

Bolivar Utility Board
March 1, 2017

The Bolivar Utility Board met in regular session Wednesday, March 1, 2017, at the Bolivar Municipal Center with the following attendance:

Present: Jerry Wilhite, Chairman
Joe Clark
Larry Crawford
Paul Fuller
Todd Lowe

Also Present: Clyde Dellinger, Director
Cliff Henson, Manger
Barrett Stevens, Mayor
Shelia Dellinger, Clerk
Wes Clayton, Attorney
Bob Vickers

Chairman Wilhite called the meeting to order and asked if there were any corrections to the minutes of the February 1, 2017, meeting. There being no correction, Mr. Clark moved, seconded by Mr. Crawford to approve and dispense with the minutes as presented. All voted "Aye."

Chairman Wilhite recognized Mr. Bob Vickers, President of Spring Creek Utility District, to discuss the attached Agreement in order to have the City of Bolivar to continue providing water to Spring Creek with a 20 year agreement. Attorney Wes Clayton approved this agreement. After a short discussion Mr. Crawford moved, seconded by Mr. Fuller to approve the agreement as presented. All voted "Aye."

Chairman Wilhite introduced Mr. Joey Geter, CPA, with Cowart Reese Sargent. Mr. Geter thanked the board for allowing his firm to audit the Bolivar Utility Departments records. He stated the gas, water and sewer funds were all doing good. The water and sewer fund has a change in Net Position of \$450,318, without the grant revenue the department would still be \$10,000 in the black. The gas fund has a change in Net Position of \$282,468. Mr. Geter stated this was a great audit for both departments. After a short discussion Mr. Lowe made a motion, seconded by Mr. Crawford to approve the audit as presented. All voted "Aye."

Mr. Dellinger informed the board that gas prices for last month was .68 cents this was down .06 cents from the previous month. He stated he will not have March prices until March 3rd.

Mr. Dellinger stated the water department received a check from Utility Tank Service in the amount of \$22,861.52. This refund is for allowing AT&T to use the water tank to have their antennas for cell service.

Attorney Clayton suggested that Bolivar Utility Department and Spring Creek Utility Department do a written agreement to work together on helping each other with delinquent accounts. Mr. Henson stated he would work with Mr. Vickers on putting this together and present it to the board for approval at the next meeting.

There being no further business, Mr. Clark moved, seconded by Mr. Fuller to adjourn the meeting. All voted "Aye."

Attest:

_____ Chairman

_____ Director

_____ Member

_____ Member

_____ Member

_____ Member

AGREEMENT

THIS AGREEMENT is made and entered into on this the 1st day of March, 2017, by and between City of Bolivar, Tennessee, a municipal corporation, hereinafter referred to as "City", and Spring Creek Utility District of Hardeman County, Tennessee, hereinafter referred to as "District".

WHEREAS, the City is in the business of furnishing water to the public and some surrounding towns and areas, and whereas the City has agreed to provide certain services to the District.

NOW, THEREFORE, in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and of the premises and mutual promises contained herein, the parties do hereby agree as follows:

1. City agrees to provide the District with water for it to disburse to its customers at a cost of \$.29 per 100 gallons, subject to any rate changes which may occur. The rate may change on July 1 of each year beginning with July 1, 2017. This agreement shall be good for 20 years. At any time during the term of this agreement either party may end the contract with a twelve (12) month notice. District shall at its own discretion set the sales price for said water to be sold to its customers. The increase in the rate shall not exceed the cost of living adjustment for that year unless there is an overall increase across the board to all customers.
2. District shall, at its expense, furnish the equipment, labor and materials necessary to hook to the City's water.
3. In the event City or District gives the twelve (12) month notice to terminate the contract, the City shall have the right to remove any equipment belonging to the City and the District shall also have the right to remove any equipment belonging to the District at the end of the twelve (12) month period.
4. District shall be responsible for compliance with all State, Local and Federal regulations and any fees associated with said compliance.
5. City recognizes that District is maintaining and dispensing water to its customers. City will in all respects exercise the strictest care required by law and will comply with any and all applicable federal, state and local laws, and

ordinances as existing now or hereinafter coming into force; including, but not limited to, those governing water and water treatment to insure that the water that the District is buying from the City is of good quality.

CITY WILL DEFEND, INDEMNIFY AND HOLD DISTRICT, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEY FEES AND INTEREST ARISING OUT OF CITY'S FAILURE TO COMPLY WITH THIS PARAGRAPH, and such failure by City shall entitle District to the right to cancel this Agreement immediately as it applies to the water purity and quality affected by the failure of the City to exercise due care in the treatment and quality of the water which it is selling to the District.

6. District will carry insurance on any equipment necessary to connect to and disburse the City's water and will be responsible for employee's liability and worker's compensation insurance and general public liability insurance covering the District.
7. This Agreement shall be an exclusive agreement; District shall not purchase water from any other City or Town during the term of this contract, without the City's permission.
8. This agreement shall be effective from the date of signing and shall continue in full force and effect for Twenty (20) years. At the end of the term of Twenty (20) years, said agreement may be extended by the parties for an additional Twenty (20) year term upon the mutual agreement by the parties as to the terms and conditions for said future term.
9. This agreement shall not be assignable by District or by operation of law without prior written consent of City.
10. If either party shall violate any of the provisions of this agreement, the other party, without notice or demand, may terminate this agreement or in lieu thereof or in conjunction therewith pursue any other lawful rights or remedy incident to the relationship created by this agreement.
11. This constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. It is mutually understood and specifically agreed that this agreement is binding upon the respective heirs, successors, administrators, executors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
12. The laws of the State of Tennessee shall govern all provisions of this agreement and this agreement shall be deemed to have been executed in Hardeman County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this agreement the day

and year first above written.

CITY:

CITY OF BOLIVAR, TENNESSEE,
A MUNICIPAL CORPORATION

BY: Barrett Stevens

BARRETT STEVENS, MAYOR

ATTESTED TO:

BY: Sheila Dellinger

SHEILA DELLINGER,
CITY ADMINISTRATOR

DISTRICT:

SPRING CREEK UTILITY DISTRICT OF HARDEMAN COUNTY, TENNESSEE

BY: Robert T. Vickers

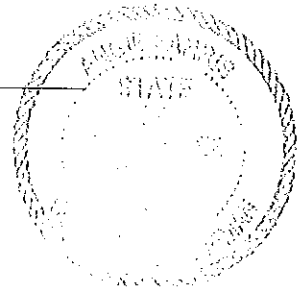
ROBERT T. VICKERS,
PRESIDENT

STATE OF TENNESSEE
COUNTY OF HARDEMAN

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Barrett Stevens and Sheila Dellinger, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the Mayor and City Administrator of The City of Bolivar, Tennessee, a municipal corporation; the within named bargainer, a corporation, and that Barrett Stevens and Sheila Dellinger as such Mayor and City Administrator executed the foregoing Instrument for the purposes therein contained by signing the name of The City of Bolivar, Tennessee, a municipal corporation by themselves as Mayor and City Administrator.

WITNESS my hand and seal of office at Bolivar, Tennessee, on this the 1st day of March, 2017.

Angie Lanis
Notary Public



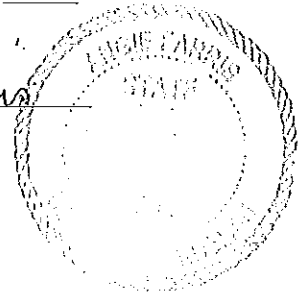
My Com. Exp. 06/07/2020

STATE OF TENNESSEE
COUNTY OF HARDEMAN

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named Robert T. Vickers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Spring Creek Utility District, the within named bargainer, a non-profit corporation, and that he as such President executed the foregoing Instrument for the purposes therein contained by signing the name of Spring Creek Utility District by himself as President.

WITNESS my hand and seal of office at Bolivar, Tennessee, on this the 2nd day of March, 2017.

Angie Lunn
Notary Public



My Com. Exp. 06/07/2020