

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF COLLEGEDALE PERTAINING TO THE OWNERSHIP, OPERATION, AND MAINTENANCE OF THE COLLEGEDALE WASTEWATER PUMPING STATION WHICH WILL INCLUDE THE PURCHASE OF A DRI-PRIME BACKUP SYSTEM (DBS) PUMP AND APPURTENANT EQUIPMENT BY THE CITY OF COLLEGEDALE, WHICH WILL BE PAID IN SIXTY (60) MONTHLY INSTALLMENTS OF FOUR THOUSAND SIXTY-FOUR AND 27/100 DOLLARS (\$4,064.27), FOR THE TOTAL AMOUNT OF TWO HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FIFTY-FIVE AND 97/100 DOLLARS (\$243,855.97).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Mayor to enter into an Interlocal Agreement with the City of Collegedale pertaining to the ownership, operation, and maintenance of the Collegedale Wastewater Pumping Station which will include the purchase of a Dri-Prime Backup System (DBS) pump and appurtenant equipment by the City of Collegedale, which will be paid in sixty (60) monthly installments of \$4,064.27, for the total amount of \$243,855.97.

ADOPTED: _____, 2016

/mem

City of Chattanooga



Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: June 27, 2016

Preparer: Michael C. Patrick, Director *Michael C. Patrick* Department: **Public Works/Waste Resources**
DISTRICT #: **4**

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): _____

A resolution authorizing the Mayor of the City of Chattanooga the authority to enter into an an Interlocal Agreement with the City of Collegedale, TN pertaining to the ownership, operation and maintenance of the Collegedale Wastewater Pumping Station. This Agreement also includes the purchase of a Dri-Prime Backup System (DBS) pump and appurtenant equipment by the City of Collegedale from the City of Chattanooga for \$243,855.97 which will be be paid in 60 monthly installments of \$4,064.27. Payments are to begin on the first day of the first month following the final execution of this Agreement.

| | | | |
|---------------------------------------|------------|---|------------|
| Name of Vendor/Contractor/Grant, etc. | <u>N/A</u> | New Contract/Project? (Yes or No) | <u>N/A</u> |
| Total project cost \$ | <u>N/A</u> | Funds Budgeted? (YES or NO) | <u>N/A</u> |
| Total City of Chattanooga Portion \$ | <u>N/A</u> | Provide Fund | <u>N/A</u> |
| City Amount Funded \$ | <u>N/A</u> | Provide Cost Center | <u>N/A</u> |
| New City Funding Required \$ | <u>N/A</u> | Proposed Funding Source if not budgeted | <u>N/A</u> |
| City's Match Percentage % | <u>N/A</u> | Grant Period (if applicable) | <u>N/A</u> |

List all other funding sources and amount for each contributor.

| <u>Amount(s)</u> | <u>Grantor(s)</u> |
|------------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| \$ _____ | _____ |
| \$ _____ | _____ |

Agency Grant Number _____

CFDA Number if known _____

Approved by: _____

Reviewed by FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, accounting, City Attorney, City Finance Officer and Deputy Administrator Finance

INTERLOCAL AGREEMENT

This agreement is executed pursuant to the Tennessee Interlocal Cooperation Act, T. C. A. §12-9-101, et seq. by and between the CITY OF COLLEGEDALE, TENNESSEE, a Tennessee municipal corporation chartered pursuant to T. C. A. §6-18-101, et. seq. (hereafter “Collegedale”) and the CITY OF CHATTANOOGA, TENNESSEE, a Tennessee municipal corporation with a home rule charter as provided for by Article XI, Section 9 of the Constitution of Tennessee (hereafter “Chattanooga”).

WITNESSETH:

WHEREAS, In the late 1970’s, a plan was prepared under the provisions of Section 208 of the Federal Pollution Control Act, also known as the Clean Water Act (33 U. S. C. §1288) for area-wide waste treatment for areas of Hamilton County, Tennessee and Dade, Walker and Catoosa counties in Georgia, as certified and designated by the respective governors of Tennessee and Georgia and approved by the Administrator of the United States Environmental Protection Agency (“208 Plan”); and

WHEREAS, on or about May 26, 1980, Collegedale and Chattanooga entered into an agreement (the “1980 Agreement”) for the purpose of defining the terms whereby wastewater from Collegedale would be conveyed through Chattanooga’s sewer system to its treatment works for the purpose of treatment and disposal; and

WHEREAS, the 1980 Agreement had a term of fifty (50) years and provided Chattanooga’s express covenant and agreement that it shall operate its wastewater conveyance and treatment facilities in such a manner as to fully meet the needs of Collegedale up to a capacity of 4.56 million gallons per day; and

WHEREAS, on or about September 6, 2000, Collegedale and Chattanooga entered into an interlocal agreement whereby certain facilities owned by Collegedale, including the

Collegedale pump station, would be leased by the City of Chattanooga until August 1, 2014, and thereafter conveyed to Chattanooga by Collegedale (the “2000 Agreement”); and

WHEREAS, on April 24, 2013, Chattanooga entered into a Consent Order in the case styled *Tennessee Clean Water Network v. City of Chattanooga*, No. 1:10-CV-281, consolidated with *United States of America and the State of Tennessee, ex. rel. Robert E. Cooper, in his representative capacity as the Attorney General and Reporter of Tennessee v. The City of Chattanooga*, No. 1:10-CV-281 (the “Consent Order”). *Inter alia*, the Consent Order requires Chattanooga to address issues with its sewer system, and sets various deadlines for the same, at an estimated cost in excess of \$250 million. As the sewage from several municipal satellite sewer systems flows into the Chattanooga system, the Consent Order has had, and will continue to have, effect on Collegedale and the WWTa, among other satellite systems; and

WHEREAS, as a result of the passage of time, changes in jurisdictional boundaries, and the operation of the Consent Order, conditions have changed and the needs of the parties have evolved to the point that the 2000 Agreement should be superseded by this new agreement; and

WHEREAS, each party has the right to enter into this agreement by means of the statutory authority cited above.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter stated, the sufficiency of which is hereby acknowledged, Collegedale and Chattanooga agree as follows:

1. The 2000 Agreement is superseded by this agreement in the manner set forth herein.
2. By reason of the superseding of the 2000 Agreement, Collegedale retains ownership of the Sewer Line defined in the 2000 Agreement (a portion of the Collegedale interceptor gravity sewer line, force main, pump station, easements and fee property associated

therewith), with the exception of the gravity line starting at Manhole A-23 and proceeding downstream, which is hereby transferred to Chattanooga, along with any associated easements and fee property. Collegedale agrees to assume responsibility for operation and maintenance of the pump station and force main within 60 (sixty) days of final execution of this agreement.

3. In the course of its recent operation of the Collegedale Pump Station, Chattanooga has installed a Dri-Prime Backup Systems (DBS) pump and appurtenant equipment. Chattanooga agrees to sell the DBS pump and the appurtenant equipment to Collegedale, for which Collegedale agrees to pay \$243,855.97 in sixty (60) monthly payments of \$4,064.27 beginning on the first day of the first month following the final execution of this Agreement.

4. Chattanooga agrees to bill Collegedale at the regional rate which is established from time to time as required by state law, as determined from the flow meter located at the Collegedale pump station. Collegedale agrees to maintain and calibrate the flow meter and provide copies of flow meter maintenance at Chattanooga's request. In case of flow meter malfunction, flows will either be estimated or otherwise determined by downstream flow meter(s) operated and maintained by Chattanooga.

5. Chattanooga reaffirms the obligation imposed by Paragraph 10 of the 1980 Agreement to provide Collegedale a capacity of 4.56 million gallons a day, which is not restricted by its agreements with any other municipalities or agencies.

6. Chattanooga agrees to allow the Hamilton County Water & Wastewater Treatment Authority (WWTA), or its legal successors, within the parameters of a separate agreement with said entity, to connect to its system through facilities to be constructed by WWTA from the Lee Highway Pump Station or by other means not connected to the Collegedale Pump Station.

7. The parties hereto agree that each term of this Agreement is specifically enforceable in the event of a breach by the other party, and that an action to enforce the terms of this Agreement shall be brought in either the Circuit or Chancery courts of the 11th Judicial District. The parties further agree that, to be enforceable, any amendment to this agreement during must be in writing and must be authorized by the governing bodies of Collegedale and Chattanooga.

8. If any provision of this agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.

9. No consent or waiver, express or implied, by either party to this agreement to or of any breach or default by any other party to this agreement in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this agreement to complain of any act or failure to act of any other party to this agreement, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

10. The parties hereto agree that this Agreement will be enforced and interpreted according to the laws of the State of Tennessee.

11. The parties recognize that changes in state or federal law and regulations relating to the environment and the operation of publicly operated treatment works and related facilities

may require the modification of this agreement from time to time. The parties therefore agree to fully cooperate to modify this agreement as shall be required under such circumstances.

IN WITNESS WHEREOF, this Interlocal Agreement is executed by and on behalf of the CITY OF COLLEGEDALE, TENNESSEE by its Mayor and by an on behalf of the CITY OF CHATTANOOGA, TENNESSEE by its Mayor, both being duly authorized to execute the same. This Agreement shall be effective as of the date of the signature of the last entity to approve the same.

CITY OF COLLEGEDALE, TENNESSEE

By: _____
Mayor

Date: _____

ATTEST:

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Mayor

Date: _____

ATTEST:
