

Resolution 1963-04

"AGREEMENT

"THIS AGREEMENT, made and entered into this 23 day of December, 1963, by and between The Metropolitan Government of Nashville and Davidson County, Tennessee, a public corporation, hereinafter called Metropolitan Government, and the City of Belle Meade, Tennessee, a municipal corporation organized and existing under the general laws of Tennessee, hereinafter, for brevity, called Belle Meade;

WITNESSETH:

THAT WHEREAS, by the general laws of the State of Tennessee, Belle Meade is empowered to, and charged with the duty of, laying out, planning, constructing, maintaining, repairing, vacating and altering roads, streets and public ways within its boundaries, and has exercised such powers, and discharged such duties continuously since the organization and incorporation of Belle Meade in 1938 and until the present date; and

WHEREAS, from the time of its incorporation until the present year, Davidson County, a predecessor to Metropolitan Government, omitted from its annual levy of property taxes on property lying within the boundaries of Belle Meade that portion of the total tax levy assessed and allocated for the construction, maintenance and repair of public roads and streets within the unincorporated areas of the said County, and Belle Meade levied and collected upon property within its boundaries a tax equivalent to that amount not levied by the aforesaid County; and

"NOW, THEREFORE, in consideration of the premises aforesaid, and of the mutual promises, agreements and payments hereinafter set out and provided, the parties agree as follows:

1. Belle Meade shall continue to provide for the repair, maintenance, alteration, construction, cleaning, sprinkling, spraying, planning, vacating, and opening of all roads, streets, alleys, boulevards and other public ways within its boundaries in accordance with the general laws of the State of Tennessee, except for those highways presently controlled and maintained by the State of Tennessee and/or the United States of America, to-wit: U. S. Highway 70 and State Highway No. 1. Decisions which may be made by the appropriate Board, Commission or governing body of the City of Belle Meade with respect to matters concerning streets, roads and other public ways set forth herein shall control; however, Belle Meade shall cooperate with Metropolitan Government in providing for the continuation and maintenance of a uniform surface and width at the junctions of roads, streets and public ways constructed, repaired, maintained, or otherwise controlled by Metropolitan Government with those constructed, repaired, maintained, or otherwise controlled by Belle Meade. Belle Meade shall be responsible for the safe maintenance of all streets, roads and public ways which it undertakes to maintain, repair, construct or lay out.

2. The term of this agreement shall commence July 1, 1963, and end June 30, 1964.

3. As its full obligation under the terms of this agreement the Metropolitan Government will pay to the City of Belle Meade Eighteen Thousand Eight Hundred (\$18,800.00)

"Dollars, in consideration of which the City of Belle Meade will perform all the work, functions, and duties which it is required to do under the terms of this agreement.

4. The funds received by Belle Meade from Metropolitan Government shall be used and expended only for those purposes, objects and activities mentioned and provided in Sub-sections 15-19, inclusive, of Section 6-1901, Tennessee Code Annotated, which are expressly agreed to be incorporated herein by reference thereto.

5. It is understood and agreed between the parties that the City of Belle Meade hereby contracts to perform all the functions and duties which the Metropolitan Government has with reference to the construction, repair and maintenance of the streets, roads and alleys within the territorial limits of the City of Belle Meade.

The foregoing constitutes the entire agreement between the parties, and shall not be varied or altered except in writing mutually agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized Mayors, and attested by the Clerk, and Recorder, and the seal of each party hereto affixed, this 23 day of December, 1963.

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, TENNESSEE

BY: /s/ Beverly Briley, Mayor

Approved as to Form and
Legality:

/s/ Seymour Samuels, Jr.
Assistant Metropolitan Attorney

ATTEST:

/s/ W. M. Carr, Jr. Metropolitan Clerk

CITY OF BELLE MEADE, TENNESSEE

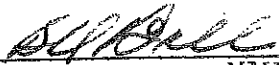
ATTEST:


/s/ H. B. CLARKE
City Recorder."

BY: /s/ S. D. BELL, MAYOR"


Upon conclusion of the reading of the foregoing proposed agreement there was discussion, and it was explained that the agreement was for a period beginning July 1, 1963 and ending June 30, 1964 and that The Metropolitan Government was now ready to pay \$18,800.00 to the City, which would be applied to expenditures already made by the City in its 1963 program. It was further explained that The Metropolitan Government did not wish to commit itself to make a similar agreement in future years. After further discussion it was moved by Vice Mayor Teas, seconded by Commissioner Smith, voted upon and unanimously

RESOLVED, That the foregoing Agreement, in the form as read to the meeting be and the same is hereby approved and the Mayor and City Recorder are expressly authorized to execute same on behalf of the City of Belle Meade.


MAYOR


VICE MAYOR


COMMISSIONER


CITY RECORDER

Date of Adoption:
December 20, 1963

**Original Resolution not found. Copied from minute book April 21, 2009
by City Recorder Linda Berner.