



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #15  
WRKS  
11/12/13

## MEMORANDUM

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November 5, 2013

TO: Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator *ES*  
Lisa R. Clayton, Parks Director  
Vernon Gerth, ACA Community & Economic Development

SUBJECT: Letter of Intent for development of a multi-use equestrian facility at the Park at Harlinsdale

### **Purpose**

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider into a non-binding, mutual agreement (Letter of Intent) with the Friends of Franklin Parks, LLC (FOFP) the City of Franklin to work cooperatively for the future development of Harlinsdale Farm.

### **Background**

In 2012, the Friends of Franklin Parks, LLC signed a Memorandum of Understanding with the City to further the mission of the Friends of Franklin Parks, which is to “cultivate stewardship within our community to preserve our culture and natural resources, enhance the park experience and expand its legacy for future generations. In April 2013, the FOFP presented to the City the concept of developing a multi-use purpose equestrian complex and arena for the Park at Harlinsdale Farm. The FOFP has further developed this project plan and would like to move forward with pursuing fundraising and project development.

### **Financial Impact**

Preliminary, estimated costs for completion of the first phase activities are estimated at \$300,000 - \$500,000.

### **Liability**

FOFP, the Parks Department and the City all acknowledge that there is no intent to create any binding legal rights or obligations at this time. The liability with such a project shall be discussed during the planning and development phase of the project if the letter of intent is approved through the Board of Mayor and Alderman.

### **Options**

The Board may choose to approve, decline, or modify the Letter of Intent for the multi-use equestrian facility.

### **Recommendation**

Acceptance of the Letter of Intent is recommended. In entering into the agreement, FOFP and the City acknowledge that there is no intent to create any binding legal rights or obligations at this time.

[insert FOFP letterhead]

**LETTER OF INTENT**

November \_\_, 2013

City of Franklin  
Attn: Eric Stuckey, City Administrator  
Franklin City Hall  
109 Third Avenue South  
Franklin, Tennessee 37064

**Re: Friends of Franklin Parks / Harlinsdale Farm**

Dear Mr. Stuckey:

This letter of intent serves as a statement of the mutual intent of Friends of Franklin Parks, LLC ("FOFP") and the City of Franklin ("City") to work cooperatively for the future development of Harlinsdale Farm.

FOFP was formed in 2011, as a non-profit limited liability company under the laws of the State of Tennessee to promote the social welfare of the citizens of the City by promoting the development and improvement of public park facilities in the City. FOFP also secures, manages and invests privately raised funds, gifts and bequests in support of the City's Parks Department ("Department"). In recognition of such, the City and FOFP entered into an agreement to further such purposes (COF Contract No 2012-106).

FOFP and the Department are currently developing plans to help the City achieve the goals of returning active equestrian opportunities to Harlinsdale Farm for the citizens of the City. FOFP is also soliciting private funding to help offset the expense of returning equestrian opportunities to Harlinsdale Farm. Harlinsdale Farm is a former walking horse farm that is currently owned by the City as park property, and subject to a conservation easement held by the Land Trust of Tennessee.

FOFP and the Department anticipate that development of Harlinsdale Farm will occur in phases. The FOFP Board would like to develop the barns and adjacent areas into an active equestrian facility that focuses on public equestrian events as well as an educational and public event space for the Franklin community. In the first phase, we propose to build a multipurpose equestrian arena with functional paddocks for horse activities. We feel this will bring more people to the site and be a stimulus for further enhancement of the old barns, the Hayes home, multi-purpose trails, the Interurban Power Plant, and interpretation of other historically significant events. Additional phases will focus on enhancing the parking and on the development of a museum telling the story of the horse in Middle Tennessee. In summary, FOFP and the Department intend to work together to develop a sustainable business and operations

plan for the long-term viability of Harlinsdale Farm that involves the return of active equestrian facilities for the citizens and organizations of the City in compliance with the conservation easement and master plan for Harlinsdale Farm.

The first phase of the development of Harlinsdale Farm, which is the sole purpose of submitting this letter, would involve the design and construction by FOFPP of: (i) a multi-purpose equestrian arena; (ii) additional / updated stall space in existing barns; and (iii) new paddock areas. In addition, FOFPP understands that the Department will be working toward addition of new, improved parking areas and functional bathroom facilities. These activities are all consistent with the conservation easement and related master plan for Harlinsdale Farm. FOFPP will develop a detailed timeline with Department input for implementing the first phase activities. FOFPP and the Department expect that the first phase of development can be completed within 12 to 18 months.

FOFP is already in the process of securing private funding and other donations to help offset the costs of this first phase of development. FOFPP will also allocate funds from events over the past two years, and has also developed a list of donors that want to participate in the project. The public capital campaign will formally begin upon approval of this document. FOFPP understand that the City is also securing grant funding for equestrian trails and additional parking. Upon acceptance and approval of this letter of intent by the Franklin Board of Mayor and Alderman, FOFPP will work with the Department to develop a full scope of design and construction for completion of the first phase activities.

FOFP and the City expect cooperative future operation and management of the facilities that are involved in this first phase of development. More specifically, it is anticipated that future operation and management would be addressed through negotiation and implementation of a “usage agreement” or contract of similar import to continue the partnership between FOFPP and the City.

This letter is intended to constitute a letter of intent only. FOFPP, the Department, and the City all acknowledge that there is no intent to create any binding legal rights or obligations at this time. FOFPP appreciates the opportunity to work with the City to develop and improve public parks in the City. If the City is in agreement with the foregoing, please sign and return one copy of this letter, which will constitute our understanding with respect to its subject matter.

Sincerely,

FRIENDS OF FRANKLIN PARKS, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Read, understood and accepted by:

CITY OF FRANKLIN

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and legality by:

\_\_\_\_\_  
Kristen L. Corn  
Staff Attorney, City of Franklin

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