



HISTORIC
FRANKLIN
TENNESSEE

ITEM #5
CIC
03-10-11

MEMORANDUM

March 3, 2011

TO: Board of Mayor and Alderman

FROM: Eric S. Stuckey, City Administrator
Lisa R. Clayton, Parks Director
Catherine Powers, Planning & Sustainability Director
Brad Wilson, Facilities Manager
Amanda Hall, Historic Preservation Planner
Vernon Gerth, ACA Community and Economic Development

SUBJECT: Tennessee Historical Commission Grant

Purpose

The purpose of this memorandum is to request approval to enter into a Grant Contract, between the State of Tennessee Historical Commission and the City of Franklin for the provision of architectural services for the rehabilitation and restoration of the main barn at Harlinsdale Farm Park.

Background

The historical main barn on the grounds in the Park at Harlinsdale Farm is in need of rehabilitation and restoration due to the dilapidation of its current condition. During the flood of 2010, the main barn experienced flood waters in the flooring of the structure and received damage due to the rain and high winds. City personnel are recommending entering into a Professional Service Agreement for design of the renovations with an architectural firm. Each year, the Tennessee Historical Commission has a grant process in place for historical projects. The rehabilitation and restoration of the main barn aligned with this process. The Tennessee Historical Commission has awarded the City \$25,000 toward the design of phase I and II of the professional service agreement.

Financial Impact

The financial impact of the design is \$27,900 for phase I and \$45,450 for phase II with a total of \$73,350.00. The TN Historical Commission grant would be a total of \$25,000 toward the restoration and rehabilitation design portion.

Recommendation

The various departments involved in this project recommend approving the grant application and accepting the covenants and preservation agreements attached within full grant contract.

*Preservation Covenant
for
Harlinsdale Farm
Franklin, Tennessee*

This covenant is made the _____ day of _____, 2011, by the City of Franklin (hereafter referred to as the "Owner") and in favor of the State of Tennessee acting through the State Historic Preservation Officer (hereafter referred to as the "Grantee") for the purpose of the preservation of a certain property known as the Harlinsdale Farm, located in the Ninth Civil District, Williamson County, Franklin, Tennessee, which is owned in fee-simple by the Owner and is listed on the National Register of Historic Places. This agreement shall be recorded with the owners deed to the subject property as a restrictive covenant and shall run with the land and be binding on the Owner, its successors and assigns.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the Harlinsdale Farm. The property's address is Harlinsdale Farm Tennessee 37064 and is the same property conveyed to the City of Franklin, Tennessee by deed of record in Book 3390, page 181, Register's Office for Williamson County, Tennessee.

This covenant is executed as a condition of the eligibility of the Owner for financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund in accordance with the provisions of Section 102(a)(5) of the National Historic Preservation Act as amended. In consideration of the sum of \$25,000.00 received in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the Owner hereby agrees to the following for a period of five (5) years.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Owner agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Owner agrees at all times to maintain the Property in as good and sound state of repair as on the completion of the grant funded work and to maintain the subject Property, including other structures or features of the site, according to the *Standards of the Secretary of Interior for Treatment of Historic Properties* so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places. The Owner agrees that the Grantee, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
4. The Owner further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public way, the Owner will provide public access to view the grant-assisted work or property no less than 12 days a year on an equitably spaced basis. The Owner will publish notification in

newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the Tennessee Historical Commission during the term of the agreement. At the Owner's option, the property may also be open at other times by appointment, in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

- 5. The Owner agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Tennessee Historical Commission.

- 6. This covenant shall become effective when the Owner files it in the Office of the Recorder of Williamson County, Tennessee, with a copy of the recorded instrument provided to the Grantee. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

- 7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

Grantee

Owner

Tennessee State Historic
Preservation Officer

City of Franklin

Date

date

Witnessed by Notary Public

Witnessed by Notary Public