

RESOLUTION 22-77

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Board of Mayor and Aldermen acknowledges a need within the City of Spring Hill for additional recreational opportunities and facilities; and

WHEREAS, the Board of Mayor and Aldermen find it in the best interest of the citizens of Spring Hill to authorize the Mayor to execute a Memorandum of Understanding to evaluate the merits of acquiring, constructing and financing a new recreational facility in the City of Spring Hill.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the Mayor is hereby authorized to execute a Memorandum of Understanding, with a city contribution not to exceed \$40,000.00, the best interest of the citizens of Spring Hill demanding it.

Passed and adopted this 2nd day of May, 2022.



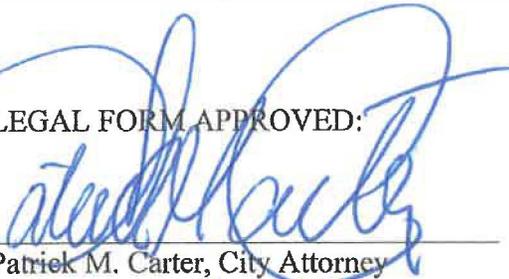
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY AND THE
CITY OF SPRING HILL CONCERNING PRE-DEVELOPMENT ACTIVITIES RELATED TO A
POTENTIAL SPORTS FACILITY IN THE CITY OF SPRING HILL**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between Williamson County (the "County"), and the City of Spring Hill (the "City") as of this 10 day of May, 2022.

WHEREAS, the County and the City are evaluating the merits of acquiring, constructing and financing a potential Recreational facility located within the June Lake development (the "Project").

WHEREAS, should the County and the City choose to proceed with the Project, the governing bodies of the parties must provide formal approval of the Project.

WHEREAS, in order to fully evaluate the merits of the Project and to prepare the documents, reports and other information necessary to properly inform the consideration by the governing bodies of the County and the City (and such other governmental instrumentalities as may be required to approve the Project), the City and/or the County may incur legal, financial advisory and consulting expenses prior to the final approval of the Project.

WHEREAS, it is the desire of the County and the Town to share in the costs of any such expenses.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

I. Agreement to Share Preliminary Project Expenses. The County and the City agree that they will share in any preliminary Project expenses on a 50%/50% basis in accordance with the following terms of this Agreement. Either party may, with the prior written consent of the other party, incur legal, financial advisory and other consulting expenses related to the Project on behalf of both the County and the City. Regardless of which party incurs such expenses, the parties shall in good faith attempt to provide for the initial payment of such expenses on a 50%/50% basis, where feasible. To the extent the initial payment of such expenses on a 50%/50% basis is not feasible, either party may provide for the payment of the entirety of such expenses, in which case the other party shall cause to be appropriated and reimbursed to the paying party an amount equal to its 50% share of such expenses. Reimbursement shall in any event be made not later than June 30, 2023.

II. Authorized Representatives: For purposes of Section I (and any other purpose of this MOU), the County Mayor shall be authorized to act on behalf of the County and the City Administrator shall be authorized to act on behalf of the City.

III. Notices: Any notice to be given pursuant to this MOU may be provided in writing or by electronic transmission.

IV. Term: The allocation of revenues set forth above shall commence as of the date first set forth above and continue until June 30, 2023; provided that, in the event either party has failed to make a required reimbursement to the other by June 30, 2023, this agreement shall remain effective solely for the purpose of contractually enforcing the obligation to make such reimbursement.

V. Authority; No Joint Venture. This MOU is made and entered into pursuant to the authority granted by the parties under the Interlocal Cooperation Act, *Tennessee Code Annotated*, Sections 12-9-101, *et seq.* Nothing herein shall be deemed to create a joint venture or separate entity.

VI. **Entire MOU:** This MOU sets forth the entire understanding between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

VII. **Severability:** Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates recorded below.

ATTEST:

WILLIAMSON COUNTY:


BY: Jamie Desjardins


BY: Rogers Anderson, County Mayor

DATE: 5-10-22

ATTEST:

CITY OF SPRING HILL, TENNESSEE:


BY: April Goad, City Recorder


BY: Jim Hagaman, Mayor

DATE: 5-2-2022