

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

Resolution 14-02

**A RESOLUTION TO ENTER INTO AND AMEND AN INTERLOCAL AGREEMENT
AND PROMISSORY WITH WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the Town of Nolensville and Williamson County have periodically entered into joint ventures to provide residents of Nolensville exceptional assets and services; and,

WHEREAS, the residents of Nolensville has shown immense desire to have a Recreation Center located in the Town of Nolensville; and,

WHEREAS, to continue joint cooperation with Williamson County the Town passed Resolution 12-12, on August 2, 2012, to acknowledge its wishes that the Town of Nolensville desires to proceed in a joint venture to renovate the former Nolensville Elementary School, located at 7250 Nolensville Road, into a Recreation Center facility; and,

WHEREAS, the Town of Nolensville passed Resolution 12-20, on November 1, 2012, authorizing a \$500,000 matching payment with Williamson County to initiate the renovation of the facility; and,

WHEREAS, the Williamson County Commissioners approved a Resolution in October 2012 to enter into an Interlocal Agreement with the Town stating the total cost of \$5,000,000 with each being obligated to \$2,500,000; and,

WHEREAS, further outlined in the Interlocal Agreement the County has agreed to finance \$2,000,000 remaining through a promissory note; and,

WHEREAS, upon receipt of the bids for the renovation project, the cost exceeded \$5,000,000 in the amount of \$650,000 due to flood prevention measures being reflected; and,

WHEREAS, in the spirit of the joint venture and agreeing this is a safety issue, the Town will absorb half of the cost at \$325,000; and,

WHEREAS, in January 2014, Williamson County Commissioners will review an amendment to the Interlocal Agreement approved by this entity in October 2012; and,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN
OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:**

Section 1: The Mayor is authorized to enter into an Interlocal Agreement referenced by Williamson County as K#12-164.

Section 2: The Mayor is authorized to enter into a promissory note referenced with a Bond Date 11/20/13.

Section 3: The Mayor is authorized to enter into an amendment to the Interlocal Agreement.

Section 4: The Interlocal Agreement, the Promissory Note, and the amendment to the Interlocal Agreement are attached and made part of this resolution.

RESOLVED this 9th day of January 2014

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

DRAFT

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE TOWN OF NOLENSVILLE FOR THE RENOVATION OF THE OLD NOLENSVILLE
SCHOOL AND REIMBURSEMENT FOR THE RENOVATION**

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 the TOWN OF NOLENSVILLE, TENNESSEE, ("Town"), located at 7218 Nolensville Road, P.O. Box 547, Nolensville, Tennessee, 37135, to establish the terms and responsibilities of the parties for the reimbursement of costs to renovate the old Nolensville School to a Parks and Recreation facility.

RECITALS

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

WHEREAS, the County owns a facility in Nolensville that was previously used as an elementary school located at 7250 Nolensville Road, ("Facility");

WHEREAS, the parties desire to renovate the Facility to be used as a Williamson County Parks and Recreation facility;

WHEREAS, the Town has agreed to reimburse the County for half of the total renovation costs of \$5,000,000.00 to be paid to the County by \$500,000.00 in a single lump sum payment and the remaining principle amount of \$2,000,000.00 by periodic payments to the County including interest at a rate established by this Agreement; and

WHEREAS, County has agreed to finance \$2,000,000.00 on behalf of Nolensville and Nolensville agrees to execute a promissory note defining the interest rate and the terms and obligations.

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 set forth the rights, obligations and responsibilities of the parties. The County and the Town have agreed to cooperate in the funding to renovate the Facility to a recreational facility. The payment terms are contained in the Promissory Note, attached as Attachment A, and the payment schedule, attached as Attachment B, 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 Construction Costs. The Town agrees to execute the attached Promissory Note which will set forth the repayment obligations of the Town. The Town agrees to make all payments, including interest, in a timely manner and to comply with all other obligations and terms as set forth in the Promissory Note. Failure to make any payment as provided in this Interlocal Agreement and/or the Promissory Note will constitute a breach by the Town and the County may seek all remedies available to it under applicable laws.

IV. Renovation of the Facility. Williamson County shall be responsible for requesting bids, contracting with contractors of its choosing, approving all construction plans, and overseeing all aspects of the construction project. Williamson County agrees to provide a set of construction plans to the Town for comments and suggestions.

V. 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 October, 2012, (beginning date). The initial term will be for a period of five years. The parties may agree to extend the Agreement by written agreement. The terms contain in the Promissory Note shall survive the termination of this Interlocal Agreement.

VI. 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

TOWN: **TOWN OF NOLENSVILLE**
7218 Nolensville Road
P.O. Box 547
Nolensville, TN 37135

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 Town have executed this Agreement effective as of the date and year written below.

ATTEST:

TOWN OF NOLENSVILLE

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Town of Nolensville Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

PROMISSORY NOTE

BORROWER: Town of Nolensville, Tennessee
LENDER: Williamson County, Tennessee
AMOUNT: \$2,000,000.00
INTEREST RATE: 3.34%
DATE: Bond Date 11/20/13

FOR VALUE RECEIVED, the undersigned, **TOWN OF NOLENSVILLE, TENNESSEE**, a political subdivision of the State of Tennessee, located at 7218 Nolensville Road, P.O. Box 547, Nolensville, Tennessee, 37135, (herein called the "Company") (herein collectively called the "Borrower"), promises 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 \$2,000,000.00, (herein called the "Principal"), at the interest rate of 3.34%, payable as follows:

Borrower shall pay Principal in full no later than 5/1/2034.

(Repayment terms)

This loan is made by Lender to Borrower in connection with the cost of renovating a structure previously used as the Nolensville Elementary School located at 7250 Nolensville Road, Nolensville, Tennessee 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:

Town of Nolensville, Tennessee

By: _____

DRAFT

ADDENDUM A
TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE TOWN OF NOLENSVILLE FOR THE RENOVATION OF THE OLD
NOLENSVILLE SCHOOL AND REIMBURSEMENT FOR THE RENOVATION

This Addendum is made on this _____ day of _____, 2014, by and between the TOWN OF NOLENSVILLE, ("Town"), and WILLIAMSON COUNTY, TENNESSEE, ("County"), and is executed to amend the terms concerning the share in additional costs for the renovation of the Nolensville Recreation facility, ("Facility").

- WHEREAS,** County and Town are Tennessee governmental entities with the authority, pursuant to Tenn. Code Ann. § 12-9-104, to enter into interlocal agreements for the joint cooperation and funding of public facilities;
- WHEREAS,** the County and the Town executed an interlocal agreement wherein the Town agreed to reimburse the County for half of the total renovation costs of \$5,000,000.00 to be paid in periodic payments in a manner as provided by the interlocal agreement;
- WHEREAS,** County has received bids for the renovation work which exceeds the project's budget due largely to changes in the project to account for flood prevention;
- WHEREAS,** similar to the financial obligations contained in the original interlocal, the Town has agreed to pay half of the \$650,000.00 needed to complete the renovations to be paid half from the Town's current fiscal year's budget and the remaining half from the Town's 2014-2015 budget;
- WHEREAS,** to initiate the work the County has agreed to pay \$325,000.00 of which the Town will pay \$162,500.00 upon execution of this Addendum and shall make the remaining \$162,500.00 payment in accordance with this Addendum; and

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Addendum to the original Interlocal Agreement as follows:

1. The parties agree to be equally responsible for the additional cost of \$650,000.00 for the renovations to the Facility. The County agrees to appropriate \$325,000.00 upon approval of its legislative body and the Town shall make the initial payment to the County in an amount of \$162,500.00 at the time this addendum is fully executed by the parties or upon approval of its legislative body, whichever occurs later. The Town shall make a second payment to the County in an amount of \$162,500.00 no later than September 30, 2014 or by another payment date if agreed in writing by the parties. The Town's obligation to make the two payments of \$162,500.00 is in addition to the payments the Town is liable to the County as provided in the original Interlocal Agreement.
2. The parties agree that each shall diligently seek approvals and filings required to execute this Addendum and to appropriate the required funds and shall be achieved prior to the execution of this Addendum or as soon as possible after the execution of this Addendum.
3. The parties' obligations contained in this Addendum are in addition to the obligations contained in the Interlocal Agreement and shall in no way affect the parties' obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the _____ day of _____, 2014.

WILLIAMSON COUNTY, TENNESSEE

Rogers Anderson, County Mayor

Attest: _____

County Attorney

TOWN OF NOLENSVILLE

Town Mayor

Attest: _____

Town Attorney