

**NOTICE OF SPECIAL CALLED MEETING  
CITY OF EAGLEVILLE**

The Eagleville City Council will hold a Special Called City Council meeting on March 12, 2015, at 6:00 p.m. at City Hall, 108 South Main Street, Eagleville, TN, to discuss and take action on the following items:

- a) Approve or Deny a Resolution to retroactively authorize the issuance, sale, and payment of Capital Outlay Notes not to exceed \$41,814.06 relative to sewer development costs previously incurred. Funds borrowed in FY 2014.
- b) Approve or Deny a Resolution to retroactively authorize the issuance, sale, and payment of Capital Outlay Notes not to exceed \$27,181.15 relative to sewer development costs previously incurred. Funds borrowed in FY 2015.
- c) Authorize the City Manager to execute an agreement between the City of Eagleville and the Rutherford County School District relative to sewer system rates and fees as were previously established by the parties.
- d) Consider a request to allow the property at 355 S Main St. to connect to the sewer system while waiving any capacity fee requirement.
  - a. *Alternatively:* Consider a request to allow the property at 355 S Main St. to connect to the sewer system contingent upon payment of a capacity fee of \$\_\_\_\_\_.

An agenda will be made available in as much advance as possible on the City's website – [www.EaglevilleTN.com](http://www.EaglevilleTN.com). The same information is available by request at City Hall.

Comments related to this notice may be mailed to City Hall, P.O. Box 68 or hand delivered to 108 South Main Street, Eagleville, TN 37060. Questions may also be directed to the City Manager at 615-274-2922. Anyone requiring special accommodation is also encouraged to contact the City Manager in sufficient advance of the meeting that reasonable accommodations may be made.

**RESOLUTION No. 2015-003**

RESOLUTION OF THE GOVERNING BODY OF  
THE CITY OF EAGLEVILLE, TENNESSEE, RETROACTIVELY AUTHORIZING THE  
ISSUANCE, SALE, AND PAYMENT OF  
CAPITAL OUTLAY NOTES NOT TO EXCEED \$41,814.06

WHEREAS, the Governing Body of Eagleville, Tennessee, (the Local Government) has determined that it is necessary and desirable to provide funds for the STEP Sewer Collection System (the "Project") which has a cost of \$3,500,000 and estimated economic life of forty years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, local governments in Tennessee are authorized to finance the cost of the Project through the issuance and sale of interest bearing capital outlay notes with a maturity of up to three (3) years upon the approval of the Comptroller or Comptroller's Designee; and

WHEREAS, under the provisions of Tennessee Code Annotated §9-21-408, Local Governments in Tennessee are authorized to make interfund loans in accordance with procedures for the issuance of capital outlay notes set forth in Tennessee Code Annotated §9-21-604; and

WHEREAS, the Governing Body determined that financing was necessary and desirable to provide funds for the Project and issued an interfund loan in the amount of \$41,814.06 from the General Fund to the Sewer Fund on November 15, 2013, without taking the actions required for the authority to issue interfund capital outlay notes; and

WHEREAS, the Governing Body recognizes that the Local Government issued a note or promise to repay money contrary to the requirements of Parts I, IV, and VI of Title 9 Chapter 21 Tennessee Code Annotated and wishes to take action to obtain conformity with the requirements precedent to the issuance of notes as permitted by Tennessee Code Annotated §9-21-406; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project in accordance with the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF EAGLEVILLE, TENNESSEE:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller or Comptroller's Designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Forty-one thousand, eight-hundred, fourteen dollars, six cents (\$41,814.06)

(the "Notes") from the General Fund to the Sewer Fund upon approval of the Comptroller or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Sewer Interfund Capital Outlay Notes, Series 2015", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance, November 15, 2013; shall be in denomination (s) as agreed upon by the legislative governing body; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed zero percent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be forty years which is equal to or greater than the final maturity of these notes and any extensions thereof. Provided, however, that unless otherwise approved by the Comptroller or Comptroller's Designee, each year the Notes are outstanding, one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The revenues of the Sewer Enterprise shall additionally secure the Notes.

Section 5. That the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the City Recorder with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the City Recorder of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the City Recorder of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument

and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That the Notes shall be in substantially the form authorized by the Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is attached to this resolution as attachment 1.

Section 8. That the Notes shall not be sold until receipt of the Comptroller or Comptroller's Designee's written approval for the sale of the Notes.

Section 9. That after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The budget shall be kept balanced during the life of the notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee.

Section 10. That, if any of the Notes shall remain unpaid at the end of three (3) years from the issue date, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the Comptroller of the Treasury or Comptroller's Designee.

Section 11. That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 12<sup>th</sup> day of March, 2015.

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Travis Brown, Mayor

ATTESTED:

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Kathey Burleson, City Recorder

Attachment 1

CAPITAL OUTLAY NOTE FORM

Registered  
Note #: 1

City of Eagleville  
Of the  
State of Tennessee

Registered  
\$41,814.06

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Interfund Capital Outlay Note,  
Series 2015

DATED	INTEREST RATE	MATURITY DATE
November 15, 2013	0 %	November 15, 2016
Registered Owner: City of Eagleville		
Principal Sum: \$ 41,814.06		

The City Council (Governing Body) of Eagleville, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on November 15, 2015 and thereafter on November 15 of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the City Recorder of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of 0% of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the 12th day of March 2015 (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the Mayor, and countersigned and attested by the manual signature of the City Recorder with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the Twelfth day of March 2015.

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Travis Brown, Mayor

ATTESTED: \_\_\_\_\_  
Kathey Burlison, City Recorder

SEAL

**RESOLUTION No. 2015-004**

RESOLUTION OF THE GOVERNING BODY OF  
THE CITY OF EAGLEVILLE, TENNESSEE, RETROACTIVELY AUTHORIZING THE  
ISSUANCE, SALE, AND PAYMENT OF  
CAPITAL OUTLAY NOTES NOT TO EXCEED \$27,181.15

WHEREAS, the Governing Body of Eagleville, Tennessee, (the Local Government) has determined that it is necessary and desirable to provide funds for the STEP Sewer Collection System (the "Project") which has a cost of \$3,500,000 and estimated economic life of forty years; and

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, under the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, local governments in Tennessee are authorized to finance the cost of the Project through the issuance and sale of interest bearing capital outlay notes with a maturity of up to three (3) years upon the approval of the Comptroller or Comptroller's Designee; and

WHEREAS, under the provisions of Tennessee Code Annotated §9-21-408, Local Governments in Tennessee are authorized to make interfund loans in accordance with procedures for the issuance of capital outlay notes set forth in Tennessee Code Annotated §9-21-604; and

WHEREAS, the Governing Body determined that financing was necessary and desirable to provide funds for the Project and issued an interfund loan in the amount of \$27,181.15 from the General Fund to the Sewer Fund on July 9, 2014, without taking the actions required for the authority to issue interfund capital outlay notes; and

WHEREAS, the Governing Body recognizes that the Local Government issued a note or promise to repay money contrary to the requirements of Parts I, IV, and VI of Title 9 Chapter 21 Tennessee Code Annotated and wishes to take action to obtain conformity with the requirements precedent to the issuance of notes as permitted by Tennessee Code Annotated §9-21-406; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project in accordance with the provisions of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF EAGLEVILLE, TENNESSEE:

Section 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the Chief Executive Officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller or Comptroller's Designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed twenty-seven-thousand, one-hundred, eighty-one dollars, fifteen cents



(\$27,181.15) (the "Notes") from the General Fund to the Sewer Fund upon approval of the Comptroller or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "Sewer Interfund Capital Outlay Notes, Series 2015", shall be numbered serially from 1 upwards; shall be dated as of the date of issuance, July 9, 2014; shall be in denomination (s) as agreed upon by the legislative governing body; shall be sold at not less than 99% of par value and accrued interest; and shall bear interest at a rate or rates not to exceed zero percent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That the Notes shall mature not later than three (3) years after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be forty years which is equal to or greater than the final maturity of these notes and any extensions thereof. Provided, however, that unless otherwise approved by the Comptroller or Comptroller's Designee, each year the Notes are outstanding, one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal but subject to prior redemption.

Section 3. That the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount.

Section 4. That the Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the notes, the full faith and credit of the Local Government is irrevocably pledged and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local government over and above all other taxes authorized by the Local government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

The revenues of the Sewer Enterprise shall additionally secure the Notes.

Section 5. That the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the City Recorder with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the City Recorder of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the City Recorder of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and as required by law.

Section 6. That the Notes will be issued in fully registered form and that at all times during which any Notes remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument

and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner of the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date of the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. That the Notes shall be in substantially the form authorized by the Comptroller of the Treasury or Comptroller's Designee and shall recite that the Notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated which is attached to this resolution as attachment 1.

Section 8. That the Notes shall not be sold until receipt of the Comptroller or Comptroller's Designee's written approval for the sale of the Notes.

Section 9. That after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's Designee. The budget shall be kept balanced during the life of the notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's Designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee.

Section 10. That, if any of the Notes shall remain unpaid at the end of three (3) years from the issue date, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approval by the Comptroller of the Treasury or Comptroller's Designee.

Section 11. That all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 12<sup>th</sup> day of March, 2015.

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Travis Brown, Mayor

ATTESTED:

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Kathey Burleson, City Recorder

Attachment 1

CAPITAL OUTLAY NOTE FORM

Registered  
Note #: 2

City of Eagleville  
Of the  
State of Tennessee

Registered  
\$27,181.15

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Interfund Capital Outlay Note,  
Series 2015

DATED	INTEREST RATE	MATURITY DATE
July 9, 2014	0 %	July 9, 2014
Registered Owner: City of Eagleville		
Principal Sum: \$ 27,181.15		

The City Council (Governing Body) of Eagleville, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on July 9, 2015 and thereafter on July 9 of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the City Recorder of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of 0% of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in

session on the 12th day of March 2015 (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the Mayor, and countersigned and attested by the manual signature of the City Recorder with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the Twelfth day of March 2015.

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Travis Brown, Mayor

ATTESTED: \_\_\_\_\_  
Kathey Burleson, City Recorder

SEAL

## AGREEMENT REGARDING SEWER SERVICES

This Agreement Regarding Sewer Services is entered into this **Nineteenth day of March, 2015** by and between the City of Eagleville, Tennessee (“City of Eagleville”) and the Rutherford County Board of Education (“Board of Education”).

### WITNESSETH:

**WHEREAS**, the City of Eagleville has agreed to construct a new sewer system to provide certain sewer services to the City of Eagleville; and

**WHEREAS**, the Board of Education has agreed to connect to said sewer system and utilize the same under the terms and conditions contained hereinbelow.

**NOW, THEREFORE**, the undersigned parties hereby agree:

1. The City of Eagleville agrees to construct a public sewer system to serve certain portions of the City of Eagleville including, but not limited to, all Eagleville schools and all school related facilities located in Eagleville, Tennessee. Subject to the terms of this Agreement, the City of Eagleville agrees to provide public sewer service to all schools and school related facilities operated by the Board of Education located in Eagleville, Tennessee. The City of Eagleville shall be responsible for the maintenance and servicing of the sewer system.

2. The Board of Education agrees to pay the City of Eagleville a one-time capacity fee in the amount of Seventy Thousand Dollars (\$70,000). The City of Eagleville acknowledges that said Seventy Thousand Dollars (\$70,000) has already been paid and received by the City of Eagleville.

3. Commencing upon the date that the City of Eagleville provides sewer service to all Rutherford County Board of Education schools and school facilities in Eagleville and subject to the continuation of said sewer service, the Board of Education agrees to pay the City of Eagleville a monthly sewer service fee of Four Thousand Dollars (\$4,000) per month (“Monthly Sewer Fee”) for a term of five (5) years from the date of this agreement. If sewer service commences on a date other than the first date of the month, the Monthly Sewer Fee shall be pro-rated based on the number of days sewer service is provided.

4. Upon the expiration of the five (5) year term of this Agreement, the City of Eagleville and Board of Education may elect to extend this Agreement, but any extension of this Agreement shall be subject to the mutual written approval of both the City of

Eagleville and the Board of Education. The undersigned parties agree to cooperate in good faith to attempt to reach a new Monthly Sewer Fee which is mutually acceptable to both the City of Eagleville and the Board of Education upon the expiration of the term of this Agreement.

EXECUTED on the date first written above.

THE CITY OF EAGLEVILLE, TENNESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

RUTHERFORD COUNTY BOARD  
OF EDUCATION

By: \_\_\_\_\_

Title: \_\_\_\_\_