

RESOLUTION 10-112

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR MAYOR TO NEGOTIATE AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY AND THE TOWN OF THOMPSON'S STATION TO DEFINE EACH PARTY'S FINANCIAL RESPONSIBILITIES IN THE TOTAL COST FOR AN INTERCHANGE JUSTIFICATION STUDY AND PROVIDE INTENT TO FUND REIMBURSEMENT NOT TO EXCEED \$40,000 TO WILLIAMSON COUNTY FOR THE CITY OF SPRING HILL'S PORTION OF THE TOTAL COST TO COMPLETE THIS STUDY.

WHEREAS, Williamson County, ("Williamson County"), the City of Spring Hill, ("Spring Hill"), and the Town of Thompson's Station, ("Thompson's Station") are all governmental entities of the State of Tennessee and, as such, are authorized to enter into an Interlocal Agreement pursuant to Tennessee Code Annotated § 12-9-104; and

WHEREAS, the Spring Hill and Thompson's Station governing bodies adopted a joint resolution in February and March 2010 to express their intent to coordinate their comprehensive plans and to request the Nashville Area Metropolitan Planning Organization ("MPO") to include in the Regional Transportation Plan the construction of an interchange off of Interstate 65 at the earliest planning year; and

WHEREAS, in order for the proposed interchange to be constructed, it must first be endorsed by the MPO and included in its long range Regional Transportation Plan; and

WHEREAS, to urge the MPO to include an interchange project in its Regional Transportation Plan, the parties desire to obtain an Interchange Justification Study to show the need for an interchange off of Interstate 65 at or between Thompson's Station Road East and Duplex Road; and

WHEREAS, Spring Hill and Thompson's Station have requested Williamson County's assistance in completing an Interchange Justification Study to determine whether the construction of an interchange off of Interstate 65 would relieve traffic congestion experienced in the southern portion of Williamson County; and

WHEREAS, the governing body of Williamson County adopted a resolution in October 2010 to authorize the Williamson County Mayor to enter into a contract with Wilbur Smith Associates for an Interchange Justification Study conditioned on Spring Hill and Thompson's Station executing an Interlocal Agreement with Williamson County to define each party's financial responsibilities in the total cost for an Interchange Justification Study and to reimburse Williamson County for each party's share of the total cost to obtain the study; and

WHEREAS, an estimate for completion of the Interchange Justification Study by Wilbur Smith Associates has been obtained, and the total cost will be \$120,000; and

WHEREAS, the governing body of Williamson County adopted a resolution in October 2010 to authorize the expenditure of \$120,000 by Williamson County with Spring Hill and

Thompson's Station reimbursing Williamson County their share of the total cost, of up to \$100,000 as provided for in an Interlocal Agreement, prior to the execution of the contract with Wilbur Smith Associates and Williamson County Government providing a matching share not to exceed \$20,000; 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 City Administrator or Mayor to negotiate an Interlocal Agreement defining the financial obligations of the parties for the Interchange Justification Study.

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Board of Mayor and Aldermen, hereby affirms and pledges its full support to the completion of an Interchange Justification Study and expresses its intent to provide funds in an amount not to exceed \$40,000 for the purpose of providing reimbursement to Williamson County towards the completion of this study; and

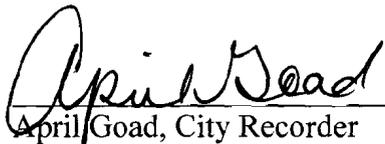
BE IT FURTHER RESOLVED, by the Spring Hill Board of Mayor and Aldermen, that the City Administrator or Mayor are authorized to negotiate an Interlocal Agreement on behalf of the City of Spring Hill with Williamson County and the Town of Thompson's Station for the purpose of defining the financial obligations of each of the parties for the completion of an Interchange Justification Study.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of November, 2010.



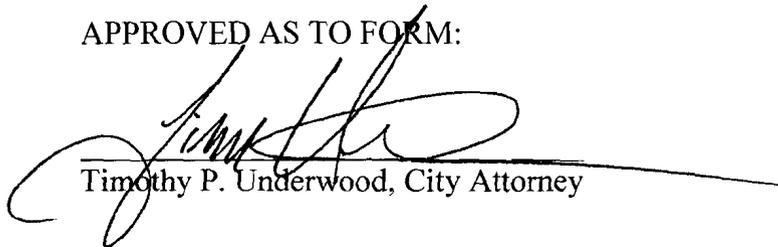
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Timothy P. Underwood, City Attorney

Zimbra**agoad@springhilltn.org**[±](#) Font size [-](#)

Check

From : Bradley F. Thompson <bthompson@wilbursmith.com>

Thu, Feb 24, 2011 02:55 PM

Subject : Check

To : agoad@springhilltn.org

April,

Don't have the "pay to" yet, but I did just save the City \$5,000. The check only needs to be for \$35,000.

Brad Thompson, AICP

Wilbur Smith Associates

Manager, Planning Services

830 Crescent Centre Drive, Suite 400

Franklin, TN 37067

(615) 771-2466

Zimbra

agoad@springhilltn.org

± Font size =

Interchange Justification Study

From : Jim Smith <jimsmith@springhilltn.org>

Thu, Feb 24, 2011 02:12 PM

Subject : Interchange Justification Study**To :** Debbie Loveless <dloveless@springhilltn.org>**Cc :** agoad@springhilltn.org, vlay <vlay@springhilltn.org>, Jim Smith <jimsmith@springhilltn.org>

Debbie,

Per Resolution 10-112, please use this email as your authorization to process a check for \$40,000 as Spring Hill's portion of this study. This should be taken out of State Street Aid funds. They check should be payable to:

Thanks,

Jim

Williamson County
Government

Jim Smith, CMFO
Finance Director &
Assistant City Administrator
City of Spring Hill
P.O. Box 789
199 Town Center Parkway
Spring Hill, TN 37174
T: 931.486.2252 x 245
F: 931.486.0516



CR# 1042

STATE STREET AID
CITY OF SPRING HILL
P. O. BOX 789
SPRING HILL, TN 37174

1042

87-811/641

DATE 2-25-11

PAY TO THE ORDER OF Williamson County Government \$ 35,000.⁰⁰

thirty five thousand + ⁰⁰/100's DOLLARS

 Security Features Details on Back.

F&M FIRST FARMERS &
MERCHANTS BANK
Member FDIC
SPRING HILL, TN 37174

James H. Smith

FOR Interchange Justification Study

Alvin Road

MP

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF SPRING HILL
FOR AN INTERCHANGE JUSTIFICATION STUDY**

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, the CITY OF SPRING HILL, ("City"), located at 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to establish the terms and financial responsibilities of the parties to obtain an interchange justification study.

RECITALS

WHEREAS, Williamson County and the City of Spring Hill are all governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

WHEREAS, the County and City previously executed an interlocal agreement to coordinate their comprehensive plans and to request the Nashville Area Metropolitan Planning Organization ("MPO") to include in the 2035 Regional Transportation Plan the construction of an interchange off of Interstate 65 at the earliest planning year;

WHEREAS, to support the request to the MPO, the County contracted for the compilation of an interchange justification study to show the need for an interchange off of Interstate 65 at or between Thompson's Station Road East and Duplex Road;

WHEREAS, the purpose of the interchange justification study is to study the current traffic conditions in the southern part of Williamson County to determine whether an interchange would improve traffic congestion; and

WHEREAS, the County has agreed to execute a contract with Volkert, Inc. to conduct the study conditioned on the City agreeing to pay to County the cost of the study and agreeing to the terms contained herein.

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 clearly define the financial obligations of all parties in obtaining an interchange justification study. The purpose of the study is to determine whether an interchange would relieve traffic congestion in the southern part of Williamson County. The County has agreed to execute an agreement with Volkert, Inc. conditioned on the City agreeing to the terms contained herein.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to 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. Payment for Study Costs. The City agrees to pay the County for the cost to obtain the interchange justification study not to exceed \$105,000.00, which shall be paid within 30 days of receiving the request for payment from the County. Each party not in breach of this Agreement shall receive a copy of the study upon its completion.

IV. Term. The term of this Agreement will begin on the date this Agreement has been approved by the required legislative bodies and is signed by all required parties. The term shall continue until the obligations of both parties are satisfied or unless this Agreement is otherwise terminated as provided herein.

V. Termination - Breach. Should either party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven (7) calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, each non breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

VI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

VII. 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 Town 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 and signed by the parties and attached hereto.

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

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

6. 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.

7. 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.

8. 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.

9. **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:

WILLIAMSON COUNTY, TENNESSEE

BY: _____

BY: _____

DATE: _____

DATE: _____

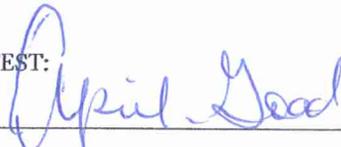
APPROVED AS TO FORM AND LEGALITY:

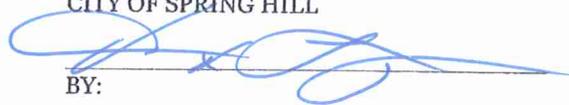


Williamson County Attorney

ATTEST:

CITY OF SPRING HILL

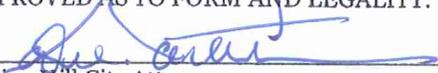
BY: 

BY: 

DATE: 6-7-16

DATE: 6/7/16

APPROVED AS TO FORM AND LEGALITY:



Spring Hill City Attorney