Board.

Section 3.2. Agreement to Acquire and Maintain Licenses and Permits. The Board agrees to obtain and maintain all licenses, permits, and consents required for the Project.

## ARTICLE 4. PAYMENTS ON NOTE

Section 4.1. Amounts Payable. The Board covenants to make all payments on the Note, as and when the same become due, on the dates and in the amounts provided therein, which shall be sufficient to pay the principal of and interest on the Note. If on any payment date, Net Revenues of the Board are insufficient to pay the City, the Board shall immediately notify the Mayor in writing of such deficiency. Such deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made on the subsequent payment dates.

Section 4.2. Default in Payments. If the Board should fail to make payments required hereunder, the Board shall, to the extent permitted by law, pay interest with respect to such payments at a rate equal to the highest coupon rate on the Note.

Section 4.3. Obligations of Board Unconditional. The obligation of the Board to make the payments on the Note and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the City. Subject to prepayment of the Note in full as provided therein, the Board shall not suspend or discontinue any such payment on the Note or hereunder or fail to observe and perform any of its other covenants, conditions and agreements hereunder for any cause, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title to any part or all of the Project, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Project, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the City to observe and perform any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Loan Agreement. Notwithstanding the foregoing, the Board's obligations hereunder shall be payable solely from and be secured by a pledge of the Net Revenues to be derived from the operation of the System secured by such Net Revenues. The Board hereby irrevocably pledges the Net Revenues of the System to the City, to secure its obligations to make payments hereunder and under the Note.

## ARTICLE 5. MAINTENANCE, CHARGES AND INSURANCE

Section 5.1. Use of Assets, Maintenance and Modification. The Board shall use, maintain and operate all of its assets, or cause them to be used, maintained and operated, in good repair, in accordance with all applicable laws, rules and regulations, subject to ordinary wear and tear and obsolescence. The Board may make modifications, replacements and renewals of and to its assets as the Board shall deem necessary or desirable and that do not adversely affect the overall value of such assets, provided that all such additions, modifications or improvements comply with all applicable Federal, state and local codes. Such acquisitions and replacements shall be made in accordance with the terms of the System Agreement.

Section 5.2. Other Governmental Charges, Utility Charges. The Board shall pay as the same become due all utility and other charges incurred in the operation, maintenance, use and occupancy of the System and all assessments and charges lawfully made by any governmental body for public improvements to the Project. The Board may allow to exist any indebtedness for any such tax, assessment, charge, levy or claim, provided any such tax, assessment, charge, levy or claim is being contested in good faith by appropriate proceedings and the Board shall have established and maintained adequate reserves for the payment of the same.

Section 5.3. Board to Furnish Proof of Payment of Insurance. The Board shall maintain adequate insurance on all of its assets and shall furnish the Mayor, upon request, proof of payment of any taxes, governmental charges, utility charges, insurance premiums or other charges required to be paid by the Board. The Board shall maintain reasonable and prudent liability insurance, considering the nature of its services.

ARTICLE 6.  
DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Parties to Give Notice. In case of any material damage to or destruction of any part of the System, the Board shall give prompt notice thereof to the Mayor. In case of a taking of all or any part of the Board or any right therein under the exercise of the power of eminent domain or any loss thereof because of failure of title thereto or the commencement of any proceedings or negotiations which might result in such a taking or loss, the Board shall give prompt notice to the Mayor. Each such notice shall describe generally the nature and extent of such damage, destruction, taking, loss, proceeding or negotiations. The County and the City shall participate in such proceedings and negotiations to the extent of their interests in the System under the System Agreement.

Section 6.2. Damage and Destruction. Unless the Board prepays the Note, if before payment of the City's obligations under the Note all or any part of the System is destroyed or damaged by fire or other casualty, the Board shall be obligated to continue to make payments required under the Note and shall promptly replace, repair, rebuild or restore the property damaged or destroyed to substantially its same condition as prior to such damage or destruction, with such alterations and additions as the Board may determine and as will not impair the capacity or character of the System for the purpose for which it is then being used or is intended to be used. The Board shall apply so much as may be necessary of the Net Proceeds of insurance received by it on account of such damage or destruction to payment of the cost of such replacement, repair, rebuilding or restoration, either on completion thereof or as the work progresses. If such Net Proceeds shall not be sufficient to pay in full the cost of such replacement, repair, rebuilding or restoration, the Board shall, with the assistance of the City under the System Agreement, pay so much of the cost thereof as may be in excess of such Net Proceeds. The Board shall not by reason of the payment of such excess cost be entitled to any abatement or diminution of the amount payable under this Loan Agreement or the Note. Any balance of such Net Proceeds remaining after payment of the cost of such replacement, repair, rebuilding or restoration shall be paid to the Board.

Section 6.3. Condemnation and Loss of Title. Unless the Board terminates this Loan Agreement and prepays the Note pursuant to Article 9 hereof, if before payment of the City's obligations under the Note title to or the temporary use of all or any part of the Project shall be taken under the exercise of the power of eminent domain, the Board shall be obligated to continue to make the payments required under the Note. The City and the Board shall cause the Net Proceeds from any such condemnation award to be applied to the restoration of the portions of the System affected by the taking to substantially its same condition as prior to the exercise of such power of eminent domain with such repairs and replacements as the Board may determine and as will not impair the capacity or character of the Project for the purpose for which it is then being used or is intended to be used. Any balance of such Net Proceeds remaining after payment of the cost of such restoration or acquisition shall be paid by the City to the Board.

ARTICLE 7.  
SPECIAL COVENANTS

Section 7.1. Inspection of Project. The Mayor and his duly authorized agents shall have the right at all reasonable times to enter upon any part of the Board and the System and to examine and inspect the same as may be reasonably necessary for the proper maintenance of the Board and the System provided for in Section 3.2 or in the event of failure of the Board to perform its obligations hereunder, and the Mayor and duly authorized agents shall also have the right at all reasonable times to examine the books and records of the Board.

Section 7.2. Financial Records and Statements. The Board shall maintain proper books of record and account, in which full and correct entries shall be made in accordance with generally accepted accounting principles, of all its business and affairs.

Section 7.3. Financial Statements and Audits. In order to determine reasonable compliance with the terms of this Loan Agreement, the Board shall cause annual audits of the operations of the System to be performed by independent auditors.

Section 7.4. Rate Covenant. Prior to the commencement of each Fiscal Year, the Board will prepare a budget, which shall include an estimate of the revenues and expenditures for the Fiscal Year next succeeding, based on rates and fees then in effect, and adjust such rates and fees to the extent necessary to produce Net Revenues for the next succeeding Fiscal Year equal to not less than 1.10 times the amount of principal and interest payable during the next succeeding Fiscal Year on all indebtedness of the Board.

Section 7.5. Tax Exemption. Without the prior written consent of the City, the Board shall not take any action that would adversely affect the exemption of interest on any Note from gross income for purposes of federal income taxation. In furtherance of the foregoing, the Board shall charge fees for the use of the System to private parties that are uniformly applied, based upon volume or similar criteria, and will not negotiate or enter into any contract with any user of the System that is not a governmental entity with respect to specially negotiated rates or with respect to any priority as to the use the System.

## ARTICLE 8. EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Event of Default Defined. Each of the following events shall be an Event of Default:

- (a) Failure of the Board to make any payment on the Note when the same becomes due and payable;
- (b) Failure of the Board to observe and perform any of its other payments, covenants, conditions or agreements under this Loan Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, given by the Mayor to the Board; or
- (c) Any warranty, representation, covenant or other statement by or on behalf of the Board contained in this Loan Agreement or in any instrument furnished in connection with the execution and delivery of the Note was false or misleading in any material respect at the time it was made or delivered or has been breached by the Board, whether or not within the control of the Board.

Section 8.2. Remedies on Default. Whenever an Event of Default shall have happened the Mayor on behalf of the City may:

- (a) Declare all payments hereunder or on the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due or to enforce observance or performance of any covenant, condition or agreement of the Board under this Loan Agreement or the Note or protect the assets of the Board for the benefit of the City;

(c) Terminate any further action under this Loan Agreement and may, at its option, declare all payments on the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;

(d) Inspect, examine and make copies of, the books, records and accounts of the Board pertaining to the Project.

In addition, the City, by its agents or attorneys, may itself or through a receiver enter into and take possession of the System and all funds and assets of the System and the Board and all books and records, papers and accounts of the Board pertaining thereto and to hold, operate and manage the same and forthwith exercise all rights, powers and franchises of the Board in respect thereof make any repairs, replacements or improvements deemed necessary or desirable by the City, collect the earnings, rents, revenues, profits and income therefrom, and collect, receive and sequester the revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the City, its agents and counsel, and any charges of the City hereunder, and pay any Net Revenues of the System to the payment of the Note.

No action taken pursuant to this section (including termination of the terms of this Loan Agreement) shall relieve the Board from its obligations pursuant to Section 4.1 hereof. The Mayor shall give notice to the Board and to the City of the exercise of any of the rights or remedies under this Section.

Any balance of the moneys collected pursuant to action taken under this section remaining after payment of all costs and expenses of collection (including attorneys' fees) and amounts due hereunder shall be paid to the City, provided that after payment of the Note any such balance shall be paid to the Board.

Section 8.3. No Remedy Exclusive. No remedy set forth in Section 8.2 is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article 8, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Loan Agreement.

Section 8.4. Attorneys' Fees and Other Expenses. The Board shall, within ten days after written demand, pay to the City the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of payments due on the Note or the enforcement of any other obligation of the Board upon an Event of Default.

Section 8.5. No Additional Waiver Implied by One Waiver. If either party or its assignee waives a default by the other party under any covenant, condition or agreement herein, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE 9.  
PREPAYMENT OF NOTE

Section 9.1. Option to Prepay Note in Certain Events. The Board shall prepay the Note only with the prior written approval of the City and on such terms as are acceptable to the City.

ARTICLE 10.  
MISCELLANEOUS

Section 10.1. Notices, etc. Unless otherwise provided herein, all demands, notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Board to the Manager, Hamblen County-Morristown Solid Waste Disposal System, 3849 Sublett Road, Morristown, Tennessee 37813, and (b) if to the City, County Mayor, Hamblen County, 511 West Second Street, Morristown, Tennessee 37814. The Board and the City may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 10.2. Amendments to Loan Agreement and Note. Neither this Loan Agreement nor the Note shall be amended or supplemented and no substitution shall be made for the Note subsequent to the delivery of the Note, without the consent of the Mayor, as such officer may succeed to office, from time to time.

Section 10.3. Successors and Assigns. This Loan Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Board cannot assign any rights hereunder without the express consent of the City.

Section 10.4. Severability. If any provision of this Loan Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 10.5. Applicable Law. This Loan Agreement shall be governed by the applicable laws of the State of Tennessee.

[signatures begin on following page]

IN WITNESS WHEREOF, the City and the Board have caused this Loan Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF MORRISTOWN, TENNESSEE

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

Attest:

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

HAMBLLEN COUNTY-MORRISTOWN SOLID  
WASTE DISPOSAL BOARD

By: \_\_\_\_\_  
Chairman of the Board

**Stephanie Clonce**

---

**From:** Andrew Ellard <aellard@mymorristown.com>  
**Sent:** Wednesday, July 2, 2025 9:06 AM  
**To:** Rush Thomas  
**Cc:** Amy Hemminger; Dennis Barnes; Stephanie Clonce  
**Subject:** Debt on Bulldozer

Tom,

I just wanted to give a quick update that City Council approved the resolution yesterday to allow us to proceed with the Capital Outlay Note on the bulldozer. It was presented that the solid waste board would make a final determination at its July 18 meeting, and that this was just one of the finance options to be considered. Chris Bessler will be creating a resolution for the board to vote on (should you opt to go this route). I imagine that he and I will just need to know as soon as the meeting is over – if we aren't already there – whether to run with it or not.

Thank you,  
Andrew Ellard



**Andrew Ellard, CMFO**  
City Administrator  
423.585.4603

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# CUMBERLAND SECURITIES

## DEBT SERVICE

### City of Morristown, Tennessee \$590,000 Capital Outlay Note, Series 2025

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2026			9,839.89	9,839.89	
06/30/2026					9,839.89
08/01/2026	75,000.00	3.950%	11,652.50	86,652.50	
02/01/2027			10,171.25	10,171.25	
06/30/2027					96,823.75
08/01/2027	78,000.00	3.950%	10,171.25	88,171.25	
02/01/2028			8,630.75	8,630.75	
06/30/2028					96,802.00
08/01/2028	81,000.00	3.950%	8,630.75	89,630.75	
02/01/2029			7,031.00	7,031.00	
06/30/2029					96,661.75
08/01/2029	84,000.00	3.950%	7,031.00	91,031.00	
02/01/2030			5,372.00	5,372.00	
06/30/2030					96,403.00
08/01/2030	87,000.00	3.950%	5,372.00	92,372.00	
02/01/2031			3,653.75	3,653.75	
06/30/2031					96,025.75
08/01/2031	91,000.00	3.950%	3,653.75	94,653.75	
02/01/2032			1,856.50	1,856.50	
06/30/2032					96,510.25
08/01/2032	94,000.00	3.950%	1,856.50	95,856.50	
06/30/2033					95,856.50
	590,000.00		94,922.89	684,922.89	

### Date Structure

Date	08/29/2025
First Coupon Date	02/01/2026

### Yield Statistics

Average Coupon	3.9500000%
Weighted Average Maturity	4.073
True Interest Cost (TIC)	3.9506830%



# CUMBERLAND SECURITIES

## SOURCES AND USES OF FUNDS

### City of Morristown, Tennessee \$590,000 Capital Outlay Note, Series 2025

Dated Date	08/29/2025
Delivery Date	08/29/2025

#### Sources:

Bond Proceeds:	
Par Amount	590,000.00
	590,000.00

#### Uses:

Project Fund Deposits:	
Project Fund	580,690.55
Delivery Date Expenses:	
Cost of Issuance	9,309.45
	590,000.00



# CUMBERLAND SECURITIES

## COST OF ISSUANCE

City of Morristown, Tennessee  
\$590,000 Capital Outlay Note, Series 2025

Cost of Issuance	\$/1000	Amount
Municipal Advisor	5.93220	3,500.00
Bond Counsel	4.23729	2,500.00
Bank Counsel	5.08475	3,000.00
Miscellaneous	0.52449	309.45
	15.77873	9,309.45

**HAMBLEN-MORRISTOWN SOLID WASTE  
2025-2026 BUDGET (approved 6/20/25)**

	<u>Operating</u>	<u>Capital</u>	<u>Debt Service</u>	<u>Total</u>
<b>REVENUE</b>				
43110 TIPPING FEES	2,128,000	-	-	2,128,000
43120 TIPPING FEES - CAPITAL	-	477,833		477,833
43130 TIPPING FEES - DEBT SERVICE	-		1,245,833	1,245,833
43140 TIRE DISPOSAL REVENUE	100,000	-	-	100,000
43150 TIRE DISPOSAL GRANT	85,000	-	-	85,000
44110 INTEREST EARNED	40,000	-	-	40,000
44120 INTEREST EARNED - CAPITAL	-	40,000	-	40,000
44125 INTEREST EARNED - DEBT SERVICE	-	-	80,000	80,000
44130 SALE OF MATERIALS & SUPPLIES	10,000	-	-	10,000
44520 RENT	13,000	-	-	13,000
<b>TOTAL REVENUE</b>	2,376,000	517,833	1,325,833	4,219,666
<b>OPERATING EXPENDITURES</b>				
105 SUPERVISOR/DIRECTOR	90,000	-	-	90,000
149 LABORERS (9 full-time)	392,000	-	-	392,000
187 OVERTIME PAY	55,000	-	-	55,000
191 BOARD AND COMMITTEE MEMBERS FEES	19,200	-	-	19,200
201 SOCIAL SECURITY	41,677	-	-	41,677
204 STATE RETIREMENT	27,240	-	-	27,240
205 EMPLOYEE AND DEPENDENT INSURANCE	164,000	-	-	164,000
302 ADVERTISING	1,000	-	-	1,000
305 AUDIT SERVICES	18,500	-	-	18,500
307 COMMUNICATION (PHONE/INTERNET)	6,500	-	-	6,500
321 ENGINEERING FEES - MEETINGS/ MISC DESIGN/CONSULTING	60,000	-	-	60,000
322 ENGINEERING FEES - SAMPLING/LAB/REPORTING	158,720	-	-	158,720
323 CONSULTING	10,000	-	-	10,000
332 LEGAL NOTICES, RECORDING & COURT COSTS	2,000	-	-	2,000

**HAMBLLEN-MORRISTOWN SOLID WASTE  
2025-2026 BUDGET (approved 6/20/25)**

	<u>Operating</u>	<u>Capital</u>	<u>Debt Service</u>	<u>Total</u>
335 MAINTENANCE AND REPAIR - SHOP	6,000	-	-	6,000
336 MAINTENANCE AND REPAIR - EQUIPMENT	100,000	-	-	100,000
337 MAINTENANCE AND REPAIR - OFFICE	2,500	-	-	2,500
338 MAINTENANCE AND REPAIR - VEHICLES	2,500	-	-	2,500
340 MAINTENANCE AND REPAIR - SCALES	5,000	-	-	5,000
348 POSTAL CHARGES	2,000	-	-	2,000
349 PRINTING, STATIONERY AND FORMS	2,000	-	-	2,000
351 RENTALS	10,000	-	-	10,000
355 TRAVEL/TRAINING	5,000	-	-	5,000
356 SUPERVISOR/DIRECTOR CAR ALLOWANCE	7,800	-	-	7,800
361 PERMITS	30,000	-	-	30,000
399 OTHER CONTRACTED SERVICES	18,000	-	-	18,000
400 COMPUTER/IT SERVICES	16,000	-	-	16,000
409 CRUSHED STONE/SLAG	125,000	-	-	125,000
412 DIESEL FUEL	120,000	-	-	120,000
415 ELECTRICITY	17,000	-	-	17,000
420 PREVENTIVE MAINTENANCE CONTRACTS	21,000	-	-	21,000
421 EROSION CONTROL	1,000	-	-	1,000
425 GASOLINE	6,200	-	-	6,200
435 OFFICE SUPPLIES	8,000	-	-	8,000
436 CREDIT CARD PROCESSING FEES	10,000	-	-	10,000
446 SMALL TOOLS	1,000	-	-	1,000
450 TIRES AND TUBES	10,000	-	-	10,000
451 UNIFORMS	6,500	-	-	6,500
454 WATER/SEWER/STORM WATER	60,000	-	-	60,000
506 LIABILITY INSURANCE	90,103	-	-	90,103

**HAMBLEN-MORRISTOWN SOLID WASTE**  
**2025-2026 BUDGET (approved 6/20/25)**

	<u>Operating</u>	<u>Capital</u>	<u>Debt Service</u>	<u>Total</u>
511 VEHICLE AND EQUIPMENT INSURANCE	23,644	-	-	23,644

**HAMBLEN-MORRISTOWN SOLID WASTE  
2025-2026 BUDGET (approved 6/20/25)**

	<u>Operating</u>	<u>Capital</u>	<u>Debt Service</u>	<u>Total</u>
513 WORKMAN'S COMPENSATION INSURANCE	9,264	-	-	9,264
514 CYBER INSURANCE	3,500	-	-	3,500
599 OTHER CHARGES/MISCELLANEOUS	2,000	-	-	2,000
606 SURCHARGE - STATE OF TENNESSEE	65,000	-	-	65,000
650 RECYCLING COSTS	31,200	-	-	31,200
652 LANDFILL MAINTENANCE	5,500	-	-	5,500
653 TIRE RECYCLING FEES	15,000	-	-	15,000
654 LEGAL/ACCOUNTING FEES	55,000	-	-	55,000
<b>TOTAL OPERATING EXPENDITURES</b>	1,938,548	-	-	1,938,548
<b>656 DEBT INTEREST EXPENSE</b>	-	-	598,500	598,500
<b>700 DEBT SERVICE</b>	-	-	505,000	505,000
<b>705 SHREDDER INTEREST/PRINCIPAL</b>	-	-	205,220	205,220
<b>CAPITAL EXPENDITURES</b>				
ENGINEERING FEES - LANDFILL EXPANSION	-	50,000	-	50,000
EXPANSION CONSTRUCTION QUALITY ASSURANCE	-	400,000	-	400,000
CAT D6 20C DOZER	-	120,000	-	120,000
<b>TOTAL CAPITAL EXPENDITURES</b>	-	570,000	-	570,000
<b>TOTAL EXPENDITURES</b>	1,938,548	570,000	803,720	3,817,268
<b>INCREASE (DECREASE) IN NET POSITION</b>	437,452	(52,167)	522,113	402,398



JASON E. MUMPOWER  
*Comptroller*

July 2, 2025

Ms. Stephanie Clonce  
Office Manager  
Hamblen County/Morristown Solid Waste  
3849 Sublett Road  
Morristown, Tennessee 37813

Dear Ms. Clonce:

We have reviewed the statement that your office provided in compliance with Section 4-30-103, *Tennessee Code Annotated*. We appreciate your cooperation and wish you success with this technology.

While this statement is a requirement of the Local Government Electronic Technology Act, the filing of this statement does not constitute an approval of this technology by our office. The statement allows us to keep abreast of the technologies that are being implemented by local government officials. The procedures associated with this technology will be subject to audit.

If you need to contact our office, please call 615-747-8806 or email [Elisha.Crowell@cot.tn.gov](mailto:Elisha.Crowell@cot.tn.gov). You may also send a response to this letter to the Tennessee Comptroller of the Treasury, Division of Local Government Audit, 225 Dr. Martin Luther King, Jr. Drive, Lowell Thomas State Office Building, Tower A, Suite 405, Jackson, Tennessee 38301.

Sincerely,

A handwritten signature in black ink that reads "Elisha Crowell".

Elisha Crowell, CISA, CFE, IS Audit Manager

Hamblen County/Morristown Solid Waste  
Electronic Business System  
Effective July 1, 2025

**ACH payment option**

**Description**

Hamblen County/Morristown Solid Waste office will be activating the ACH/DEBIT payment option for receipt of customer payments and disbursement of vendor payments.

If ACH/Debit payment is preferred, customer payments will credit our bank account via the payment option selected with First Horizon Bank software. This will not change the normal invoicing process used for customers up to the point of receiving payment.

Selected vendor payments will debit our bank account with First Horizon Bank software. This will not change the normal bill payment process used for vendor payments up to the point of creating disbursement. For vendor payments to be paid electronically, an ACH file will be created which will be uploaded through a secure portal to First Horizon Bank that currently processes direct deposits for payroll. The bank's software will assign each disbursement its own number in the form of a remittance number, which will appear on the General Ledger as the transaction number.

**Policies, Procedures, & Controls for Vendor ACH Payments**

For vendor payments, ACH payments will be handled exactly as disbursements made by check - the payment register will be used as a pre-disbursal listing to check that each bill assigned to each vendor has been properly entered and assigned. This pre-disbursal procedure will happen concurrently with the similar process that is used for physical check payments currently. The payment register procedure will be completed by an employee who was not involved in either the input of the vendor bills nor the "printing" of the disbursements. Any errors found relating to ACH payments will be voided within the system, reissued, and a new ACH file will be created; all will be completed prior to submission to the bank for final disbursement.

### **Drafting Customer Bank Accounts**

This is to notify you of our plan to accept electronic funds transfer for payment on customer accounts via ACH/DEBIT which will credit our bank account. The customer will be given several options in choosing how they would like to set up their payment information through the First Horizon Bank website in order for us to have the authority to process the transaction. First Horizon Bank will be our banking software source for the ACH transaction, and we will be using QuickBooks software for our department's system receipting. We will use First Horizon Bank's cash management system (the same system that has been used by Hamblen County/Morristown Solid Waste for payroll transactions for many years and is a safe and secure gateway to handle sensitive data). The Hamblen County/Morristown Solid Waste office staff will have a separate cash management login that will allow for the required building and initiating capabilities. This service will be offered within the current resources of the office.

### **Implementation Cost**

Activation of the ACH payment option within the software will add no additional costs to the Hamblen County/Morristown Solid Waste office. The banking fee associated with ACH payments are expected to be substantially lower than the current costs associated with mailing checks: postage, envelopes, check stock, etc.

### **Implementation Timeline**

Hamblen County/Morristown Solid Waste office plans to implement this process on July 1, 2025, or as soon as approved by its Board and the Tennessee Comptroller of the Treasury.

**4-30-103. Use of current electronic technology — Filing of plan before implementing new electronic technology — Contents of plan. —**

Local governments are encouraged to use current electronic technology to perform the business functions of their offices. Prior to any local government implementing new electronic technology associated with the disbursement of public funds, purchasing or the sale of local government assets or the collection of various taxes, fines, fees or payments, the local government shall file a plan with the comptroller of the treasury for comments. The plan shall be filed at least thirty (30) days prior to implementation. The plan shall contain the following information:

- (1) A description of the business process and the technology to be utilized;
- (2) A description of the policies and procedures related to the implementation of the electronic technology;
- (3) Documentation of internal controls that will ensure the integrity of the business process; and
- (4) The estimated implementation cost and a statement as to whether the implementation of the new electronic technology will be implemented within the existing operating resources of the office or indicate prior approval of the governing body if additional operating resources are needed.

[Acts 2009, ch. 96, § 1.]

**Compiler's Notes.** Former chapter 30, §§ 4-30-101 — 4-30-107 (Acts 1977, ch. 475, §§ 1-4; T.C.A., §§ 4-3001 — 4-3007), concerning the governmental study and reorganization commission, became obsolete on January 15, 1981, pursuant to the terms of former § 4-30-106, which provided for the termination of the commission on that date.

**Effective Dates.** Acts 2009, ch. 96, § 2. April 27, 2009.



JASON E. MUMPOWER  
*Comptroller*

July 11, 2025

Ms. Stephanie Clonce  
Office Manager  
Hamblen County/Morristown Solid Waste  
3849 Sublett Road  
Morristown, Tennessee 37813

Dear Ms. Clonce:

We have received your pre-implementation statement regarding your office's collection of online payments. Your letter satisfies the provisions of the Uniform Electronic Transaction Act (UETA), Section 47-10-119, Tennessee Code Annotated. We appreciate your cooperation and wish you success.

While the pre-implementation and post-implementation statements are a requirement of the UETA legislation, the filing of these statements does not constitute an approval of any application by our office. The statements allow us to keep abreast of the applications that are being implemented by county officials as well as how well those applications are functioning after deployment. These applications will be subject to audit.

We look forward to receiving the post-implementation statement for this application. That statement should be filed with our office within 12 to 18 months of the date that your pre-implementation statement was submitted.

If you need to contact our office, please call 615-747-8806 or email [Elisha.Crowell@cot.tn.gov](mailto:Elisha.Crowell@cot.tn.gov). You may also send a response to this letter to the Tennessee Comptroller of the Treasury, Division of Local Government Audit, 225 Dr. Martin Luther King, Jr. Drive, Lowell Thomas State Office Building, Tower A, Suite 405, Jackson, Tennessee 38301.

Sincerely,

A handwritten signature in black ink that reads "Elisha Crowell".

Elisha Crowell, CISA, CFE, IS Audit Manager

**Hamblen County/Morristown Solid Waste  
Electronic Business System Policy  
Pre-Implementation Statement  
Effective July 1, 2025**

In accordance with Section 47-10-119, the Tennessee Code Annotated, the Hamblen County/Morristown Solid Waste submits a pre-implementation statement to accept credit/debit cards and e/checks via the internet through First Horizon Bank, which has their own Electronic Bill Payment product (it is not outsourced or provided by a third party).

1. PDS Consulting cloud-based software system using, Elavon credit card system and QuickBooks for payment processing.
2. Policies and procedures are as follows:
  - Customers can pay at the Hamblen County/Morristown Solid Waste office by credit/debit card, cash, or check.
  - Customers can make a payment by e/check through First Horizon Bank.
  - The Hamblen County/Morristown Solid Waste Office Manager or Director will download the payments every day from First Horizon Bank and process in the QuickBooks system as received.
  - There are three signers, on account of which two of them will have to go into the First Horizon Bank system to approve sending checks before they will process.
3. Internal controls are provided by PDS Consulting. Hamblen County/Morristown Solid Waste does not store or have access to any credit card information on the PDS Consulting system, it is a cloud-based software system.
4. The Hamblen County/Morristown Solid Waste Office, Office Manager is responsible for daily downloading of the online transactions. In the event of her absence the Director will be sharing this responsibility.
5. Hamblen County/Morristown Solid Waste will be issuing checks for payment to various vendors and receiving payments from customers through the First Horizon Bank account. Our account requires two signatures to send the checks out for payment.
6. Credit card processing software is provided by Elavon. Elavon charges 3% for using credit cards.
7. Benefits of this system will be a convenience for the customer and an eventual relief of workload using electronic payment rather than payment in person or via U.S. Mail.

Our auditors Clearpoint CPA highly recommend using this electronic system instead of paper.

**47-10-119. Filing of pre-implementation statement and post-implementation review. —**

(a) Any local governmental public official including, but not limited to, officials of counties, municipalities, utility districts, other local governmental entities and those offices enumerated under § 8-22-101, implementing an electronic business system that provides for the sending and receiving of electronic records that contain electronic signatures and/or authorizations shall file a statement with the comptroller of the treasury at least thirty (30) days prior to offering such service. The statement shall contain the following information:

- (1) A description of the computer hardware and software to be utilized;
- (2) A description of the policies and procedures related to the implementation of the system;
- (3) Documentation of the internal controls that will ensure the integrity of the system;
- (4) A description of the local governmental public official's personnel who will be responsible for the implementation of the system;
- (5) A description of the types of records and transactions to be electronically communicated, as well as a description of the transaction and/or record authorization process including a description of any electronic signatures to be used;
- (6) The estimated cost of the system including development and implementation costs; and
- (7) The expected benefits and/or the estimated cost savings, if any, of conducting business by electronic means.

(b) A local governmental public official who implements an electronic business system shall provide to the comptroller of the treasury a post-implementation review of the system between twelve (12) and eighteen (18) months after the date a statement described in this section has been filed with the comptroller. The review shall include:

- (1) An assessment of the system by the local governmental public official;
- (2) Responses from a survey of users of the system; and
- (3) Any recommendations for improvements to the electronic business system.

[Acts 2001, ch. 72, § 19.]

**Compiler's Notes.** Acts 2001, ch. 72, § 27, provides that the provisions of that act become effective

on April 11, 2001 for purposes of the information systems council establishing standards and procedures.

**Section to Section References.** This section is referred to in § 4-3-5508.