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RESOLUTION NO. 1777

A resolution authorizing the Metropolitan Government of Nashville and Davidson County, through the Department of Metro Water Services ("Metro"), to enter into an Interlocal Agreement with the Nolensville/College Grove Utility District of Williamson County ("District"), to transfer from Metro to District, the right to provide water service to property partially in both Williamson County and Davidson County.

WHEREAS, a single tract of land lies partially within Metro, designated as Tax Map 186, Parcel 21.00, and partially within Williamson County, designated as Tax Map 33, Page 82.00 (the entire tract referred to herein as "Property"); and,

WHEREAS, the part of the Property in Williamson County is also within the boundaries of the District; and,

WHEREAS, Metro will need to make significant improvements to its water system to adequately serve the development that is planned for the Property; and,

WHEREAS, the District currently has a 12-inch-diameter main immediately south of Burkitt Place Drive, in close vicinity to the Property; and,

WHEREAS, the parties wish for the District to provide water service to the Property in order to avoid delay and enable development; and,

WHEREAS, Tenn. Code Ann. § 12-9-108 authorizes any public agency to contract with another public agency to perform any governmental service, activity, or undertaking, including the provision of utility service, which each public agency is authorized by law to perform.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY.

Section 1. That the Interlocal Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Metro Water Services, and the Nolensville/College Grove Utility District, attached hereto as Exhibit A and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. This resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

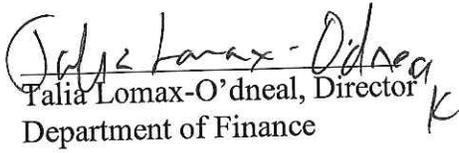


Scott A. Potter, Director
Water and Sewerage Services

INTRODUCED BY:

APPROVED AS TO THE AVAILABILITY
OF FUNDS:

Council Member(s)


Talia Lomax-O'dneal, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

AGREEMENT

This Agreement is entered into by and between the Metropolitan Government of Nashville and Davidson County (“Metro”) and Nolensville/College Grove Utility District of Williamson County, Tennessee (“the District”).

WITNESSETH :

WHEREAS, Metro is a local government organized under the Metropolitan Government Charter Act, Tenn. Code Ann. § 7-1-101, *et seq.*, with authority to provide water service;

WHEREAS, the District is a utility district organized under the Utility District Law of 1937, Tenn. Code Ann. § 7-82-101, *et seq.*, with authority to provide water service;

WHEREAS, a single tract of land lies partially within Metro, designated as Tax Map 186, Parcel 21.00, and partially within Williamson County, designated as Tax Map 33, Page 82.00 (the entire tract referred to herein as “the Property”);

WHEREAS, the part of the Property in Williamson County is also within the boundaries of the District;

WHEREAS, Metro and the District entered into an Interlocal Agreement on or about June 6, 2008, which was approved by Metro’s Council by Resolution No. RS2008-332 (“the Prior Interlocal Agreement”);

WHEREAS, the Prior Interlocal Agreement transferred from the District to Metro the right to provide water service to the part of the Property in Williamson County, designated as Tax Map 33, Page 82.00, as well as to an adjacent tract in Williamson County designated at that time as Tax Map 33, Page 82.02;

WHEREAS, Metro will need to make significant improvements to its water system to adequately serve the development that is planned for the Property;

WHEREAS, the District currently has a 12-inch-diameter main immediately south of Burkitt Place Drive, in close vicinity to the Property;

WHEREAS, the parties wish for the District to provide water service to the Property in order to avoid delay and enable development; and

WHEREAS, Tenn. Code Ann. § 12-9-108 authorizes any public agency to contract with another public agency to perform any governmental service, activity, or undertaking, including the provision of utility service, which each public agency is authorized by law to perform;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The District has the exclusive right to provide water service to the Property, both the part in Metro and the part in Williamson County. The District will provide water service to the Property in accordance with the District's rules, regulations, and policies. All fees and charges paid by developers or customers for water service to the Property, or any part thereof, will belong to the District.
2. Should the Property be subdivided, merged with another tract, or renumbered in the future, Section 1 of this Agreement will continue to govern all areas that were included in the Property at the time of execution of this Agreement.
3. Nothing in this Agreement changes the boundaries of Metro or the District.
4. This Agreement supersedes the Prior Interlocal Agreement insofar as the Prior Interlocal Agreement dealt with the Property. Otherwise, the Prior Interlocal Agreement remains unchanged and effective.
5. This Agreement constitutes the entire agreement of the parties with respect to the

subject matter herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties.

6. No third party obtains any benefits or rights to water service under this Agreement, and no connection will be made to any customer site until a proper application for water service has been made in accordance with the District's Rules and Regulations.

7. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

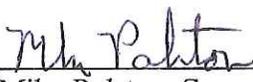
8. This Agreement may be signed in counterparts. Counterparts delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the dates shown below.

**NOLENSVILLE/COLLEGE GROVE
UTILITY DISTRICT OF
WILLIAMSON COUNTY, TENNESSEE**

By: 
Johnny Crawford, President

Date: 5/14/19

Attest: 
Mike Polston, General Manager

[Metro signature page follows.]

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON
COUNTY**

RECOMMENDED:



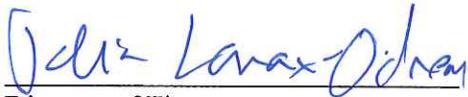
Director of Water and Sewerage Services

By:

David Briley, Mayor

Date:

APPROVED:



Director of Finance

Attest:

Metropolitan Clerk *RS2018-1777*

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney