

June 2, 2014

The City Council met in a special called meeting on June 2, 2014 at 9:00 a.m. Mayor Aikens and the following Councilmen were present. Henline, Hines, Johnson, Shields, Simpson, and Wampler. James K. Scott and James W. Wilburn III. were also present.

Consideration of City Council adopting an Ordinance authorizing the City of Lenoir City's Agreement with Priority Ambulance Service as the preferred ambulance provider in the City of Lenoir City for E-911 Dispatch calls. City Attorney, James Scott, addressed the Mayor and City Council regarding the frivolous allegations filed in the Complaint by Rural/Metro of Tennessee, L.P. The City denied that there was ever in existence a valid contractual agreement that legally bound the Municipality of Lenoir City and Rural/Metro of Tennessee where contractual privities existed. The City of Lenoir City was never a party to that agreement nor bound by agreement. Further, based upon said lack of contractual obligations between Lenoir City and Rural Metro, Lenoir City is free to choose an ambulance service that best protects the health, welfare and wellbeing of its citizens.

It is admitted that the City of Lenoir City became aware of a contract between Rural/Metro and Fort Loudoun Medical Center on or about the time the City, was served with this lawsuit. Prior to that time, the existence of an actual contract between the Rural/Metro and Fort Loudoun Medical Center was unknown. It is further averred that the City of Lenoir City did not intend to interfere with the referenced unknown contract and that the contract submitted by Rural Metro is one that is "terminable at will". Action was authorized by the City Council for Lenoir City to engage in a "nonmonetary contract" with Priority Ambulance Service. It is otherwise provided by the City's Charter in Article II, Sec. 10 that expressly gives the Powers of City Council which States: Sec. 10 "To exercise full and complete control of streets, avenues, alleys, and all thoroughfares" This provision expressly authorizes the City to control its streets, avenues, alleys, and all thoroughfares for the well being, health, and safety of its citizens without requisite passage for ordinance in this instance. This is simply a lawful exercise in power the City was authorized to engage in that cost that cost the City of Lenoir City no money. In order to appropriately sustain a claim for interferences with business relationships, the plaintiff must allege and demonstrate:

- (1) The City had knowledge of that relationship in contract and not "mere awareness"
- (2) The City intended to cause the breach of contract; and
- (3) The City had an improper motive or means to interfere with the contract.

To properly do so, Rural/Metro must allege that Lenoir City maliciously intended to induce a breach of any alleged contract relationship between Counter-Plaintiff and Rural/Metro that it was aware of no such allegation was made. Further, it is denied that Article XI, Section 14 was violated as this was a matter that did not involve purchasing, bidding, or money.

After discussion, a motion was made by Simpson seconded by Wampler to adopt an ordinance authorizing the City of Lenoir City's Agreement with Priority Ambulance Service as the preferred ambulance provider in the City of Lenoir City for E-911 Dispatch calls. The following vote was recorded: Henline, Hines, Johnson, Shields, Simpson, and Wampler voting **AYE**.

A motion was made by Hines seconded by Henline to approve the recommendation regarding going out for Request for Qualifications for architectural firm for the City Hall Renovation Project at the Suntrust Bank Building. The following vote was recorded: Henline, Hines, Johnson, Shields, Simpson, and Wampler voting **AYE**.

A motion was made by Henline seconded by Shields to adjourn the June 2, 2014 Special Called Meeting. The following vote was recorded: Henline, Hines, Shields, Simpson, and Wampler voting **AYE**. Johnson voted No. Motion carried.