

RESOLUTION 10-33

A RESOLUTION TO ESTABLISH A POLICY FOR THE SPRING HILL SENIOR CITIZENS TO USE THE UPSTAIRS PORTION OF THE WINCHESTER COMMUNITY FACILITY RECOMMENDED BY THE PARKS AND RECREATION COMMISSION

WHEREAS, the City of Spring Hill owns and maintains the property known as the Winchester Community Center located at 563 Maury Hill Street; and

WHEREAS, the City of Spring Hill, Board of Mayor and Aldermen desire to allow the senior citizens of Spring Hill, certain use of the Winchester Community Facility, a multipurpose facility in which they can congregate for social and recreational activities; and

WHEREAS, the attached policy for the use of the facility also establishes terms and conditions regarding the Premise, term of policy, maintenance and repairs, utilities, equipment, furnishings and fixtures, alterations and additions, insurance, default, inspections, etc, as follows:

“PREMISE

The Premise is certain real property commonly known as the Winchester Community Facility (upstairs) located at 563 Maury Hill Street, Spring Hill, Tennessee (the "Premise"). The Premise is a public building owned by the city and will be open to the public.

TERM

The term of this Policy is for a period of 2 year commencing on _____, 2010 and ending on _____, 2012, renewing annually, unless terminated earlier by the terms provided.

USE

- A. SHSC shall use the Premise only for providing senior citizen services and programs and for no other purpose without City's prior written consent. SHSC shall comply with all laws concerning the Premise or SHSC's use of the Premise, including without limitation, the obligation at SHSC's cost to alter, maintain or restore the Premise in compliance and conformity with all laws relating to the correction, use, or occupancy of the Premise by SHSC during the term of this Policy. SHSC shall not use or permit the use of the Premise in any manner that will tend to create a nuisance or damage to the Premise.

- B. SHSC will submit monthly schedules to City via monthly newsletters; however, periodically the City may require the use of the Premise for city functions. The City will, at the best of their ability, give such notice in a timely manner of at least 14 days for the alteration of previously scheduled events. Upon the City's use of the Premise, the City will be responsible for any damages done to any equipment owned, rented or leased by SHSC and City will be responsible for cleaning after their usage. In the event of an emergency, the city may require use of the facility without notice; if no SHSC events are scheduled.

UTILITIES

- A. The City shall make all arrangements and pay all utilities supplied to the facility. Excessive or abuse of utilities will be billed to SHSC above the normal utility costs.
- B. SHSC shall at all times maintain the thermostat at applicable federal energy saving levels.

MAINTENANCE AND REPAIRS

- A. Except for damages caused by any negligent or intentional act or omission of SHSC, SHSC's agents, employees or invitees, City shall be responsible for maintaining and repairing the following items but not limited to: the foundations, roof, doors, landings, balconies, HVAC, plumbing, electrical, interior and exterior structure of the Premise. City shall also maintain the landscaping (hardscape and landscape maintenance) and other improvements of which the Premise are a part.
- B. City shall keep in good order, condition and repair the interior of the Premise, and every part thereof (including but not limited to HVAC, stoves, refrigerators, ovens). Such maintenance shall include, but not be limited to, the following: windows (including all glass throughout Premise); damaged, carpets (repairs not cleaning), interior doors; interior fixtures; plumbing; and other interior repairs.
- C. SHSC will be responsible for all janitorial and general cleaning services, equipment and supplies. Failure to maintain the Premise in a clean and sanitary condition could result in a termination of such use policies. SHSC also will be responsible for reporting any and all damages or needed repairs to the City in a timely manner.

VII. EQUIPMENT, FURNISHINGS AND FIXTURES

SHSC agrees that any and all equipment, furniture, fixtures and machinery *purchased or provided by the City* for use during the term of this Policy shall, upon termination or expiration of this Policy, become the property of City and remain on the Premise unless otherwise agreed upon in writing by City. See attached inventory list of city provided items. During the term of the agreement SHSC will be responsible for damages or neglect to such city property.

VIII. ALTERATIONS AND ADDITIONS

- A. SHSC shall not, without City's prior written consent, make any alterations, improvements or additions in or about the Premise. City may require SHSC to remove any such alterations, improvements, or additions at the expiration of the term of this Policy and to restore the Premise to their prior condition by giving SHSC thirty (30) days written notice prior to the expiration of the term.
- B. SHSC shall notify City in writing at least thirty (30) days before commencement of any work relating to any alterations, additions, or improvements affecting the Premise. Work shall not commence until written approval has been obtained from City. Such approval and

any special conditions pertaining to the work required of SHSC by City shall be signed by the parties and made a part of this Policy. SHSC shall procure all permits and licenses necessary before commencement of any work on the Premise.

- C. SHSC shall pay, when due, all claims for labor and materials furnished to or for SHSC at or for use in the Premise. SHSC shall not permit any mechanic's liens or material men's liens to be levied against the Premise for any labor or material furnished to SHSC or claimed to have been furnished to SHSC or SHSC's agents or contractors in connection with work of any character performed or claimed to have been performed on the Premise by or at the direction of SHSC.
- D. Unless City requires their removal as set forth above, all alterations; improvements or additions that are made on the Premise by SHSC shall become the property of City and remain upon and be surrendered with the Premise at the expiration of the term of this Policy or any early termination as provided herein. Unless otherwise agreed upon by the parties in writing, SHSC's trade fixtures, furniture, equipment and other machinery, in addition to that which is affixed to the Premise shall also become the property of City and remain upon the Premise at the termination or expiration on the term of this Policy.

IX. INSURANCE

- A. SHSC shall obtain and maintain during the term of this Policy all of the following insurance coverage:
 - 1. Comprehensive General Liability Premises Coverage including Fire Legal Liability Coverage with a policy limit of not less than \$1,000,000 Combined Single Limit per occurrence and annual aggregate.
 - 2. Personal Property Insurance for actual cash value under all risk coverage.
- B. Endorsements shall be obtained for the policies providing the above insurance for the following three provisions:
 - 1. Additional Insured:

"The City of Spring Hill and its elected and appointed boards, officers, agents, volunteers and employees are additional insured with respect to this subject property and contract with City."
 - 2. Notice:

"Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until sixty (60) days after written notice is given to City."
 - 3. Other Insurance:

"Any other insurance maintained by the City of Spring Hill shall be excess and not contributing with the insurance provided by this policy."
- C. SHSC shall provide to City certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by City.

- D. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Policy, or the extent to which SHSC may be held responsible for payments of damages to persons or property.

X. IDEMNITY

SHSC shall indemnify and hold City harmless from and against any and all claims arising from SHSC's use or occupancy of the Premise or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by SHSC in or about the Premise including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising there from.

XI. DEFAULT

- A. Failure to perform any other provision of this Policy if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to SHSC by City.
- B. Notices given under this section shall specify the alleged default and the applicable provisions of this Policy, and shall demand that SHSC perform the provisions of this, within the applicable period of time. No such notice shall be deemed forfeiture or a termination of this Policy unless City so elects in the notice.
- C. If SHSC commits a default under this Policy, City shall have the right to terminate this Policy upon sixty (60) days' advance notice. This remedy is not exclusive, but is cumulative and in addition to any remedies now or hereafter allowed by law.

XII. INSPECTIONS

City shall have the right to enter the Premise at all reasonable times, without notice, for the purpose of inspecting same and making such alterations, repairs, improvements or additions to the Premise or to the building of which the Premise are a part as City may deem necessary or desirable.

XIII. ENTIRE POLICY

This agreement constitutes the entire policy with respect to any matter referenced herein and supersedes any and all writings and oral negotiations. This Policy may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Policy shall prevail over any inconsistent provision in any other contract document appurtenant hereto.”

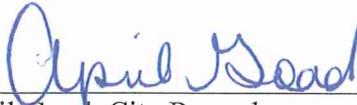
NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached "City of Spring Hill Winchester Community Facility Spring Hill Senior Citizens Use Policy" is hereby approved.

Passed and adopted this 17th day of May, 2010.



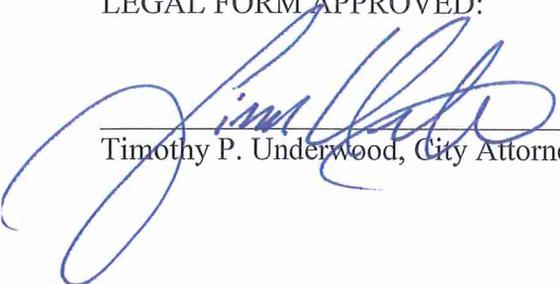
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney