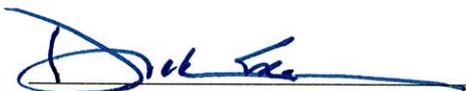


RESOLUTION NO.: 2016-18

A RESOLUTION AUTHORIZING THE TOWN MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WALDEN'S RIDGE UTILITY DISTRICT AUTHORIZING WALDEN'S RIDGE UTILITY DISTRICT TO PROVIDE WATER SERVICE TO TWO PARCELS WITHIN THE TOWN OF SIGNAL MOUNTAIN.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Mayor is authorized to enter into an Interlocal Agreement with Walden's Ridge Utility District, which is attached hereto, authorizing Walden's Ridge Utility District to provide water service to two parcels (Tax Map 1086G-D-002.03) (Tax Map 1086G-D-002.04) within the corporate limits of the Town of Signal Mountain.



Dick Gee, Mayor



Recorder

Date

Date

5-9-16

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is executed between the TOWN OF SIGNAL MOUNTAIN, TENNESSEE, a municipal corporation (hereinafter "TOWN"), and WALDEN'S RIDGE UTILITY DISTRICT, a Tennessee public utility (hereinafter "WRUD").

WITNESSETH:

WHEREAS, the TOWN and WRUD desire to provide water services to certain properties currently owned by Miles (Tax Map 1086G-D-002.03) and Yium (Tax Map 108G-D-002.04) on North Palisades Drive which is located within the Town of Signal Mountain; and

WHEREAS, WRUD has agreed to provide water services and to expand its service area to provide domestic water services and residential sprinkler supply for any structures which are located on the two (2) above referenced tax parcels within the Town of Signal Mountain; and

WHEREAS, the TOWN shall provide all other fire and inspection services to the two (2) above referenced tax parcels and any residents following any construction in the same manner as is provided to other properties within the corporate limits of the Town;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Pursuant to T.C.A. § 12-9-104, any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state, including those provided in § 6-54-307 or § 68-221-1107(b), may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly

with any public agency of any other state or the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency. The authority for joint or cooperative action of political subdivisions shall apply to powers, privileges or authority vested in, funded by, and/or under the control of their governing bodies and relative to which the governing bodies may make other types of contracts. The governing bodies of such political subdivisions shall require agreements made by their agencies pursuant to this chapter to be submitted to the governing body for approval before the agreements take effect.

2. The parties agree that it is in the best interest of the taxpayers of the TOWN and WRUD to develop and construct water services to certain properties currently owned by Miles (Tax Map 1086G-D-002.03) and Yium (Tax Map 108G-D-002.04) on North Palisades Drive which is located within the Town of Signal Mountain at the earliest available date.

3. The parties further agree that the service area of WRUD on North Palisades Drive should be expanded within the boundary of the Town because WRUD has agreed to provide water services and to expand its service area to provide domestic water services and residential sprinkler supply for any structures which are located on the two (2) above referenced tax parcels currently owned by Miles and Yium within the Town of Signal Mountain.

4. The TOWN agrees to provide all other fire, inspection, and municipal services to the two (2) above referenced tax parcels currently owned by Miles and Yium

and any future residents following any construction in the same manner as is provided to other properties within the corporate limits of the Town.

5. Following the expansion of the service area of WRUD to include the two (2) tax parcels currently owned by Miles and Yium on North Palisades Road within the boundaries of the Town, it is further agreed that WRUD, or its successors, will maintain and provide all utility and maintenance costs for these utility lines which provide domestic water services and residential sprinkler services to these properties until adequate water mains are installed to support fire hydrant services to both lots as may be required by Town Building and Fire Codes adopted by the Town Council. Any water costs for services to these properties shall be borne by the property owners within the service area of WRUD in similar manner to services provided to other areas of the Town within the WRUD water services areas.

6. Should any phrase, clause, sentence, or paragraph of this Interlocal Agreement be held invalid or unconstitutional by any Court of competent jurisdiction of the State of Tennessee or the United States of America in any manner or respect whatsoever, it shall in no way affect any or all other provisions, all of which shall remain in full force and effect.

7. The initial term of this Agreement shall be for twenty (20) years and it shall be subject to automatic extensions by the Town Council for two (2) additional twenty (20) year terms; subject to the right of either party to cancel extensions upon payment for all utilities lines provided to service these two (2) tax map parcels based upon the depreciated cost of construction at any time this Agreement is cancelled by either party. The parties

hereto agree that this Interlocal Agreement will be enforced and interpreted according to the laws of the State of Tennessee.

IN WITNESS WHEREOF, this Interlocal Agreement is executed this _____ day of _____, 2016, by and on behalf of the Town of Signal Mountain, Tennessee, by its Mayor or Town Manager, and by and on behalf of WRUD, by its General Manager.

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By: _____
DICK GEE, Mayor

STATE OF TENNESSEE :
COUNTY OF HAMILTON:

On this the ____ day of _____, 2016, before me, personally appeared DICK GEE, Mayor of the Town of Signal Mountain, Tennessee, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Mayor of the Town of Signal Mountain, Tennessee, and that he as such Mayor, being authorized to do so on behalf of said corporation, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as Mayor.

WITNESS my hand and Notarial Seal on this day and year written above.

NOTARY PUBLIC AT LARGE

My commission expires: _____

WALDEN'S RIDGE UTILITY DISTRICT

By: _____
RON WEST, General Manager

STATE OF TENNESSEE :
COUNTY OF HAMILTON:

On this the ____ day of _____, 2016, before me, personally appeared RON WEST, General Manager, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the General Manager of WRUD, and that he as such General Manager, being authorized to do so on behalf of said public utility, upon oath acknowledged that he executed the foregoing instrument for the purpose therein contained by signing his name as General Manager.

WITNESS my hand and Notarial Seal on this day and year written above.

NOTARY PUBLIC AT LARGE

My commission expires: _____