

**RESOLUTION 12-64**

**A RESOLUTION TO APPROVE A USER AGREEMENT CONTRACT WITH THE PARTNERS 4 PARKS AND THE CITY OF SPRING HILL FOR USE OF PARK PROPERTY AT 4311 PORT ROYAL ROAD, SPRING HILL, TENNESSEE**

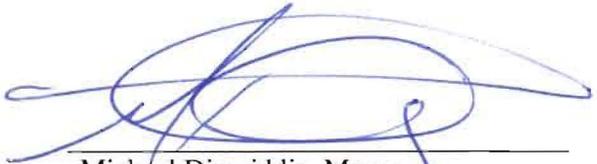
**WHEREAS**, the City of Spring Hill owns and maintains the property located at 4311 Port Royal Road Spring Hill, TN; and

**WHEREAS**, the attached contract for the use of the park property establishes terms and conditions regarding the use, term of policy, maintenance and repairs, utilities, etc.

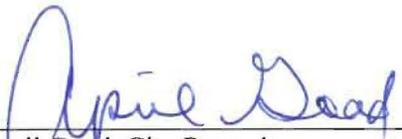
**WHEREAS**, Partners 4 Parks is a Spring Hill community organization whose sole purpose is to encourage development of parks within the city; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached User Agreement Contract with Partners 4 Parks, is hereby approved.

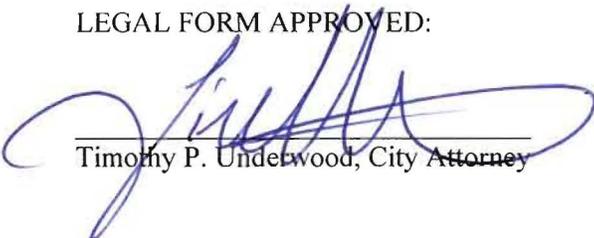
Passed and adopted this 16th day of July, 2012.

  
\_\_\_\_\_  
Michael Dinwiddie, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Timothy P. Underwood, City Attorney

## AGREEMENT

This Agreement is made and entered into on this 16<sup>th</sup> day of July, 2012 by and between The City of Spring Hill ("The City") and Partners 4 Parks ("The User").

The purpose of this Agreement is for The User to assist The City in the development, design and construction of various athletic fields and facilities on City owned property (approximately 29 acres) located at 4311 Port Royal Road, Spring Hill, Tennessee.

NOW, THEREFORE, The City and The User agree as follows:

1. The City will allow The User access to the above described property for three (3) years to implement, design and construct various athletic fields and facilities. Upon construction of such fields, facilities and improvements, such shall immediately become property of The City. Upon the expiration of the third (3<sup>rd</sup>) year, this Agreement will renew annually, if agreed by both parties.

2. All design and construction plans prepared by The User shall be first submitted to the Spring Hill Parks and Recreation Director for The City. The Recreation Director shall then submit the plans to the Park and Recommendation Committee who shall then forward a recommendation to the Board of Mayor and Alderman. No construction shall commence prior to the Board of Mayor and Alderman ratifying and approving an initial design. Any modification or changes to the initial plan must be re-submitted consistent with this procedure.

3. It is understood by the parties that Partners 4 Parks in addition to this project will continue to raise money for other recreational endeavors. However, all funds raised by The User specifically for this project must be expended on the improvements at the location identified in this Agreement consistent with the initial design plan approved by the Board of Mayor and Alderman.

4. It is understood and agreed by The City and The User that The City reserves the absolute right to rescind and cancel this Agreement prior to any termination or renewal date, for any reason that The City determines is in it's best interest. If this Agreement is terminated early by The City, any funds raised by The User shall remain in it's possession. Otherwise, any funds raised by The User, or donated to The User specifically for this project, shall be used on this project prior to any scheduled termination (initial or renewal) or shall be paid to The City.

5. The User shall make no arrangement, or schedule the use of any field, facility or improvement with any recreational or athletic league. Upon construction of the fields, The City, through it's Director of Parks and Recreation, shall organize and schedule the use of any area, field, facility or other improvement.

6. The User does not have the right to assign any portion of this Agreement to any other entity or individual.

7. The User shall promptly pay all invoices or bills to avoid any lien being placed on the property. If The City receives notice of any lien or a threat of such lien, such notice shall be a breach of this Agreement by The User. Such breach will allow The City to terminate this Agreement and require The User to pay to The City any unused funds raised or donated for the improvements contemplated herein.

8. User agrees to abide by all park policies as well as Local, State and Federal codes while on the property.

ENTERED this 16<sup>th</sup> day of July, 2012.

By:   
The City of Spring Hill,  
Mayor Michael Dinwiddle

By:   
Partners 4 Parks,  
Rusty Carroll