

RESOLUTION 08-14

A RESOLUTION TO ACCEPT AN INTERLOCAL AGREEMENT BETWEEN MAURY COUNTY AND THE CITY OF SPRING HILL FOR PARTICIPATION IN THE PROCESS TO COMPLETE A COMPREHENSIVE PLAN FOR MAURY COUNTY AND THE CITIES OF COLUMBIA, MT. PLEASANT, AND SPRING HILL, TERMS AS FOLLOWS:

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between MAURY COUNTY, TENNESSEE (“County”), a political subdivision of the State of Tennessee, located at the Courthouse, Columbia, Tennessee, 38401 and the CITY OF SPRING HILL (“City”), located at 199 Town Center Parkway, Spring Hill, Tennessee, 37174, to establish the terms and costs for the City’s participation and inclusion in the Comprehensive Plan for Maury County and cities of Columbia, Mt. Pleasant, and Spring Hill.

RECITALS

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

WHEREAS, Maury County, Tennessee has contracted with outside consultants to conduct a comprehensive planning process which will result in a Comprehensive Plan for Maury County and cities of Columbia, Mt. Pleasant, and Spring Hill; and

WHEREAS, the consultant’s fee for the completion of the Comprehensive Plan is \$148,500; and

WHEREAS, the fee attributed to the completion of that portion of the Plan related to the City of Spring Hill is \$5,000; and

WHEREAS, County and City have determined it to be in the best interest of the parties respective citizens to enter into this interlocal agreement;

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

1. **Payment:**

In consideration of the benefits derived from the City’s participation in preparation of the Comprehensive Plan for Maury County and cities of Columbia, Mt. Pleasant, and Spring Hill, the City will remit payment of \$5,000 to the County on July 1, 2008. This payment will be the City’s complete and total share of the \$148,500 contract the County has with the consultant to complete the Comprehensive Plan.

2. **Management and Representation:**

Management of the plan is under the auspices of the Maury County Comprehensive Plan Steering Committee. This Steering Committee has, and will continue to have, two elected officials representing each party (County and City) participating in the cost of producing the Plan. Additionally, others are appointed, by majority vote of

those already serving, to represent the many stakeholders' interests in the County and City. Decisions of the Steering Committee will be based on vote of the majority.

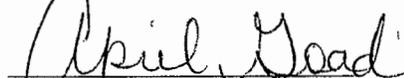
3. Termination:

The County has negotiated and signed a contract with consultants in the amount of \$148,500 for completion of the Comprehensive Plan for Maury County and cities of Columbia, Mt. Pleasant, and Spring Hill. Accordingly, termination of such contractual obligation is at discretion of the County in accordance with provision of that contract. The City, not being a party to the contract with the consultant, has no legal obligation for or ability to terminate such contract. Payment made by the City to the County for participation in the Comprehensive Plan is not subject to refund unless and until the County terminates its contract with the consultant. Any such refund would be reduced by the City's pro-rata share of cost incurred prior to termination.

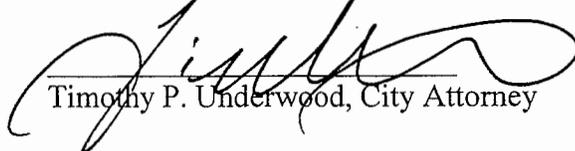
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of April, 2008.


Danny M. Leverette, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Timothy P. Underwood, City Attorney