

RESOLUTION 20-17

TO EXTEND THE MANAGEMENT AGREEMENT OF RIPPAVILLA PLANTATION WITH RIPPAVILLA, INC

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill, adopted Resolution 17-51, accepting the donation of Rippavilla Plantation from Rippavilla Inc. on May 15, 2017; and

WHEREAS, the Board of Mayor and Aldermen of City of Spring Hill, adopted Resolution 18-15A on February 20, 2018 accepting the recommendation of the Rippavilla Task Force to contract with a third-party organization for the day to day operations of Rippavilla Plantation; and

WHEREAS, the Board of Mayor and Aldermen of City of Spring Hill, adopted Resolution 18-16 accepting the recommendation of the Rippavilla Task Force to contract with Rippavilla, Inc as the third-party organization for the day to day operations of Rippavilla Plantation; and

WHEREAS, the executed Management Agreement contains a mutual option to extend the agreement for two (2) thirty-six (36) month renewal periods with an effective date of July 1, 2018; and

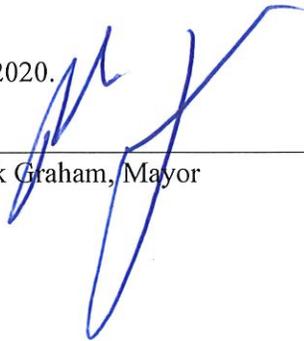
WHEREAS, Rippavilla, Inc has submitted notice in writing indicating their desire to extend the Management Agreement for thirty-six (36) months commencing on July 1, 2020; and

WHEREAS, the Tourism Council has reviewed the request and favorably recommends the extension of the Management Agreement with Rippavilla, Inc for thirty-six (36) months; and

WHEREAS, the Board of Mayor and Aldermen and Rippavilla Inc. mutually desire to amend sections 7B, 8A, 8B to the Management Agreement with Rippavilla Inc. as outlined herein.

NOW THEREFORE, BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the extension of the Management Agreement with Rippavilla, Inc for thirty-six (36) months commencing on July 1, 2020.

Passed and adopted this 16th day of March, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Resolution 20-17 To Extend Management Agreement with Rippavilla Inc*
SUBMITTED BY: Kayce Williams, Economic Development Coordinator
DATE: January 13, 2020
RE: Extension of the Management Agreement with Rippavilla Inc
ATTACHMENTS: Notice to Exercise Option To Extend Agreement
Resolution 18-16
Rippavilla, Inc Management Agreement
Rippavilla Inc Budget Report

PURPOSE:

To review the request by Rippavilla, Inc to extend their operating agreement.

BACKGROUND:

On May 21 2018, the BOMA adopted Resolution 18-16 authorizing the Mayor to execute a management and operation agreement with Rippavilla, Inc. The contract was formally signed by the Mayor on May 21, 2018 and subsequently signed by the Chairman of the Board for Rippavilla Inc, Corrine Tomlinson, on July 6, 2018. Item #3 "Option To Extend" states that Rippavilla Inc shall have the mutual option to extend the agreement for two (2) thirty-six (36) month renewal periods. If desired intent is mutually expressed, the extension is to be formally enacted by resolution. The Tourism Council reviewed the request at their January 9, 2020 meeting and favorably recommended approval of the extension.

FINANCIAL IMPACT:

None

PROPOSED REVISIONS TO MANAGEMENT AND OPERATING AGREEMENT

7. Rippavilla Inc.'s Responsibilities. **Change B to read as follows:**

Interpretation of the property consistent with the Master Plan discussed further in Item 8 and taking into account Rippavilla's four distinct epochs as set forth in "Rippavilla: Telling the Whole Story of the Civil War Era Experience" prepared by the Tennessee Civil War National Heritage Area, specifically:

- (a) Building of the Plantation
- (b) War and Reconstruction
- (c) Agricultural Innovation and Return to Prosperity
- (d) Modern Age

Additionally, interpretation and programming for Rippavilla shall seek to place an emphasis on:

- (a) Rippavilla's unique architecture
- (b) Rippavilla's place in Civil War history
- (c) The lives and contributions of those enslaved at Rippavilla
- (d) Rippavilla's place in the agricultural history of the United States

8. City's Responsibilities. **Change A as follows:**

Fund and oversee the preparation of the Master Plan in conjunction with Rippavilla, Inc. that, among other things, sets forth a chronological focus for the interpretation and programming of the property and revenue-generating activities consistent therewith. The Master Plan shall take into account the four distinct epochs of the property as set forth in "Rippavilla: Telling the Whole Story of the Civil War Era Experience" prepared by the National Civil War National Heritage Area, specifically:

- (a) Building of the Plantation
- (b) War and Reconstruction
- (c) Agricultural Innovation and Return to Prosperity
- (d) Modern Age

The Master Plan shall also provide guidance to best present:

- (a) Rippavilla's unique architecture
- (b) Rippavilla's place in Civil War history

- (c) The lives and contributions of those enslaved at Rippavilla
- (d) Rippavilla's place in the agricultural history of the United States

Change B as follows:

Oversight shall be provided by the Board of Mayor and Aldermen through a monthly report provided by the Executive Director along with a designee of the Board of Rippavilla, Inc. The monthly report shall include updates on operations, compliance with Master Plan and year-to-date financials. Monthly reports shall be included in the Board of Mayor and Aldermen meeting packets.

PROPOSED REVISIONS TO MANAGEMENT AND OPERATING AGREEMENT

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**Rippavilla
Proposed Budget
2019-2020**

	<u>Total Budget</u>	<u>City</u>	<u>Rippavilla</u>
Income			
Tours	48,000		48,000
Gift Shop	25,000		25,000
Special community events	55,000		55,000
Weddings, Ikard, Barn rentals	75,000		75,000
Donations/Development/Fundraising	30,000		30,000
Grants	3,000		3,000
Interest Income	15		15
Other Income	2,500		2,500
Supplement - City of Spring Hill	100,000	100,000	-
Total	<u>338,515</u>	<u>100,000</u>	<u>238,515</u>
Expenses			
Rent to City of Spring Hill	60		60
Salaries	156,000	25,000	131,000
Payroll Tax Expenses	12,300		12,300
Gift shop Purchases for Resale	10,000		10,000
Special Community Events	20,000		20,000
Professional development	1,500		1,500
Real estate taxes	600		600
Tour group expense	100		100
Board expense	100		100
Pest Control	1,800	1,000	800
Security/Fire protection	1,000	1,000	-
Maintenance			
Buildings	10,000	10,000	-
Repairs	5,000	5,000	-
Professional fees	7,700		7,700
License & Permits	500		500
Bank and credit card Charges	3,200		3,200
Meals - Staff	250		250
Travel	500		500
Supplies			
Maintenance	4,000	2,000	2,000
Cleaning/operating	6,000	1,500	4,500
Office	2,000		2,000
Postage	1,000		1,000
Insurance - artifacts, WC, Board	12,000		12,000
Telephone/Internet	2,000		2,000
Utilities	24,000	12,000	12,000
Advertising - general site	10,000		10,000
Website Design & Maintenance	700		700
Dues & Membership	1,500		1,500
Laundry	600		600
Other Expenses	1,605		1,605
Capital imp/Restoration/Acquisitions	42,500	42,500	-
	-		-
Total expense	<u>338,515</u>	<u>100,000</u>	<u>238,515</u>
Net profit (loss)	<u>-</u>	<u>-</u>	<u>-</u>

**Rippavilla
Proposed Budget
2020-2021**

	<u>Total Budget</u>	<u>City</u>	<u>Rippavilla</u>
Income			
Tours	60,000		60,000
Gift Shop	32,000		32,000
Special community events	65,000		65,000
Weddings, Ikard, Barn rentals	75,000		75,000
Site rentals - non wedding	15,000		15,000
Donations/Development/Fundraising	20,000		20,000
Grants	5,000		5,000
Interest Income	15		15
Other Income	2,500		2,500
Supplement - City of Spring Hill	75,000	75,000	-
Total	<u>349,515</u>	<u>75,000</u>	<u>274,515</u>
Expenses			
Rent to City of Spring Hill	60		60
Salaries			
Director	48,000	-	48,000
Docents	65,000		65,000
Curator (part time)	18,000		18,000
Consultant (development/marketing)	25,000		25,000
Payroll Tax Expenses	12,300		12,300
Gift shop Purchases for Resale	12,000		12,000
Special Community Events	25,000		25,000
Pest Control	960	960	-
Security/Fire protection	1,500	1,500	-
Maintenance			
Buildings	10,000	10,000	-
Repairs	5,000	5,000	-
Professional fees	7,500		7,500
License & Permits	500		500
Bank and credit card Charges	3,300		3,300
Meals - Staff	250		250
Travel	500		500
Supplies			
Maintenance	3,000	3,000	-
Cleaning/operating	1,500	1,500	-
Office	1,500		1,500
Postage	1,000		1,000
Insurance - artifacts, WC, Board	11,600		11,600
Telephone/Internet	2,000		2,000
Utilities	24,000	12,000	12,000
Advertising - general site	10,000		10,000
Website Design & Maintenance	545		545
Dues & Membership	1,500		1,500
Other Expenses	1,000		1,000
Restoration	55,000	41,040	13,960
Acquisitions	2,000		2,000
	-		
Total expense	<u>349,515</u>	<u>75,000</u>	<u>274,515</u>
Net profit (loss)	<u>-</u>	<u>-</u>	<u>-</u>

Rippavilla
Proposed Budget
2020-2021 2021-2022

	Total Budget July 1, 2018- June 30, 2019	Actual July 1, 2018- June 30, 2019	Total Budget July 1, 2019- June 30, 2020	Actual July 1, 2019- January 31, 2020	Total Budget July 1, 2020- June 30, 2021	Total Budget July 1, 2021- June 30, 2022
Income						
Tours	60,000	53,426	60,000	29,943	66,000	72,000
Gift Shop	20,000	34,079	32,000	22,450	33,500	35,000
Special Events	60,000	47,687	65,000	58,638	70,000	75,000
Site Rentals (Mansion, Weddings, Ikard, Barn)	70,000	79,792	75,000	27,201	85,000	95,000
Donations/Development/Membership	10,000	30,265	30,000	13,779	55,000	75,000
Grants	3,000	3,800	10,000	9,900	10,000	10,000
Interest Income	15	36	15	17	15	15
Other Income	2,500	3,875	2,500	877	2,500	2,500
Supplement - City of Spring Hill	100,000	100,000	90,000	75,000	80,000	70,000
Total Income	325,515	352,960	364,515	237,804	402,015	434,515
Expenses						
Rent to City of Spring Hill	60	60	60	-	60	60
Salaries/Payroll	125,000	135,867				
Director (\$48,000-\$52,000)			50,000	25,150	50,000	50,000
Docents			65,000	40,549	77,000	85,000
Events Coordinator (part time)			18,000	11,200	18,000	18,000
Development/Marketing	36,000	20,277	27,500	17,187	27,500	27,500
Miscellaneous Payroll (Weddings)	-	-	3,350	2,623	6,500	6,500
Payroll Tax Expenses	8,450	12,834	12,800	8,227	13,700	14,300
Gift Shop Expenses	10,000	27,286	13,500	16,127	14,500	15,500
Special Events	20,000	17,094	25,000	50,285	25,000	25,000
Pest Control	980	1,600	1,700	1,420	1,700	1,700
Waste Disposal	-	-	1,500	803	1,500	1,500
Security/Fire protection	1,580	1,669	800	398	1,000	1,000
Maintenance						
Buildings	10,000	6,052	10,000	584	10,000	10,000
Repairs	5,000	3,822	5,000	7,919	5,000	5,000
Professional fees (CPA)	7,700	6,875	7,500	4,375	7,500	7,500
License & Permits	500	570	500	-	500	500
Bank and credit card Charges	3,200	4,626	4,500	2,215	4,950	5,445
Meals - Staff	250	495	500	114	500	500
Travel	500	232	250	-	250	250
Supplies						
House	4,550	13,403	10,500	8,119	10,500	10,500
Office	1,500	6,070	3,500	3,301	3,500	3,500
Postage	1,000	1,230	800	177	800	800
Insurance - artifacts, WC, Board	11,600	13,100	16,000	9,370	16,000	16,000
Telephone	2,000	1,216	600	129	600	600
Utilities (Electric, Gas, Water, Internet)	24,000	23,067	24,000	14,096	26,400	29,040
Advertising						
General site	8,495	10,428	5,000	4,394	5,000	5,000
Wedding		2,456	5,000	-	5,000	5,000
Website Design & Maintenance	700	505	600	307	600	600
Dues & Membership	1,500	1,493	1,500	728	1,500	1,500
Other Expenses	1,000	675	955	3,678	1,000	1,000
Restoration/Preservation	39,950	23,845	42,750		63,255	83,020
Acquisitions	-	-	2,000	1,485	2,000	2,000
Real Estate Taxes	-	571	700	623	700	700
Professional Development, Tour Group Expense, Board Expense, Laundry		2,607	-	649	-	-
Total expense	325,515	340,025	361,365	236,229	402,015	434,515
Net profit (loss)	\$ -	\$ 12,935.00	3,150	1,574	-	-