

R E S O L U T I O N

WHEREAS, since the last regular meeting of the Board of Mayor and Aldermen of the Town of Spring Hill, held on July 15, 1985, Saturn Corporation, a Division of General Motors, made its momentous announcement that it would locate its plant near the City Limits of Spring Hill, Tennessee; and

WHEREAS, the resulting construction and production will impact immediately and immensely on the Town of Spring Hill; and

WHEREAS, as a result thereof the Mayor of the Town of Spring Hill has been required to take certain actions since the last meeting, all for the benefit and in behalf of the Town of Spring Hill;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the following actions taken by George C. Jones, the Mayor of the Town of Spring Hill, since the last regular meeting of the Board, are hereby ratified, confirmed and approved and his authority to act in these capacities is hereby authorized, to-wit:

1. The execution of a contract with the Local Planning Office, Department of Economic and Community Development, engaging the services of Ron Cooper of the Local Planning Office of the Department of Economic and Community Development as an advisor on a part-time basis, a copy of which is attached hereto.

2. The giving of notice to the County Executive of Maury County, Tennessee of the notice of the intent on the part of the Town of Spring Hill to exercise its zoning jurisdiction

and authority within the Spring Hill Planning Region, a copy of which is also attached hereto.

3. The execution of the notice of intent by William H. Slattery, the Chairman of the Spring Hill Municipal Regional Planning Commission, as required by statute, is also hereby authorized, ratified, confirmed and approved.

Passed and adopted this 16 day of August, 1985.


MAYOR


RECORDER

An Agreement Between The
LOCAL PLANNING OFFICE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
and

Spring Hill, Tennessee

PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This AGREEMENT, made and entered into this 6th day of August, 1985, by and between the Local Planning Office, an agency of the State of Tennessee, and Spring Hill, Tennessee.

WHEREAS, the Tennessee Code Annotated, Title 4, Chapter 3, Part 7, provides that: the Local Planning Office shall advise and cooperate with municipal, county, regional and other local planning commissions within the state, for the purpose of promoting coordination between the state and local plans and development; may upon the request of the county commission of any county or board of aldermen, or commissioners, or other chief legislative body of any municipality or other political subdivision, make a study and report upon any planning problem of said county or city submitted to it; and may agree with any such commission, board or body as to the amount to be paid to the Office for such services; and

WHEREAS, the Board of Mayor and Aldermen, hereinafter referred to as the chief legislative body, hereby requests the Local Planning Office to provide planning advisory services, and agrees to appropriate the necessary funds for these services.

NOW, THEREFORE, in the consideration of the foregoing, the parties agree as follows:

- I. During the twelve month period beginning August 6, 1985 and ending August 5, 1986, the Local Planning Office agrees to furnish the services of a regional office, including specially trained planning advisors who will confer with the local planning commission and other local officials with respect to all phases of the comprehensive planning program. This service will include but not be limited to the following activities:

Attendance at planning commission meetings; advice and assistance to administrators of zoning and subdivision regulations; advice and assistance in planning for the Community Development Block Grant Program and in coordinating that program with the locality's comprehensive planning program; advice and assistance to local housing authorities in coordinating housing programs with the comprehensive planning program; advice, assistance and coordination of projects with the U. S. Corps of Engineers, Soil Conservation Service and Tennessee Valley Authority on flood studies and flood control structures; advice and assistance on all matters relating to state, federal and regional programs which impact planning for the locality; other types of planning assistance consistent with the planning program design of the locality and the overall program design of the Local Planning Office.

Assistance in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.

Assist in the preparation and/or review of the long range work program of the planning commission; recommend the preparation of planning studies and documents; apply in behalf of the locality for federal and other planning funds to assist in financing the preparation of eligible studies and documents, and to prepare these studies and documents contingent on the availability of federal funds, the relative priority rating of the locality and the long-range work program of the agency.

- II. For the purpose of providing a portion of the funds necessary to carry out the provisions of this agreement, IT IS AGREED that the chief legislative body will pay to the Local Planning Office the sum of \$1,443.00 annually, in quarterly installments of \$360.75, due and payable on the first day of each quarter.
- III. Either party may terminate this agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date herein specified. Upon termination of the agreement as herein provided, the obligation of the Local Planning Office to conduct and carry on the program described in I shall forthwith cease, the financial obligation of the chief legislative body as described in II shall likewise cease, and in the event of prepayment by the chief legislative body, the Local Planning Office shall determine, by prorating, the amount which shall be refunded.

IV. This agreement may be extended for subsequent periods of one year by mutual consent of both parties.

V. In all matters relating to the performance of this agreement, the Commissioner shall act for the Local Planning Office, and the Mayor shall act for the Town of Spring Hill, Tennessee.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their representatives thereunto duly authorized, as of the day and year first above written.

For the DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT,
LOCAL PLANNING OFFICE

By: _____,
Commissioner

For the Town of Spring Hill, Tennessee.

By: George Jones _____ Mayor
(Title)

August 9, 1985

Hon. Taylor Rayburn
Maury County Executive
Maury County Courthouse
Columbia, Tennessee

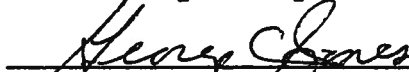
Dear Judge Rayburn:

After consultation with Will Dale, Jr., County Attorney, and pursuant to §13-7-303 of Tennessee Code Annotated, we, George C. Jones, the Mayor of the Town of Spring Hill, and William H. Slattery, the Chairman of the Spring Hill Regional Planning Commission, hereby give notice that the Town of Spring Hill intends to adopt a Regional Zoning Ordinance covering territory outside the municipality of Spring Hill. The area in which the Town of Spring Hill intends to establish by ordinance zones and districts is the entire Spring Hill Planning Region, which is bounded generally on the North by the Williamson County Line, on the East by a line 1000 feet East of and parallel to Interstate Highway 65, on the West by a line 1000 feet West of and parallel to the Carters Creek Pike and on the South by the jurisdiction of the proposed extension of the Columbia Regional Planning Commission and the Rutherford Creek Planning Commission.

It is our request that the Maury County Commission waive the six months' notice requirement provided in §§13-7-302 and 13-7-303 of the Tennessee Code. Upon the adoption of a resolution by the County Commission waiving this six months' notice and requesting the Town of Spring Hill to proceed along the lines set forth in this letter, the Board of Mayor and Aldermen will proceed accordingly.

It is our understanding that at such time as the Maury County Commission adopts a zoning ordinance affecting the area within the Spring Hill Planning Region outside of the Town of Spring Hill, and has provided for the administration and enforcement thereof, as provided in §13-7-306 of the Tennessee Code, that the proposed action of the Board of Mayor and Aldermen of the Town of Spring Hill in zoning the entire Spring Hill Planning Region will automatically be superseded and repealed.

Yours very truly,



George C. Jones, Mayor of the Town
of Spring Hill

William H. Slattery, Chairman of the
Spring Hill Regional Planning
Commission