



HISTORIC  
FRANKLIN  
TENNESSEE


ITEM #10  
WRKS 08/09/2011

## MEMORANDUM

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August 3, 2011

**TO:** Board of Mayor and Aldermen

**FROM:** Eric S. Stuckey, City Administrator   
Catherine Powers, Planning and Sustainability Director

**SUBJECT:** City of Franklin Contract #2011-0110; Acceptance of Grant Funds from the National Park Service

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### **Purpose**

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) regarding Contract #2011-0110, Acceptance of Grant Funds from the National Park Service for Purchase of the Lorings Advance Tract.

### **Background**

At the April 12, 2011 voting meeting, the Board of Mayor and Aldermen approved Resolution 2011-22, "Declaring The Intent Of The City Of Franklin To Act As A Governmental Pass-Through Entity For Certain Land Acquisition Project As Requested By The Civil War Preservation Trust." In this Resolution, it was set forth that the City will be a governmental "pass-through" for funds from the National Park Service that will be deposited with the City, and then forwarded to the Civil War Preservation Trust for its purchase of certain Civil War Battlefield land-the Lorings Advance Tract. This contract is between the City and the National Park Service and sets forth the terms and conditions of receiving the funds, and also provides that all subcontractors and subrecipients (i.e. the Civil War Preservation Trust) must abide by the terms and conditions as well.

### **Financial Impact**

There is no anticipated financial impact to this agreement. As described in Resolution 2011-22, the City acting as a government pass-through for the purchase of this battlefield property is at no cost to the City.

### **Recommendation**

Approval of the proposed agreement is recommended.



# United States Department of the Interior

NATIONAL PARK SERVICE  
1849 C Street, N.W.  
Washington, D.C. 20240

## Grant Agreement No. 47-11-CW-1901 Battlefield Acquisition Grant – Franklin II, Tennessee

Upon signature of both parties below, the National Park Service (NPS) will have obligated with this Grant Agreement monies appropriated from the Land and Water Conservation Fund for the acquisition of Civil War Battlefield land in the amount of \$103,000 by Public Law 112-10, making Department of the Interior appropriations for Fiscal Year 2011. The term of this grant agreement is:

**Beginning Date: July 1, 2011**

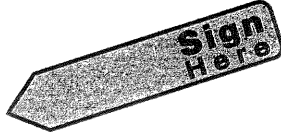
**Ending Date: June 30, 2012**

In accepting this grant, evidenced by signature below, **City of Franklin**, agrees to comply with Department of the Interior regulations and requirements governing Federal grants stipulated in Office of Management and Budget (OMB) Circular A-102 (Administrative Requirements for Grants to State and Local Governments; see 43 CFR 12.42-12.92); Circular A-87 (Cost Principles for Grants to State and Local Governments); and Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations). These requirements are hereby incorporated by reference into this grant agreement. In accordance with 18 U.S.C. 1913, none of these funds may be used for lobbying purposes as defined in the special conditions contained on the following pages. These special conditions are also hereby incorporated into this grant award. The terms and conditions of this grant award shall be extended to subrecipients and subcontractors.

In witness thereof, the parties have executed this grant agreement as of the date entered below:

**CITY OF FRANKLIN**

**NATIONAL PARK SERVICE**



\_\_\_\_\_

\_\_\_\_\_

Mayor

Chief, American Battlefield Protection Program

\_\_\_\_\_

\_\_\_\_\_

Date signed

Date signed

Attachments:

- Budget Changes/Special Grant Conditions
- Interim Progress Report form for use later in the grant
- Final Progress Report format for use later in the grant
- SF 270 Request for Advance or Reimbursement for use when requesting payment

Approved as to form  
by City Attorney's Office on  
7 / 25 / 11  
Initials: YAL

## APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
47-11-CW-1901	July 1, 2011	June 30, 2012

The terms of the grant award include the following special conditions necessary to obtain the objectives of the grant, facilitate administration of the grant, and to protect the interests of the Federal Government. Grantee noncompliance with these terms and conditions and the requirements of Office of Management and Budget (OMB) Circulars A-102 and A-87 will cause disallowance of costs incurred under the grant. In addition to other lawful remedies, in the event of noncompliance with any grant conditions, the grant may be suspended, terminated or annulled pursuant to OMB Circular A-102 (see 43 CFR 12.83-12.84).

The grantee shall not assign or otherwise transfer final responsibility for this Grant Agreement, the grant, or the project to any third party. The execution of subcontracts shall not alter or modify the obligations of the grantee. However, the grantee may subcontract for performance of project-related work summarized in this Grant Agreement. The grantee must administer this grant award free from conflict of interest, bribery, "kickbacks," cost-plus-a-percentage-of-costs contracts, and other procurement practices prohibited by 43 CFR 12.76.

**Special Condition #1, Limitations on Grant Expenditures.** The term of availability of these grant funds is from **July 1, 2011**, through **June 30, 2012**. All costs incurred must be billed to NPS by **September 30, 2012**. Expenses charged to this grant may not be incurred prior to the beginning date specified above, or subsequent to the grant end date specified above (unless the Grant Agreement's end date is formally extended in writing by NPS). Such expenditures may not exceed the maximum limits shown on this grant award, or amendments subsequently approved in writing by NPS. The grantee assumes fiscal liability, without recourse to NPS, for commitments that exceed the funds provided in the Grant Agreement.

**Special Condition #2, Preagreement Costs.** Preagreement costs consist of grant-related costs incurred prior to the start date of this grant agreement. In accordance with OMB Circular A-122, preagreement costs beginning **March 1, 2011**, incurred for the acquisition of the Lorings Advance Tract at Franklin II Battlefield are hereby approved. Documentation of these preaward costs must be retained for review by the grantee's financial audit.

**Special Condition #3, Allowable Costs:** All costs charged to the grant must be directly related to and necessary for the achievement of the approved objectives and budget of this grant, as specified in Grant Condition #15, below, unless an amendment is approved in writing by NPS. Expenses charged must be incurred only for eligible costs in accordance with OMB Circular A-102 and OMB Circular A-87; and supported by approved contracts, purchase orders, requisitions, bills, or other evidence of liability consistent with generally established purchasing procedures and generally accepted accounting principles.

**Special Condition #4, Non-Federal Matching Share:** At least **\$103,000** in eligible non-Federal matching contributions that are allowable and properly documented in accordance with 43 CFR 12.64 must be used during the grant period to share the costs for this grant. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the de-obligation of remaining unexpended funds.

**Special Condition #5, Fundraising Costs:** In accordance with OMB Circular A-87, Attachment B, Item 21, costs of fundraising are not eligible costs chargeable to the grant for reimbursement or as eligible non-Federal matching share contributions.

## APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
47-11-CW-1901	July 1, 2011	June 30, 2012

**Special Condition #6, Lobbying Prohibitions.** Costs associated with activities or any form of communication designed to influence in any manner a Member of Congress to favor or oppose any legislation or appropriation are unallowable as a charge to this grant. None of the funds awarded may be used to process any grant or contract documents which do not include the text of 18 U.S.C. 1913 prohibiting lobbying with appropriated funds. In accordance with Public Law 108-447 (the Fiscal Year 2005 Appropriations Act for the Department of the Interior and Related Agencies), recipients shall not use any part of the appropriated funds for any activity or for the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

**Special Condition #7, Performance Reports:**

**A. Interim Progress Report:**

The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

- a) Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;
- b) The need for adjustment (revision) to the project budget; and
- c) The lack of non-Federal matching share to meet the amount required by this Grant Agreement

An acceptable Interim Progress Report covering performance on this grant must be submitted by the grantee **no later than December 31, 2011** unless the acquisition has been completed beforehand. Failure to submit an acceptable report by that date may result in suspension of funds or other administrative action.

**B. Final Progress Report:**

An acceptable Final Progress Report must be submitted within 90 days after the end date of the grant, in this case by **September 30, 2012**. Failure to submit an acceptable progress report by the date specified, and in the format prescribed by NPS, may result in suspension of funds or other action.

**Special Condition #8, Prior Approval Requirements:** The grantee may not, without written approval by the NPS grant awarding official (that official whose signature/title appears on the grant award document, or his designee), make changes in the approved scope of work or budget that would substantively alter the approved scope of work (43 CFR 12.70).

**Special Condition #9, Debarment and Suspension:** In accordance with Executive Order 12549 "Debarment and Suspension" the grantee and its subgrantees must not make any award or permit any award (by subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

## APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
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**Special Condition #10, Financial Audit:** The grantee shall obtain an audit of grant expenditure records in accordance with OMB Circular A-133 which requires a Single Agency Audit for any grantee who expends \$500,000 or more in Federal grant funds (from all sources) in a fiscal year. The single audit must be performed in accordance with the Auditing Standards outlined in OMB Circular A-133, and include all grantee expenditures and operations.

Submission of the Form SF-SAC **and** the Single Audit Reporting package for Fiscal period ending on or after January 1, 2008, must be submitted by the grantee to the National Park Service, Historic Preservation Grants Division, 1201 I Street, NW, Washington, DC 20005; and to the Federal Audit Clearinghouse, via the Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The online submission must be entered within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier. Also, a reasonable proportion of the costs of an acceptable audit performed may be charged to this grant. Failure to comply with this Special Condition may result in withholding of payments or other sanctions as appropriate."

**Special Condition #11, Record Keeping:** The grantee must maintain the property, personnel, financial, procurement and other records and accounts pertinent to the funds awarded by this grant in accordance with 43 CFR 12. The grantee and its contractors will permit on-site inspections by NPS representatives, and will effectively require employees and board members to furnish such information as, in the judgment of NPS representatives, may be relevant to a question of compliance with grant conditions and directives on the effectiveness, legality and achievements of project work.

**Special Condition #12, Access to Records:** The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of financial or programmatic audit and examination to any books, documents, papers, and records of the grantee that are pertinent to the grant at all reasonable times during the period of retention provided for in 43 CFR 12.

**Special Condition #13, Publicity and Press Releases:** Press releases about this project must acknowledge the grant assistance provided by NPS and copies of the press releases must be provided to NPS. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

**Special Condition #14, Publications:** The grantee must include acknowledgment of NPS grant support and a nondiscrimination statement in all publications and videos assisted with grant monies and/or concerning NPS grant-supported activities. At least two copies of each publication and video concerning NPS grant-assisted activities, or published with NPS grant assistance, must be furnished to the NPS within 30 calendar days of publication. All publications, including video and audio tapes, must contain the following disclaimer and acknowledgement of NPS support: "This material is based upon work assisted by a grant from the Department of the Interior, National Park Service. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior." All consultants hired by the grantee must be informed of this requirement. The National Park Service shall have a royalty-free right to republish any published material generated by this grant.

## APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
47-11-CW-1901	July 1, 2011	June 30, 2012

**Special Condition #15, Method of Payment:** An SF-270, *Request for Advance or Reimbursement*, must be faxed to the NPS Grant Awarding Official for approval of payment requests. After NPS has notified the grantee that the payment request is acceptable, the grantee can then transmit the payment request on the SMARTLINK payment system. Payment of grant funds will then be made by SMARTLINK electronic transfer of funds to a specified bank account of the grantee.

**Special Condition #16, Approved Budget and Scope of Work:** The approved Summary of Objectives and Results to be performed with this grant award is as follows:

Acquisition of 4.89 acres (Lorings Advance Tract) of the Franklin II Battlefield.

The approved Work/Cost Budget is summarized as follows:

Land Acquisition – Federal Share	\$103,000
<hr/>	
<b>TOTAL PROJECT COST</b> (including non-Federal matching share)	\$206,100

**Special Condition # 17, Project Sign:** The grantee shall place a sign readable from each public right-of-way at the grant-assisted property. The sign must briefly identify the historical significance of the property and that it is being preserved with the help of a Federal grant from the Land and Water Conservation Fund, administered by the National Park Service. The sign must be erected within 60 calendar days of the acceptance of the contract of sale by the seller, and remain in place for at least 24 months. A photograph of the sign must be included with the Final Report submitted to NPS (see Grant Condition #7). The cost of fabricating and erecting this sign is an eligible cost for this grant.

**Special Condition # 18, Public Access:** The fundamental purpose of the Land and Water Conservation Fund is to assist in the acquisition and/or development of public outdoor recreation areas. Accordingly, grantees must provide for the appropriate public access to and enjoyment of any lands or interests in lands acquired with assistance from this program, subject to necessary and reasonable measures on the part of the grantee to protect the historic features of the battlefield from damage or loss.

**Special Condition # 19, Real Property Appraisal Requirements:** Prior to the expenditure of grant funds for the purchase of real property, an acceptable appraisal prepared no more than 90 days prior to the signing of the contract to purchase the property must be obtained. A professional appraiser licensed and certified in accordance with Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), as amended, in the State where the appraised property is located, must perform the appraisal. A copy of the appraisal must be submitted to the NPS. The subgrantee is responsible for obtaining the appraisal and for submitting that appraisal to a reviewer at the state level for review. Appraisal preparation, documentation and reporting must be made in conformance with the standards and practices of the *2000 edition of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)* and the *Uniform Standards of Professional Appraisal Practices (USPAP)* published by the Appraisal Foundation. (Note: The "before and after" method of appraisal, as described in the UASFLA, is mandatory.) The UASFLA can be obtained from the Department of Justice website at [www.justice.gov/enrd/land-ack](http://www.justice.gov/enrd/land-ack). The cost of the appraisal and appraisal review are allowable costs for this grant.

## APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

GRANT NUMBER:	BEGINNING DATE:	ENDING DATE:
47-11-CW-1901	July 1, 2011	June 30, 2012

**Special Condition # 20, Prohibition against Conversion:** The purpose of this grant is to acquire and preserve, for future generations, the historical sites and hallowed ground of America's battlefields. Accordingly, Section 6(f) of the Land and Water Conservation Act requires that the land acquired with this grant shall not be converted to other uses without the express written consent of the National Park Service, but must be preserved in perpetuity. These provisions shall be included in any conveyance documents of land or interests in lands acquired under this grant. The grantee agrees that a permanent record shall be kept in the relevant public property records and be available for public inspection to the effect that this property was acquired with Federal assistance, and that it shall not be converted to other than preservation uses without the written approval of the NPS. The grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the grantee of this agreement shall be the specific performance of this agreement, and that the amount of the grant cannot be repaid to negate the requirements of this agreement.

**Special Condition # 21, Preservation Easement:** In order to provide permanent protection of the historical values inherent in the battlefield lands acquired with the assistance of this grant, the grantee or sub-grantee, whichever is purchaser of the lands, must execute a perpetual easement on the acquired lands. The terms and conditions of that easement are subject to the approval of the National Park Service. The easement must be sufficient to prevent the development of the acquired lands for any purpose other than preservation and interpretation of the historic battlefield and/or accommodation of the visiting public through appropriate visitor center facilities. The easement must also govern the setting and design of any structures, roadways, parking areas, or other facilities that may be necessary for these permitted purposes. The grantee shall convey the easement to the State Historic Preservation Officer, or to another government agency approved by the National Park Service. A copy of the easement must be recorded with the property deed among the public property records of the jurisdiction in which the battlefield is located. In cases where a State government agency will acquire and manage the property, the State must enter into a letter of agreement with the NPS, stating the State will preserve and maintain the property and its historic features for future generations. This letter will be recorded with the deed for the property and will run with the land in perpetuity.

**Special Condition # 22, Required Project Documentation For Funding:** Prior to the expenditure of any funds from this grant to acquire real property, and at least 60 calendar days prior to the proposed closing date of any property purchase, the grantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a final budget with applicable itemized costs (such as appraisal costs, land survey costs, and closing costs) for the total amount of the grant award (Federal plus the required nonfederal share);
- (b) a statement identifying the source(s) of nonfederal matching share to be contributed and its current availability;
- (c) an appraisal of the property to be purchased and a copy of the appraisal review approving the appraisal of the property to be purchased (the appraisal and appraisal review must comply with the requirements stipulated in Grant Condition #19 above);
- (d) a legal boundary description of the property with associated GPS boundary coordinates;
- (e) a draft copy of the preservation easement that incorporates the provisions required by the NPS. The draft must be submitted for NPS review (any revisions subsequently transmitted by NPS to the grantee must be incorporated into the easement prior to the purchase of the property and prior to recording of the deed);
- (f) a copy of the contract to purchase the property;
- (g) a copy of the title insurance policy;

APPLICATION AND BUDGET CHANGES/SPECIAL CONDITIONS

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<b>GRANT NUMBER:</b>	<b>BEGINNING DATE:</b>	<b>ENDING DATE:</b>
<b>47-11-CW-1901</b>	<b>July 1, 2011</b>	<b>June 30, 2012</b>

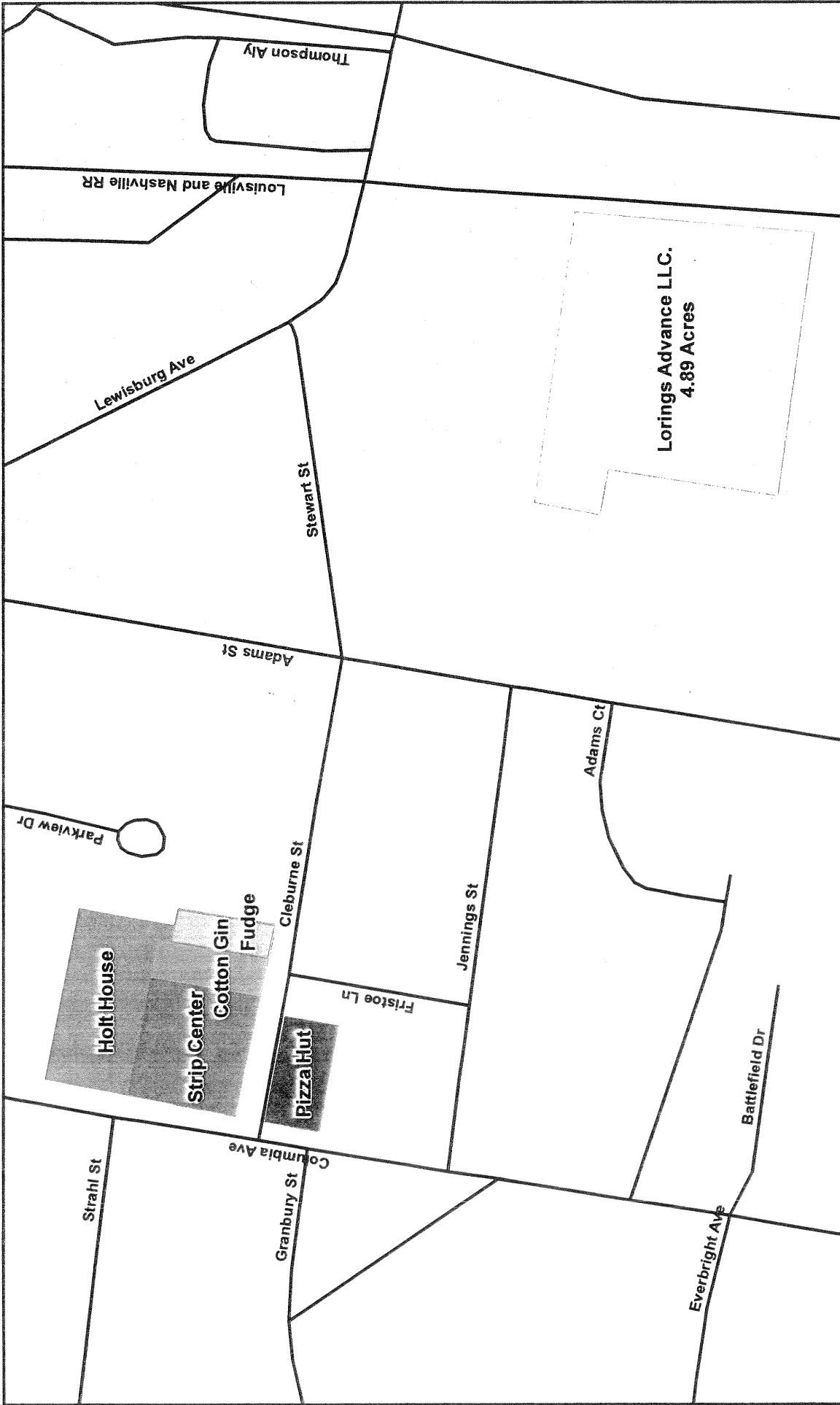
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- (h) two photographs of the property to be purchased. Photos may be black and white 35mm printed on archival photo paper or digital, submitted on a CDR; and
- (i) an SF 270 Request for Reimbursement.

**Special Condition #23, Required Project Documentation for Closeout:** Prior to the closing out of this grant, and within 90 days for the grant's end date, the grantee must submit the following documentation to the NPS American Battlefield Protection Program:

- (a) a copy of the final recorded deed with 6(f) language;
- (b) a copy of the final recorded easement (See Special Condition #21);
- (c) a statement of public access (See Special Condition #18);
- (d) a Final Progress Report, including a photo of the project sign (See Special Condition #7 and #17);  
and
- (e) if applicable, a copy of the Form SF-SAC and the Single Audit Reporting package must be sent to NPS within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever is earlier (See Special Condition #10).





Prepared for the Civil War Preservation Trust

**Lorings Advance LLC Tract at  
Franklin Battlefield  
(Williamson County, TN)**

N

0 0.025 0.05 0.1 Miles

Created on 1/29/10 by EW

	Lorings Advance LLC
	Fudge Tract
	Holt House
	Strip Center
	Cotton Gin
	Pizza Hut
	Battlefield Core Area

**CITY OF FRANKLIN, TENNESSEE  
AGREEMENT  
COF Contract No 2011-0109**

THIS AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and CIVIL WAR PRESERVATION TRUST hereinafter referenced as Contractor, who mutually agree as follows:

**DECLARATIONS.**

**WHEREAS**, City was requested by Contractor to act as a "governmental pass-through entity" for a certain land acquisition project ("Project"); namely, the purchase of the Lorings Advance Tract of the Franklin Battlefield in Franklin, Tennessee; and

**WHEREAS**, the City of Franklin Board of Mayor and Aldermen resolved, in Resolution 2011-22, to act as the governmental pass-through entity for these projects; and

**WHEREAS**, acting as a governmental pass-through entity involves the City receiving grant funds from the United States Department of the Interior, National Park Service (NPS), and immediately transferring the funds to Contractor; and

**WHEREAS**, as a condition for receiving these funds, the City must enter into a Grant Agreement with the NPS, which sets out terms and conditions; and

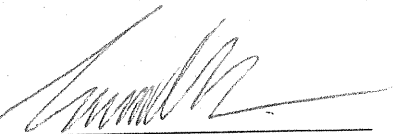
**WHEREAS**, the City desires and the Contractor agrees that Contractor shall be solely responsible for reporting requirements and other terms as set out by the Grant Agreement.

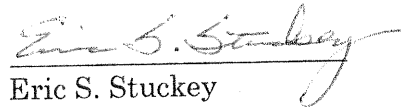
**NOW THEREFORE:**

1. The foregoing recitals are referenced and included as if stated fully herein.
2. **SCOPE OF SERVICES.** Contractor shall provide all services for the Projects in accordance with the Grant Agreement. The City shall not be responsible for any requirements set forth in the Grant Agreement. The Grant Agreement as found in Attachment A shall be considered as an integral part hereof.

3. Consultant shall submit copies of all documents related to the Projects to the City's Planning and Sustainability Department, Historic Preservation Office.
4. City shall transfer grant funds to Contractor upon receipt of the funds via the SMARTLINK system, as provided by the Grant Agreement.

This Agreement is Entered Into this \_\_\_\_\_ Day of \_\_\_\_\_ 201\_\_.

BY:   
Contractor's Signature  
TITLE: DIRECTOR OF REAL ESTATE  
Date: 7/24/11

BY:   
Eric S. Stuckey  
City Administrator  
Date: \_\_\_\_\_

Approved as to form by:

  
Kristen L. Corn, Staff Attorney

6. **Approval of Minutes**

*Alderman Skinner moved to approve the following minutes as presented: March 8, 2011 Work Session, March 8, 2011 Regular BOMA meeting, March 10, 2011 Special Work Session, March 22, 2011 Work Session, March 22, 2011 Executive Session, and March 22, 2011 Special BOMA meeting. Seconded by Alderman Barnhill. Motion carried unanimously.*

7. **Recognitions**

None

8. **Miscellaneous Reports**

- Mayor Moore announced the State of the City event would take place at 7:00 a.m., Wednesday, April 27, 2011, in Liberty Hall at The Factory. Complimentary breakfast provided.

9. **CONSENT AGENDA**

All items under the Consent Agenda are deemed non-controversial and routine in nature by the governing body. They will be approved as recommended by Committee or staff by one motion of the governing body. The items on the Consent Agenda will not be discussed. Any member of the governing body desiring to discuss an item on the Consent Agenda may request that it be removed from the Consent Agenda and be placed on the Regular Agenda. It will then be considered at that time. Staff recommends that Item Numbers 11-25 be placed on the Consent Agenda.

*Alderman Burger moved to defer Items 14 and 15 to April 26, 2011 due to the lack of supporting documentation, and to approve the Consent Agenda Items 11-25, with the exception of Items 14 and 15. Seconded by Alderman Martin. Motion carried unanimously.*

**NEW BUSINESS**

10. **Consideration of Agreement with Berry's Chapel Utility, Inc. to Perform Utility Billing Services**

**Steve Sims, Assistant City Recorder**

*Alderman Martin moved to approve the Agreement with Berry's Chapel Utility, Inc. to perform utility billing services. Seconded by Alderman Bransford. Motion carried unanimously.*

**CONSENT AGENDA**

11. **Consideration of RESOLUTION 2011-19, A Resolution Authorizing the Sale of Surplus Compost Material by the City of Franklin Streets Department**

**Joe York, Streets Department Director**

*Resolution 2011-19 approved unanimously*

12. **Consideration of RESOLUTION 2011-22, A Resolution Declaring the Intent of the City of Franklin to Act as a Governmental Pass-Through Entity for the Lorings Advance Tract Acquisition Project as Requested by the Civil War Preservation Trust**

**Eric Stuckey, City Administrator**

*Resolution 2011-22 approved unanimously*

June 3, and that those streets close at 9:00 a.m. along with half the Square (Mellow Mushroom side). They further request the block of the theatre remain closed overnight until 1:00 p.m. June 4 to allow for the children's celebration. They expect Governor Haslam will attend for the time capsule ceremony. The event is being publicized throughout the Southeast.

4. **Consideration of Event Permit Application from SOL Restaurant in Downtown Franklin for Cinco De Mayo Celebration on May 5, 2011**

**David Rahinsky, Interim Police Chief**

No comments or questions

5.\* **Consideration of Agreement with Berry's Chapel Utility, Inc. to Perform Utility Billing Services**

**Steve Sims, Assistant City Recorder**

Eric Stuckey noted this item is to consider an agreement to modify the existing contract with Lynnwood Utility District to recognize changes in organizational name to Berry's Chapel Utility, Inc. due a change in corporate structure and to make minor revisions in text. The City has been doing business with Lynwood since 1999, essentially as a billing agent, with no authority to regulate this utility or have any action to impact their business.

There were comments in the press that might suggest otherwise. Mayor Moore indicated a donation was received to his campaign; however, he returned the check to the donor because of the perception of a relationship between the donor and the City's billing agreement.

6.\* **Consideration of RESOLUTION 2011-22, A Resolution Declaring the Intent of the City of Franklin to Act as a Governmental Pass-Through Entity for the Lorings Advance Tract Acquisition Project as Requested by the Civil War Preservation Trust**

**Eric Stuckey, City Administrator**

Alderman Skinner asked Mike Walker and Sam Huffman of the Civil War Preservation Trust to talk about the property. It is a five-acre landlocked tract surrounded by buildings and is core battlefield close to the Cotton Gin site on Columbia Avenue and the Collins Farm property off Lewisburg Pike.

7.\* **Consideration of Liquor License Retailer's Certification (Renewal) for Westside Wine & Spirits, 188 Front Street, Suite 108 (Westhaven PUD), Franklin, Tennessee 37064 (Wesley Alexander)**

8.\* **Consideration of Liquor License Retailer's Certificate (New) for the Corner Wine & Spirits, 1110 Hillsboro Road, Franklin, Tennessee (Vrushank Ramesh Surati)**

9.\* **Consideration of Liquor License Retailer's Certificate (Renewal) for Case Selects Wine & Spirits, 3046 Columbia Avenue, Franklin, Tennessee 37064 (Thomas Klaritch)**

**Lanaii Benne, Assistant City Recorder**

Items 7, 8, and 9 taken together. No questions or comments.

RESOLUTION 2011-22 *a*

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF FRANKLIN TO ACT AS A  
GOVERNMENTAL PASS-THROUGH ENTITY FOR CERTAIN LAND ACQUISITION PROJECT  
AS REQUESTED BY THE CIVIL WAR PRESERVATION TRUST**

**WHEREAS**, The City of Franklin is home to numerous Civil War battlefields; and

**WHEREAS**, in particular, the City of Franklin is home to the Lorings Advance Tract, which is located on the Franklin Battlefield, on the site where Loring's Division, Featherston's Brigade came across as the Confederates made their charge against the left Union flank which was defended by Col. Israel N. Stiles' brigade; and

**WHEREAS**, the City appreciates the necessity of protecting these historic lands; and

**WHEREAS**, the City has been requested by the Civil War Preservation Trust to act as the governmental pass-through sponsor for the acquisition of property utilizing funds from the National Park Service American Battlefield Protection Program; and now therefore:

**BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN,  
TENNESSEE THAT:**

The City of Franklin will serve as the governmental sponsor for the Lorings Advance Tract in the Franklin Battlefield. The City, through its Mayor and/or City Administrator, will execute an agreement with the Civil War Preservation Trust to provide for the fulfillment by the Civil War Preservation Trust of all requirements of any Grant Agreement with the National Park Service for the acquisition of this property. The City will be notified in writing by the National Park Service that all grant requirements have been met and that funds will be transferred to the City. The City will then commence transfer of funds to the Civil War Preservation Trust. The City will not be providing any funds toward the battlefield acquisition.

Approved this 12<sup>th</sup> day of April, 2011.

ATTEST:

BY: *Eric S. Stuckey*  
ERIC S. STUCKEY  
City Administrator

CITY OF FRANKLIN, TENNESSEE

BY: *[Signature]*  
DR. KEN MOORE  
Mayor