

**Brentwood City Commission Agenda**

**Meeting Date:** 05/22/2023

Res 2023-57 - Direction to Staff Regarding Negotiations with Williamson Co on Interlocal Agreement Concerning Development of Indoor Racquet Facility

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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**Information**

**Subject**

Resolution 2023-57 - Direction to City Staff Regarding Negotiations with Williamson County on an Interlocal Agreement Concerning Development of an Indoor Racquet Facility in Crockett Park

**Background**

Since the 2020 announcement of the planned closure of the Maryland Farms YMCA, there has been considerable community concern and discussion regarding the significant loss of tennis court capacity. Over the past several months, City staff have been in conversations with Williamson County Parks and Recreation staff regarding the potential for a joint project to develop an indoor racquet facility in Crockett Park that would include both tennis and pickleball courts. In addition, the topic has been discussed in several recent City Commission work sessions.

During these work session discussions, staff have been unable to obtain clear direction from a majority of the commission on the preferred path forward. This includes such fundamental issues as whether to partner with the County and, if we do partner with the County, what is the expectation regarding priority access for Brentwood residents at a new joint City/County facility. Without clarity and consensus on these fundamental items, staff cannot move this project forward.

The attached resolution seeks Commission direction on how to proceed with this project. As drafted, the resolution would authorize staff to proceed with formal negotiations for preparation of an interlocal agreement between the City and Williamson County on development of an indoor racquet facility on city-owned land in Crockett Park. Attached to the resolution is a proposed list of terms that are intended to be the priorities for the City in negotiation of the interlocal agreement. The primary terms on this include:

1. The partnership agreement would be similar to the existing indoor soccer facility in Crockett Park. The property and structure would be owned by the City but operated by the County under a long-term lease with the County assuming all responsibility for operations including utilities and routine cleaning, maintenance, etc.
2. Maximum project budget of \$12 million with a 50/50 cost share between Brentwood and Williamson County. This includes all site development and utility-related costs necessary for construction.

3. The City will be the contracting agency for design and construction and will waive all associated city permit fees except water and sewer capacity/tap fees.
4. The County will establish a system to account for the financial operations of the facility separately from all other County park operations so that net revenues from facility operations can accurately be determined.
5. A net revenue sharing arrangement shall be established based on the initial 50/50 cost share formula.
6. The County shall create a dedicated capital maintenance fund for this facility and an agreed upon amount of annual revenue shall be set aside (prior to revenue sharing calculation/distribution) for major maintenance such as bubble replacement, HVAC replacement, etc. Funds in this capital maintenance fund shall only be used for maintenance projects at the indoor racquet facility and not in any other Williamson County park facility. Any use of funds from this capital maintenance fund shall be agreed to by both parties.
7. Scheduling and operation of the facility must provide for a reservation system that ensures Brentwood residents have first priority access to 50% of available clinic and court contract reservation time. The specific details of the Brentwood priority reservation system shall be included as part of the final interlocal agreement to be approved by each governing body.

If the attached resolution is approved, staff will proceed with negotiations in hopes presenting a proposed interlocal agreement for formal consideration by the Board of Commissioners within the next 90 days. Note that approval of this resolution does not constitute final approval for the project. Final approval for the project to proceed and a commitment of funding would only come with approval of the interlocal agreement. If the attached resolution is not approved, staff will notify the County that we do not intend to partner on the proposed facility, and we will await further direction from the Commission.

**Staff Recommendation**

Staff believes a partnership with the county is the most prudent action from both a financial and operational perspective and therefore recommends approval.

**Fiscal Impact**

**Amount :** N/A

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

No financial obligations will be incurred by the City if the resolution is approved.

**Attachments**

Resolution 2023-57

List of Terms

**RESOLUTION 2023-57**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING STAFF FOR THE CITY OF BRENTWOOD TO PROCEED WITH FORMAL NEGOTIATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENTWOOD, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE ON THE DEVELOPMENT OF AN INDOOR RACQUET FACILITY ON CITY-OWNED LAND IN CROCKETT PARK**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** That staff are authorized to proceed with formal negotiations for preparation of an Interlocal Agreement between the City of Brentwood and Williamson County, Tennessee on the development of an Indoor Racquet Facility on City-owned land in Crockett Park, with a proposed list of terms that are intended to be the priorities for the City in negotiation of the interlocal agreement being attached hereto and made a part of this resolution by reference.

**SECTION 2.** That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

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MAYOR Mark W. Gorman

ADOPTED: \_\_\_\_\_

*Approved as to form:*

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RECORDER Holly Earls

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CITY ATTORNEY Kristen L. Corn

**BRENTWOOD/WILLIAMSON COUNTY INDOOR RACQUET FACILITY**  
**INTERLOCAL AGREEMENT OUTLINE OF TERMS**

1. The partnership agreement would be similar to the existing indoor soccer facility. The property and structure would be owned by the City but operated by the County under a long-term lease with the County assuming all responsibility for operations including utilities and routine cleaning, maintenance, etc.
2. The facility is intended to include seven (7) tennis courts and six (6) pickleball courts with a sufficient noise barrier system designed between the two uses.
3. The current proposed design for the facility consists of a permanent bubble structure with a connected brick and mortar building consisting of an entrance lobby, restrooms, offices, and other accessory use spaces.
4. Alternative facility designs that reduce costs may be considered provided any alternate facility design must be approved by both parties.
5. Maximum project budget of \$12 million with a 50/50 cost share between Brentwood and Williamson County. This includes all site development and utility-related costs necessary for construction.
6. The City will be the contracting agency for design and construction and will waive all associated city permit fees except water and sewer capacity/tap fees.
7. Williamson County will provide its share of funding to the City on an agreed upon schedule to be specified in the interlocal agreement.
8. The county will establish a system to account for the financial operations of the facility separately from all other county park operations so that net revenues from facility operations can accurately be determined.
9. A net revenue sharing arrangement shall be established based on the initial 50/50 cost share formula.
10. The County shall create a dedicated capital maintenance fund for this facility and an agreed upon amount of annual revenue shall be set aside (prior to revenue sharing calculation/distribution) for major maintenance such as bubble replacement, HVAC replacement, etc. Funds in this capital maintenance fund shall only be used for maintenance projects at the indoor racquet facility and not in any other Williamson County park facility. Any use of funds from this capital maintenance fund shall be agreed to by both parties.
11. The City shall have the right to review all financial records for the facility upon request and the County shall provide financial reports to the City no less frequently than quarterly.
12. The schedule and operation of the facility must provide for a reservation system that ensures Brentwood residents have first priority access to 50% of available clinic and court contract reservation time.
13. The specific details of the Brentwood priority reservation system shall be included as part of the final interlocal agreement to be approved by each governing body.
14. The City shall have the right to review all residency records for the facility upon request and the County shall provide residency usage reports to the City no less frequently than monthly.
15. The remaining 50% of clinic and court time will be managed in accordance with standard Williamson County reservation policies and procedure.
16. The fees charged by Williamson County for facility use, clinics, etc. shall be no less than the fees charged for the same services at other Williamson County facilities providing indoor racquet courts. If Williamson County proposes to charge higher fees at the Crockett facility than at other comparable Williamson County facilities providing indoor racquet courts, the City must approve of the higher fee schedule.
17. All individuals working at the facility will be Williamson County employees or contractors and will be subject to the Williamson County personnel policies and procedures.
18. The City will be responsible for obtaining and maintaining property insurance for the facility with Williamson County responsible for obtaining and maintaining liability and workers' compensation insurance. All insurance costs from each party will be included in the financial accounting for building operations and factored into the net revenue calculation.
19. Should the City elect to increase the scope of the project to incorporate any other facilities or uses not directly related to the operation of an indoor racquet facility, all costs associated with this added scope for the City's benefit would be a 100% City expense.