

RESOLUTION 2002-05

A RESOLUTION APPROVING AN AGREEMENT WITH THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY FOR THE MAINTENANCE OF STREETS AND ROADS WITHIN THE CITY OF BELLE MEADE

WHEREAS, Section 1.05 of the Charter (the "Metropolitan Charter") of the Metropolitan Government of Nashville and Davidson County, Tennessee (the "Metropolitan Government") requires the Metropolitan Government to perform various functions and render various governmental services throughout the entire General Services District of the Metropolitan Government, including the maintenance of streets and roads; and

WHEREAS, Section 18.15 of the Metropolitan Charter requires the Metropolitan Government, among other things, to furnish smaller cities with governmental services so that such cities will be furnished with such services to a no lesser extent than other areas outside the Urban Services District of the Metropolitan Government; and

WHEREAS, the City of Belle Meade (the "City") is a smaller city within the meaning of the term "smaller cities" as used in the Metropolitan Charter; and

WHEREAS, the City is empowered to and charged with the duty of laying out, planning, constructing, maintaining, repairing, vacating, and altering streets, roads and public ways within its boundaries, which functions the City has exercised continuously since its creation; and

WHEREAS, the Metropolitan Government and the City have agreed upon an amount to be paid by the Metropolitan Government to the City for the planning, construction, maintaining and repair of the streets and roads within its boundaries, in satisfaction of the obligation of the Metropolitan Government to maintain streets and roads outside the Urban Services District, including all such streets and roads located within the City; and

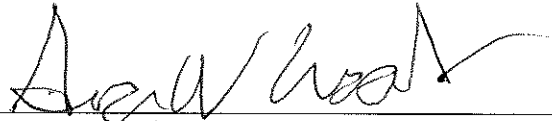
WHEREAS, the Metropolitan Government has proposed an agreement to be entered into between it and the City, a copy of which is on file in the office of the City Recorder, (the


“Agreement”) defining the functions to be performed by the City in the planning, construction, maintenance and repair of its streets and roads, and fixing a rate of compensation to be paid to the City by the Metropolitan Government for the performance of such functions; and

WHEREAS, the Commissioners of the City have approved the form of Agreement and the compensation to be paid, and deem the same to be in the best interests of the citizens of Belle Meade;

NOW, THEREFORE, BE IT RESOLVED that the proposed Agreement to be entered into between the Metropolitan Government and the City for the maintenance of streets and roads within the City, and the payment to the City of compensation for such maintenance, is hereby approved in all respects, and the execution of the same by the Mayor of the City of Belle Meade is hereby authorized.

Adopted: December 6, 2002


George Crook, Mayor


Dorothy Wheeler Recorder

AGREEMENT

This Agreement made and entered into by and between The Metropolitan Government of Nashville and Davidson County ("Metropolitan Government"), a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee and the City of Belle Meade ("City"), also a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee.

WITNESSETH:

Whereas, the Metropolitan Charter became effective on April 1, 1963, and the Metropolitan Government has existed from and after that date; and

Whereas, the Metropolitan Charter, Section 1.05, in part, is as follows:

The Metropolitan Government may exercise within its general services district those powers and functions which have heretofore been exercised by the County of Davidson or the City of Nashville, or both, and shall supply the residents of said general services district with those governmental services which are now, or hereafter may be, customarily furnished by a county government in a metropolitan area.

The functions of the Metropolitan Government to be performed, and the governmental services to be rendered throughout the entire general services district shall include: General administration; police, courts; jails; assessment; health; welfare; hospitals; housing for the aged; streets and roads; traffic; schools; parks and recreation; library; auditorium; fair grounds; airport; public housing; urban redevelopment; urban renewal; planning; Electrical Code; Building Code; Plumbing Code; Housing Code; electricity; transit; refuse disposal; beer supervision; and taxicab regulation. (Emphasis added).

The Metropolitan Charter, 18.15, is as follows:

Any city in Davidson County not abolished by this Charter shall continue to exist and to function the same as prior to adoption of this Charter; except, that no such city shall extend its boundaries

by annexation of any area of the Metropolitan Government. Any such smaller city may contract with the Metropolitan Government for the administration and handling of any of its governmental functions by the Metropolitan Government; and such smaller city may surrender its Municipal Charter at any time pursuant to Tennessee Code Annotated, Section 6-3722, with the approval of a majority of those voting in the smaller city at an election with respect to such matter. After surrender of Charter, the status of the smaller city in the Metropolitan Government shall be that prescribed in a resolution adopted by the council prior to such surrender, or otherwise the status shall be that of other areas outside the urban services district at the time of dissolution.

It shall be the obligation of the Metropolitan Government to furnish smaller cities with governmental services so that such cities will be furnished with governmental services to no lesser extent than other areas outside the urban services district. In furnishing said services, the Metropolitan Government may take into consideration the governmental services available to the smaller city by the use of state aid and other distributable moneys not derived from local taxation by the smaller city; and in this respect the Metropolitan Government may contract with the smaller city as to the handling, use and expenditure of such moneys.

After the adoption of this Charter by vote of the people, no city shall be created in the area of the Metropolitan Government, and there shall exist in such area as municipalities only the urban services district and smaller cities existing prior to the adoption of this Charter.

Nothing in this Charter shall be deemed to prevent the creation of utility districts as provided for by Tennessee Code Annotated, Section 6-2601, et seq., with the county judge to perform the function ascribed to such officer by said statute. (Emphasis added); and

Whereas, the City was created and existing prior to April 1, 1963, and it was neither abolished by the Metropolitan Charter, nor has it surrendered its Charter since the effective date of the Metropolitan Charter; and

Whereas, the Metropolitan Government by virtue of the above sections of the Metropolitan Charter, has the obligation to provide the governmental function and service of

streets and roads within the entire General Service District, within the boundaries of which the City is located, and to that end, has included in its budget for the General Services District, funds for all streets and roads within the General Services District, whether the same be located within or without of the boundaries of municipalities in said General Services District, and has levied taxes to provide funds for same; and

Whereas, by the general law of the State of Tennessee, the City is empowered to and charged with the duty of laying out, planning, constructing, maintaining, repairing, vacating and altering streets, roads and public ways within its boundaries and it has exercised such powers and discharged such duties continuously since its creation until the present; and

Whereas, pursuant to the Metropolitan Charter, 18.15, the Metropolitan Government and the City have, by negotiation, agreed upon and fixed an amount to be paid by the Metropolitan Government to the City for the planning, construction, maintaining and repair of the streets and roads within the boundaries of the City from the funds collected and to be collected by the Metropolitan Government for such purpose. The amount determined by these negotiations shall be fifteen (15) cents per square yard of eligible streets and roads maintained within the boundaries of the City.

Now therefore, for and in consideration of the premises, payments and mutual promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Metropolitan Government and the City agree as follows:

1. TERM. The term of this Agreement shall commence July 1, 2002 and end June 30, 2003.
2. DUTIES OF THE CITY. The City shall continue to provide the laying out, planning, cleaning, construction, maintenance, repair, spraying, sprinkling, altering and opening

of all streets, roads, alleys, boulevards and other public ways within its boundaries in accordance with the general laws of the State of Tennessee, except those highways presently controlled by the State of Tennessee and/or the United States of America. Decisions which may be made by appropriate boards, commissions or the governing body of the City with respect to matters concerning streets, roads and other public ways set forth herein shall control; however, the City shall cooperate with the Metropolitan Government in providing for the continuation and maintenance of a uniform surface and width at the junctions of streets, roads and public ways constructed, repaired, maintained and/or otherwise controlled by the Metropolitan Government with those constructed, repaired, maintained and/or otherwise controlled by the City. The City agrees to perform all the functions and duties which the Metropolitan Government has with reference to the construction, repair and maintenance of streets, roads, alleys, and public ways within the boundaries of the City and shall be responsible for the safe maintenance of all such streets, roads and public ways which it undertakes to maintain, repair, construct or lay out and the City shall hold the Metropolitan Government harmless for any and all damages and liabilities which may or might result therefrom. However, it is not intended by the parties that this Agreement shall, in any way, effect or result in a waiver or relinquishment of the right of the City or the Metropolitan Government to manage, construct and maintain the streets, roads and public ways within their boundaries. The City, by executing this agreement, certifies and affirms that it will design, lay out, plan, construct, maintain, repair, modify and alter all streets, roads, alleys, boulevards and other public ways, including but not limited to sidewalks, in accordance with the requirements of the Americans With Disabilities Act (ADA) and the applicable architectural standards. The City shall hold the Metropolitan Government harmless for any and all damages and liabilities which may or might result from a failure to design, lay out, plan,

construct, maintain, repair, modify and alter all streets, roads, alleys, boulevards and other public ways, including but not limited to sidewalks, in accordance with the requirements of the Americans With Disabilities Act (ADA) and the applicable architectural standards.

3. LIMITATION ON USE OF FUNDS. The funds received by the City from the Metropolitan Government shall be used and expended only for those purposes, subjects and activities mentioned and provided for in Tennessee Code Annotated, Section 6-19-101, subsections 15-19.

4. PAYMENT BY THE METROPOLITAN GOVERNMENT. The Metropolitan Government shall pay to the City as established by Bill 087-1935 the amount of \$51,000.00. A payment will be made by January 1, 2003 in the amount of \$25,500.00 and by June 1, 2003 in the amount of \$25,500.00 in cash as full consideration for the duties undertaken by the City as set out above.

The foregoing constitutes the entire Agreement between the parties and shall not be varied or altered except by written instrument signed by all the parties hereto. This Agreement shall not be binding upon the Metropolitan Government until it has been signed by all the parties, approved by the Metropolitan County Council by Resolution, filed in the office of the Metropolitan Clerk and assigned a Metropolitan Contract number.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized Mayors, attested to by respective Clerks and/or Recorder and the Seal of each attached hereto on the _____ day of _____, 20____.

Approved:

Rick Conner, Director
Department of Public Works

Mayor, City of Belle Meade

Approved as to availability of funds
10101-42110000, \$51,000.00

Attest

David Manning, Director
Department of Metropolitan Finance

City Recorder or Clerk

Approved as to form and legality:

Metropolitan Attorney

The Metropolitan Government of
Nashville and Davidson County

Bill Purcell
Metropolitan County Mayor

Attest:

Metropolitan Clerk

Date: _____