

RESOLUTION 16-84

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
A NON-BINDING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SPRING HILL, TENNESSEE,
AND SPRING HILL LITTLE LEAGUE**

WHEREAS, the City of Spring Hill, Tennessee (“City”) desires to enter into a Non-Binding Memorandum of Understanding with Spring Hill Little League (“SHLL”) (an exemplar of which is attached hereto) regarding developing a permanent home to centrally locate SHLL to serve the children and residents of Spring Hill; and

WHEREAS, the City currently leases property adjacent to the Spring Hill Elementary School (“North Complex”) from the Maury County Board of Education;

WHEREAS, the City has subleased the North Complex to SHLL over the same period of time;

WHEREAS, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

WHEREAS, General Motors (“GM”) has permitted SHLL, pursuant to a use agreement, to use GM’s baseball fields located adjacent to its Spring Hill manufacturing facility (the “South Complex”) since 2011 with SHLL responsible for all maintenance and all improvements to same;

WHEREAS, despite having two locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

WHEREAS, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

WHEREAS, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

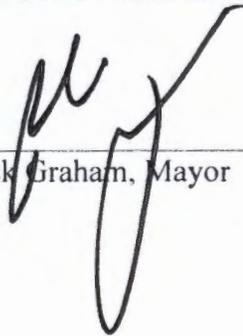
WHEREAS, representatives of the City and SHLL have informally met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

WHEREAS, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto (“Derryberry Lane property”) that it desires to serve a recreational purpose for the Spring Hill Community;

WHEREAS, the City believes it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed and maintained by SHLL to serve the children and residents of Spring Hill;

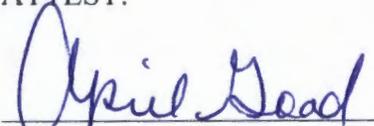
NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute a Non-Binding Memorandum of Understanding on behalf of the City with SHLL in the form that is substantially similar to the exemplar attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of July, 2016.



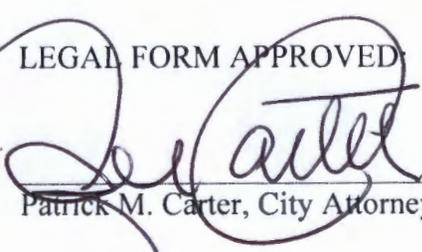
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED



Patrick M. Carter, City Attorney

**NON-BINDING MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRING HILL, TENNESSEE (“THE CITY”)
AND
SPRING HILL LITTLE LEAGUE (“SHLL”)
(COLLECTIVELY AS “PARTIES”)**

This Non-Binding Memorandum of Understanding (“MOU”) is dated _____, 2016, memorializing the good faith agreement of even date by and among the Parties hereto.

WHEREAS, the City has leased property adjacent to the Spring Hill Elementary School (“North Complex”) from the Maury County Board of Education since approximately _____. (See Lease attached as Exhibit A);

WHEREAS, the City has subleased the North Complex to SHLL over the same period of time (see Sublease attached as Exhibit B);

WHEREAS, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

WHEREAS, General Motors (“GM”) has permitted SHLL, pursuant to a use agreement, to use GM’s baseball fields located adjacent to its Spring Hill manufacturing facility (the “South Complex”) since 2011 with SHLL responsible for all maintenance and all improvements to same;

WHEREAS, despite having two locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

WHEREAS, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

WHEREAS, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

WHEREAS, the Parties have met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

WHEREAS, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto (“Derryberry Lane property”) that it desires to serve a recreational purpose for the Spring Hill Community;

WHEREAS, the Parties, believe it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed, owned and maintained by SHLL to serve the children and residents of Spring Hill;

Given the foregoing, the Parties agree as follows, to-wit:

1. This is not a binding contract and shall not be interpreted, treated and/or referred to as such.
2. SHLL agrees to a termination of its sublease with the City with regards to the North Complex and shall, therefore, abandon all improvements and associated facilities at the North Complex therewith. It is understood the City anticipates utilizing the North Complex thereafter for public recreational purposes. The City shall endeavor to time the termination of the SHLL sublease of the North Complex after SHLL has secured replacement facilities for SHLL contemplated herein.
3. The City shall deed the Derryberry Lane property to SHLL for use by SHLL to develop and construct baseball fields and related facilities thereon at the sole cost of SHLL. SHLL shall thereafter be responsible for all improvements, maintenance and expense associated with said property. Said deed shall be subject to a reversionary interest to the City if either of the following events shall occur: (1) SHLL fails to initiate development of the property into the herein-described baseball park, which shall include, but not be limited to the following improvements: Quadplex with bleachers, lights, scoreboards, dugouts and parking, by January 1, 2018; (2) SHLL fails to exist in its current form or in a substantially similar form.
4. It is anticipated that in order to improve the property, SHLL will need to place a first mortgage on the property. SHLL agrees that it will facilitate the City maintaining a second mortgage on the property for the value of the property at the time of deed of said property to SHLL (subordinate to first mortgage).

IN ACKNOWLEDGMENT HEREOF, the Parties hereto have executed this non-binding MOU on the day and year first above written.

CITY OF SPRING HILL, TENNESSEE

By: _____

SPRING HILL LITTLE LEAGUE

By: _____

FIRST FARMERS

Member FDIC

September 6, 2016

RE: Spring Hill Little League Inc.

To: Board of Mayor and Alderman

Dear Ladies and Gentleman of the Board,

Please be advised that Kenneth Sullivan, Treasurer, and Thomas Mentcer, President, of Spring Hill Little League, Inc., have approached First Farmers and Merchants Bank to discuss alternatives for financing to support their endeavor to secure future accommodations for the baseball team. First Farmers will be working with the organization to assist in obtaining the necessary credit facilities necessary for the financing.

If there are any specific questions, please feel free to contact me anytime, my contact information is provided below.

Sincerely,



Rob Ferrara
Spring Hill Market Manager
Phone 931/486-2212 ext. 2213
Email Rob.Ferrara@MyFirstFarmers.com