

RESOLUTION 09-78

A RESOLUTION AUTHORIZING THE CITY OF SPRING HILL MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR REIMBURSEMENT OF ROAD CONSTRUCTION WORK FOR THE LONGVIEW PARKS AND RECREATION FACILITY

WHEREAS, both the City of Spring Hill ("City") and Williamson County ("County") are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to Tennessee Code Annotated, Section 12-9-104; and

WHEREAS, City and County executed an interlocal agreement to cooperate in the cost and construction of the recently completed Longview Parks and Recreation Facility ("Facility"); and

WHEREAS, the original interlocal agreement provided that the City would reimburse the County in one lump payment for the cost of constructing and access road to the Facility; and

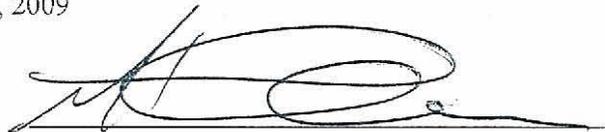
WHEREAS, the parties desire to enter into an interlocal agreement which will revise the City's obligation of making one lump sum payment, to obligating the City to make five (5) annual payments at an interest rate of 4.563% to the County; and

WHEREAS, to redefine the City's obligations in the payment of the amount owed to the County, the parties desire to execute the attached Interlocal Agreement; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen has determined that it is in the interest of the citizens of Spring Hill to authorize the Mayor to execute the attached Interlocal Agreement for the repayment of \$221,650.00 with above stated interest; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen hereby authorizes the Mayor to execute the attached Interlocal Agreement and all other documents with Williamson County, for the repayment of \$221,650.00 with interest.

Passed and adopted this 21st day of September, 2009



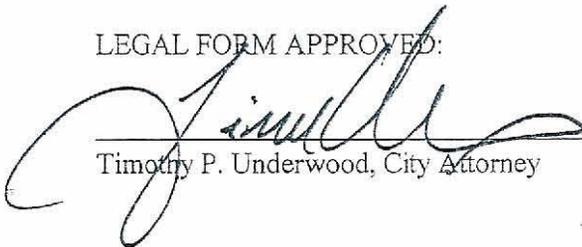
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney

Resolution No. 9-09-20
Requested by City of Spring Hill;

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF SPRING HILL FOR REIMBURSEMENT OF ROAD CONSTRUCTION WORK FOR THE LONGVIEW PARKS AND RECREATION FACILITY

- WHEREAS, both Williamson County, ("County"), and the City of Spring Hill, ("City"), are governmental entities of the State of Tennessee and as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*;
- WHEREAS, County and City executed an interlocal agreement to cooperate in the cost and construction of the recently completed Longview Parks and Recreation Facility ("Facility");
- WHEREAS, the original interlocal agreement provided that the City would reimburse the County in one lump payment for the cost of constructing an access road to the Facility;
- WHEREAS, the parties desire to enter into an interlocal agreement which will revise the City's obligation of making one lump sum to obligating the City to make 5 annual payments at an interest rate of 4.563% to the County;
- WHEREAS, to redefine the City's obligations in the payment of the amount owed to the County, the parties desire to execute the attached Interlocal Agreement; and
- WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute the attached Interlocal Agreement for the repayment of \$221,650.00 with interest.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of September, 2009, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Spring Hill to redefine the rights, obligations and responsibilities of the parties in the payment of \$221,650.00 with interest.

Clyde Lynch
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Commission Action Taken For 23 Against 0 Pass: Out

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF SPRING HILL FOR THE REIMBURSEMENT FOR THE CONSTRUCTION
OF A ROAD TO ACCESS THE LONGVIEW RECREATIONAL CENTER**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064 and CITY OF SPRING HILL, TENNESSEE, ("City"), located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to establish the terms and responsibilities of the parties for the reimbursement of costs to construct a road to the Longview Parks and Recreation Facility.

RECITALS

WHEREAS, Williamson County and the City of Spring Hill have the authority, pursuant to T.C.A. §12-9-104, to enter into interlocal agreements;

WHEREAS, the County and the City executed an interlocal agreement which defined the financial obligations of each party concerning the Longview Parks and Recreation Facility ("Facility");

WHEREAS, to provide access to the Facility, the parties agreed to cooperate in the pavement of a road;

WHEREAS, the parties agreed that Williamson County would bid the road construction project out and that Spring Hill would compensate Williamson County for the cost of the construction which amounted to \$221,650.00; and

WHEREAS, County has agreed to receive the amount owed by the City in five annual payments at an interest rate of 4.563%.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. **Purpose of Agreement.** The purpose of this Interlocal Agreement is to revise the method of payment the City is obligated to make to the County. The County and the City previously executed an interlocal agreement for the joint cooperation in the construction of the Longview Parks and Recreation Facility within the city limits of Spring Hill. The original interlocal agreement provided that the City would reimburse the County \$221,650.00 for the construction of an access road to the Facility in one lump payment. Since execution of the original interlocal agreement, the parties have agreed to repayment of the loan in 5 annual payments at 4.563% interest. The payment terms are contained in the Promissory Note, and the payment schedule is attached as Attachment A and made a part of this Interlocal Agreement.

II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. **Repayment of Road Construction Costs.** The City agrees to execute the attached Promissory Note which will set forth the repayment obligations of the City. The City agrees to make the payments, including interest. Failure to make any payment as provided in this Interlocal Agreement and/or the Promissory Note will constitute a breach by the City and the County may seek all remedies available to it under applicable laws.

IV. **Term.** The term of this Agreement will begin on the date this Agreement is signed by all required parties. The parties contemplate that the Agreement term will begin on or about the 1st day of August, 2009 (beginning date). The initial term will be for a period of five years. The parties may agree to extend the Agreement by written agreement.

V. General Terms.

1. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

2. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: WILLIAMSON COUNTY, TENNESSEE
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064

CITY: CITY OF SPRING HILL
P.O. Box 789
199 City Center Parkway
Spring Hill, TN 37174

3. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

4. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

5. **Assignment.** The rights and obligations of this Agreement are not assignable.

6. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

7. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

8. **Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

9. **Remedies.** Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

10. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

11. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

12. **Compliance with Laws.** The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF SPRINGHILL

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Spring Hill City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

Attachment A

Loan Summary

Loan Amount: \$221,650.00
Interest Rate: 4.563%
Payment Type: 5 Annual payments
Payment Amount: \$50,578.69

Payment Schedule

Payment Amount	Principal	Interest	Loan Balance
			\$221,650.00
1. \$50,578.69	\$40,464.80	\$10,113.89	\$181,185.20
2. \$50,578.69	\$42,311.21	\$8,267.48	\$138,873.99
3. \$50,578.69	\$44,241.87	\$6,336.82	\$94,632.12
4. \$50,578.69	\$46,260.63	\$4,318.06	\$48,371.49
5. \$50,578.68	\$48,371.49	\$2,207.19	\$0.00

PROMISSORY NOTE

BORROWER: City of Spring Hill, Tennessee
LENDER: Williamson County, Tennessee
AMOUNT: \$221,650.00.00
INTEREST RATE: 4.563%
DATE: August 1, 2009

FOR VALUE RECEIVED, the undersigned, CITY OF SPRING HILL, TENNESSEE, a political subdivision of the State of Tennessee, located at P.O. Box 789, 199 Town Center Parkway, Spring Hill, Tennessee, 37174 (herein called the "Company") (herein collectively called the "Borrower") promise to pay to the order of WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, (herein called the "Lender") in lawful money of the United States of America, at 1320 West Main Street, Franklin, Tennessee, 37064, or at any other location as Lender desires, so long as Lender provides notice to Borrower of the change in location, the sum of \$221,650.00 (herein called the "Principal") at the interest rate of 4.563%, payable as follows:

Borrower shall pay Principal in full no later than July 31, 2014.

Beginning on July 1, 2010 and ending on July 31, 2014, Borrower will pay to the Lender an annual payment of \$50,578.69 no later than July 31 of each year for five years.

Final payment on the Note shall be no later than July 31, 2014, with said payment in the amount of \$50,578.68 (herein referred to as the "Final Payment")

This loan is made by Lender to Borrower in connection with the cost of constructing an ingress egress to the Longview Parks and Recreation Facility and subject to the Interlocal Agreement executed by the Parties, and other related documents.

Principal under this Note may be prepaid at any time without premium or other prepayment charge.

Lender will apply each installment payment first to pay Interest, then to pay any fees, and then to Principal.

The remedies of the Lender as provided herein or in the Interlocal Agreement shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefore shall arise. No act or omission of the Lender, including specifically any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

Time is of the essence of this Note. Where used herein, the singular shall refer to the plural, the plural to the singular, and the masculine and feminine shall refer to any gender.

The laws of the State of Tennessee (without giving effect to its conflict of laws principles) exclusively govern all matters arising out of or relating to this Agreement (including, without limitation, its interpretation, construction, performance, and enforcement). The parties agree that the Williamson County Courts, State of Tennessee, will be the exclusive forum in which to adjudicate any dispute arising under this Agreement.

In the event it becomes necessary to enforce this Agreement through an attorney, or by the institution of litigation, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs, incurred by it in undertaking such action, including court costs, out of pocket expenditures, reasonable attorney fees, professional fees and other litigation expenses through all appellate levels and in bankruptcy court, and the non-prevailing party agrees to pay all such expenses. This provision shall survive the expiration or termination of this Agreement.

The provisions hereof shall be binding upon the parties, their heirs, legal representatives, successors and assigns. The provisions hereof are severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, this instrument has been executed and made effective on the day and year first written above.

BORROWER:

City of Spring Hill, Tennessee

By: _____



WILLIAMSON COUNTY

David L. Coleman
Budget & Purchasing Director
1320 West Main Street, Suite #130
Franklin, Tennessee 37064
(615) 790-5703

May 28, 2009

Mr. James H. Smith
Interim City Administrator
Spring Hill City Hall
P. O. Box 789
Spring Hill, TN 37174

RE: Longview Recreation Center, Cost of the
Commonwealth Drive Extension \$221,650

Dear Jim:

After discussing this project with Mayor Rogers Anderson, I would like to propose the following option for Spring Hill's repayment of these costs to Williamson County.

We would offer a plan for payment over five years at an interest rate of 4.563% (net interest costs on original bonds). The note could be dated July 2009 with the first payment due July 2010.

If you are agreeable to this proposal, please let me know and we will have our attorney draw up the necessary documents.

Sincerely,

David L. Coleman
Budget Director

DLC/rm

xc: Rogers C. Anderson, County Mayor
Doug Hood, Director, Parks & Recreation