



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda

Work Session

Tuesday, September 8, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0782](#) Consideration of Event Permit for Centennial High School Homecoming Parade on October 1, 2015 (09/08/15 WS) .

Sponsors: Deb Faulkner
Attachments: [CHS Homecoming Parade REVISED App 2015.pdf](#)
2. [15-0786](#) Consideration of Event Permit for Franklin High School Homecoming Parade on October 15, 2015 in Downtown Franklin (09/08/15 WS) .

Sponsors: Deb Faulkner
Attachments: [FHS Homecoming Parade REVISED App 2015.pdf](#)
3. [15-0783](#) Consideration of Event Permit for Front Street Craft Beer Celebration Sponsored by the Westhaven Foundation in Westhaven on October 3, 2015. (09/08/15 WS)

Sponsors: Deb Faulkner
Attachments: [Front Street Craft Beer Festival 2015 REVISED App.pdf](#)
4. [15-0784](#) Consideration of Event Permit for Light the Way for Team Elliott at Eastern Flank Battlefield Park on October 11, 2015. (09/08/15 WS)

Sponsors: Lisa Clayton
Attachments: [Light the Way REVISED App 2015.pdf](#)
5. [15-0785](#) Consideration of Event Permit for Celebration of Nations Sponsored by Sister Cities in Downtown Franklin on October 10, 2015. (09/08/15 WS)

Sponsors: Deb Faulkner
Attachments: [Celebration of Nations 2015 REVISED App.pdf](#)

6. [15-0787](#) Consideration of Event Permit for Pumpkinfest Sponsored by the Heritage Foundation in Downtown Franklin on October 24, 2015. (09/08/15 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [Pumpkinfest REVISED App 2015.pdf](#)
7. [15-0736](#) Review of Inclusionary Housing Initiatives.
- Sponsors:** Vernon Gerth, Chris Bridgewater and Building and Neighborhood Services (BNS)
8. [15-0757](#) Consideration Of Ordinance 2015-42, To Be Entitled, "An Ordinance To Rezone 2.3 Acres From Specific Development-Mixed Use (SD-X) District To General Commercial (GC) District For The Property Located At 1222 Liberty Pike." (08/27/15 FMPC 8-0; BOMA 1st Reading 9/8/15 7-0, 2nd Reading 10/13/15 7-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen
- Attachments:** [The Standard, Lot 1 Rezoning MAP](#)
[ORD 2015-42 The Standard Subdivision Rezoning Lot 1 Request](#)
[standard lot 1](#)
- Legislative History**
- | | | |
|---------|--|--|
| 8/27/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
9. [15-0739](#) *Consideration Of Addendum Number 1 To City Of Franklin Contract Number 2014-0140 In An Amount Of \$10,700 For Additional Services For The Parks Comprehensive Master Plan.
- Sponsors:** Lisa Clayton
- Attachments:** [COF Contract # 2014-0140 Addendum to the Existing PSA](#)
[COF 2014-0140 Amendment No 1 to PSA with BWSC.pdf](#)
10. [15-0506](#) Consideration of Resolution 2015-32, "A Resolution to Amend the City's Policy on Water and Sanitary Sewer Availability." (05/28/15 CIC, 08/27/15 CIC 3-0; 09/08/15 AND 9/22/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [Res 2015-32 Policy on Water and Sewer Availability 1992.pdf](#)
[Res 2015-32 Water and Sewer Availability Policy.doc](#)
[Res 2015-32 Standard Annexation Agreement LA.doc](#)
- Legislative History**
- | | | |
|---------|------------------------------|--|
| 5/28/15 | Capital Investment Committee | referred to the Capital Investment Committee |
| 8/27/15 | Capital Investment Committee | referred to the Board of Mayor & Aldermen |

11. [15-0735](#) Consideration of COF Contract Number 2015-0261, A Memorandum of Understanding (MOU) between the City of Franklin and the Tennessee Department of Transportation (TDOT) for the State of Tennessee "Open Roads Policy" (09/08/15 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [State of Tennessee Open Roads Policy.pdf](#)
12. [15-0745](#) Consideration of Resolution 2015-68, To Be Entitled: "A Resolution of the Board of Mayor and Aldermen for Amendment Number 2 to the City of Franklin Employees' Pension Plan" (09/08/15 WS)
- Sponsors:** Shirley Harmon and Eric Stuckey
- Attachments:** [RES 2015-68.pdf](#)
[RES 2015-68 2nd Amendment.pdf](#)
[House Bill 0249](#)
- Legislative History**
8/25/15 Work Session referred to the Work Session
13. [15-0777](#) Consideration of Resolution 2015-72, A Resolution to Adopt Amendment Number 3 to the City of Franklin Employees' Pension Plan (09/08/15 WS)
- Sponsors:** Eric Stuckey and Russ Truell
- Attachments:** [Resolution 2015-72.docx](#)
[Third Amendment to Pension 2015](#)
[Pension committee minutes August 2013](#)
- Legislative History**
8/25/15 Work Session referred to the Work Session
14. [15-0798](#) Consideration of bid award to Neely Coble Co., Inc. of Nashville, Tennessee in the total amount of \$109,112 for one (1) single-rear-axle dump truck for the Maintenance Division of the Streets Department (Purchasing Office Procurement Solicitation No. 2016-008; \$115,000 budgeted in 310-89520-43100 for fiscal year 2016; Contract No. 2015-0302) (09/08/15 WS)
- Sponsors:** Joe York
- Attachments:** [2016-008 Tabulation of bids](#)
[2015-0302 Procurement Agreement, signed for vendor, with attachment.pdf](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

HISTORIC
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EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information: For additional space, use separate sheets of paper and attach to the application.

- 1) Location requested (if Temporary Street Closure only, list major roads to be closed):

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

✓ Other: Mallory Ln

- 2) Name/purpose of event:

Centennial High School Homecoming Parade

- 3) Date or dates of event:

10/1/15

- 4) Time of Event:

1:55 - 2:30

- 5) Time of Street Closure (if applicable):

1:50 - 2:30

Set-Up Date/Time: _____

Tear-down Date/Time: _____

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

- 6) Name of Applicant and Organization Requesting Permit:

Centennial High School

a) Address: 5050 Mallory Ln

b) Phone: 615-472-4270

c) Cell: 615-476-8580

d) Fax: _____

e) E-mail address: shelleys@wcs jenniferb2@wcs.edu

- 7) Person in charge on day of event:

Dr. Leigh Webb

Cell: 615-476-8580

E-mail address: leighw@wcs.edu



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8) Name and Cell Number of at least two others available on day of event:

Name: Shelley Stice Cell: 615-815-7877 E-mail address: shelleys@wcs.edu

Name: Jennifer Beasley Cell: 615-421-8572 E-mail address: jenn.f.b@wcs.edu

9) DETAILED description of event (use additional sheets):

~~REMOVED~~ see attached description

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

1,800

12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No

(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
N/A
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
N/A
- 23) During what time period is sound amplification requested? N/A
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
N/A
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.* - Sent with 1st application

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: [Signature]
(Signature and title – must be officer of organization)

Date: 8/5/15

Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

Return application to:
City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

2015 Homecoming Parade Detailed Description of Event:

The Centennial Homecoming Parade will begin its procession out of the southernmost school parking lot entrance. The parade will turn right and will continue north on Mallory Ln. toward McEwen Dr. When the parade reaches the northern most entrance of the school across from Sonic and the strip mall it will make a U-turn and begin traveling southbound on Mallory Ln. toward Liberty Pk. Then the parade will turn again at the southernmost entrance of the school and head back into the southernmost parking lot.

5050 Mallory Ln, Franklin, TN 37067, USA

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CHS Homecoming Parade Route 2015



Stanwick Dr

Huffine Manor Cir

Mallory Ln

Mallory Ln

5050

START/
FINISH

Interstate 65 Hwy S

Interstate 65 Hwy N

FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

— Parade Route

OFFICE USE ONLY:

Permit No: _____



CITY OF FRANKLIN PARADE PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.

Please read application carefully and fully complete each section.

A non-refundable application fee of \$100 is due at time of filing.

Note: Filing the application does not guarantee that the parade request will be granted

I am requesting a: ☒ street closure ☒ parade permit
☐ other special event ☐ beer served (separate permit required)

Please supply the following information. If additional space is needed, use a separate sheet of paper and attach to the application.

- 1) Location requested (if Temporary Street Closure only, list major roads to be closed)
- | | | |
|--|---|---|
| ☐ Aspen Grove Park | ☐ Liberty Park | ☐ Eastern Flank Battlefield |
| ☐ Field Stone Farms | ☐ Pinkerton Park | ☒ Other: Main Street |
| ☐ Jim Warren Park | ☐ Harlinsdale Farm | |

2) Name/ purpose of event: **Franklin High Homecoming Parade**

3) Date or dates of event: **Thursday, October 15, 2015**

4) Time of event: **Beginning: 10:30am (9:15 set-up) Ending: 11:00am**

5) Time of street closure (if applicable): **10:30-11am**

Set-up Date/Time: 10/15/15 at 9:15 am Tear-down Date/Time: 10/15/15 at 11am

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements sections for more information.

6) Name of Applicant and Organization Requesting Permit:

Willie Dickerson, principal; Franklin High School

a) address:

Franklin High School
810 Hillsboro Road, Franklin, Tennessee 37064

b) Phone:

615-472-4450

c) cell:

N/A

d) fax:

615-472-4478

e) Email address:

willied@wcs.edu

7) Person in charge on day of event:

Betsy Taylor

cell: **210-6987**

email: **betsyt@wcs.edu**

8) Name and Cell Number of at least two others available on day of event:

Willie Dickerson

cell: **394-4587**

email: **willied@wcs.edu**

9) DETAILED description of event:

The FHS Homecoming parade is an annual event that many members of the community have come to look forward to each year. The FHS student council works with businesses of the downtown community to foster a spirit of community and make the parade and the homecoming a success and event of which the city may be proud. The FHS Homecoming parade provides an opportunity for the community to come together in support of the school. The floats and student cars provides an opportunity for students to display pride in their community and demonstrate spirit for their school. The parade is a positive tradition that many community members and alumnus look forward to each year..

10) ENCLOSE A DETAILED MAP of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. *For large-scale events, map should be obtained from the City's DIS division.*

Main Street at 5th Avenue to Main Street at 2nd Avenue – See Map.

11) An estimated number of persons who will participate and an estimated number of attendees expected to attend during the course of the event:

Approximately 400 – 500 students will participate in the parade

Approximately 1200 students will view the parade

Members of the community may view the parade

12) Please attach a list containing the names, addresses, and phone numbers of the chairperson of the organization and all other persons involved in the management or control of your organization.

All parade activities are being organized by the administration of Franklin High School in conjunction with the student council and the student council mentors. The organizers may be reached by contacting the school – 615.472.4450

13) Is your organization based in Williamson County: **YES**

14) Is your organization authorized to do business in Tennessee? **YES**

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? If yes, please attach a copy of IRS tax exemption letter providing proof of status. **YES**

16) Will you charge and admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. **NO**

17) Will any charity, gratuity, or offers be solicited or accepted during the event? **NO**

18) Is this event a fundraiser? If yes, what organization will be benefactor of event? What percentage of funds will they receive? **NO**

- 19) Will parking in the area of the parade need to be restricted or prohibited during such closure?
NO
- 20) Will any sound amplification equipment be used during the parade?
NO
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)? **N/A**
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Only school marching band
- 23) During what time period is sound amplification requested? **N/A**
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.) **N/A**
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for this event? If yes, Applicant must give specific details as to the location and types of games/activities, i.e. inflatables, horseshoes, relay races, etc. along with the name of the company providing the sates and/or activities. Applicant must also include a copy of that company's insurance certificate indicated coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site and end of event. ***Rented inflatables/interactive that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
NO
- 26) What, if any, vendors will be present at event (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. **NO**
- 27) Will food, beverages, or merchandise be sold or given away? If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Questions #28. **NO**
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check list Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (Provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.
- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a **grease waste hauler** to handle the grease waste and removal of the grease pit. A

copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

30) Will you require a temporary water tap? **NO**

31) Will alcohol, beer, and/or wine be given away or sold? **NO**

32) Will your event include tents or other temporary structures, propane use, or open flames? **NO**

33) Attach Good Neighbor Letter and Mailing list used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

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PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Eric S. Stuckey, Principal Date: 7/6/15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20__.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

*
* **Return application to:** *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*

If you have questions concerning your request, please call 615-550-6606.

Franklin High School

810 Hillsboro Road,
Phone: (615) 472-4450

Principal: Willie Dickerson

Assistant Principals: Jason Eubanks,
Nicole Patton, Marlon Ruck,
Edwin Ruth



Franklin, TN 37064
Fax: (615) 472-4478

Counseling Center: Gwen Parks,

Angela Sawyers, Leticia Varela
Dan Winfree, Susan Womack
Counseling Fax: (615) 472-4479

An International Baccalaureate School

June 22, 2015

Dear Franklin Community,

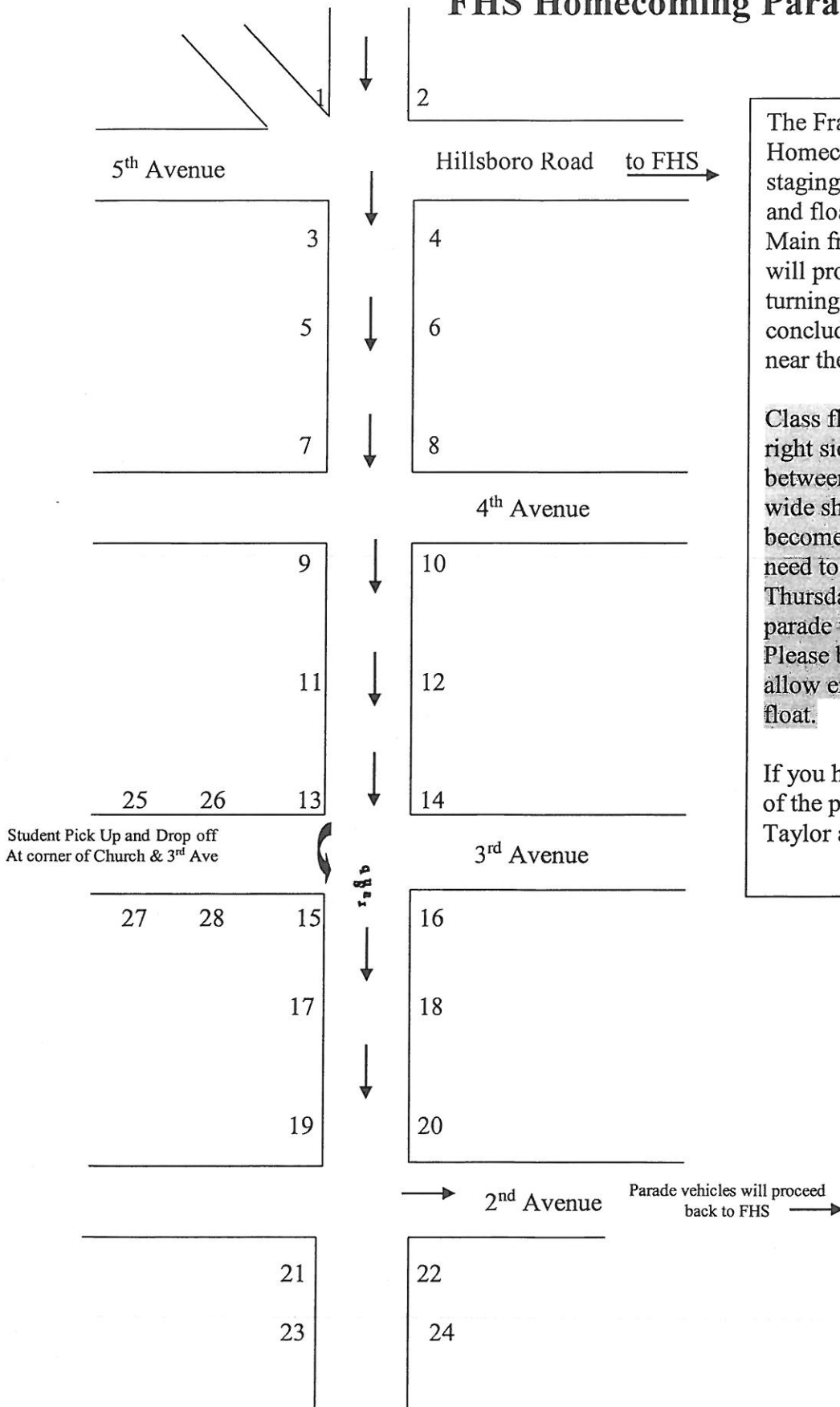
It is with great excitement that we announce Thursday, October 15, 2015 will be Franklin High School's Homecoming. Following our longstanding tradition, we will have a parade through downtown at 10:30am on Homecoming Day. The students and faculty always anticipate with great excitement this day of celebration, as do many in the community. We appreciate all of the support and encouragement the greater Franklin community regularly offers to our school, students and staff.

Please do not hesitate to contact us at school if we can be of any assistance to you as we continue to plan for Homecoming 2015.

Sincerely,

Willie Dickerson
Principal, Franklin High School
615-472-4450 x. 4469
willied@wcs.edu

FHS Homecoming Parade Map



The Franklin High School Homecoming Parade will begin final staging on West Main Street. Cars and floats should approach West Main from 11th avenue. The parade will progress down Main Street turning right on 2nd Avenue and concluding at the gravel parking lot near the end of 2nd avenue.

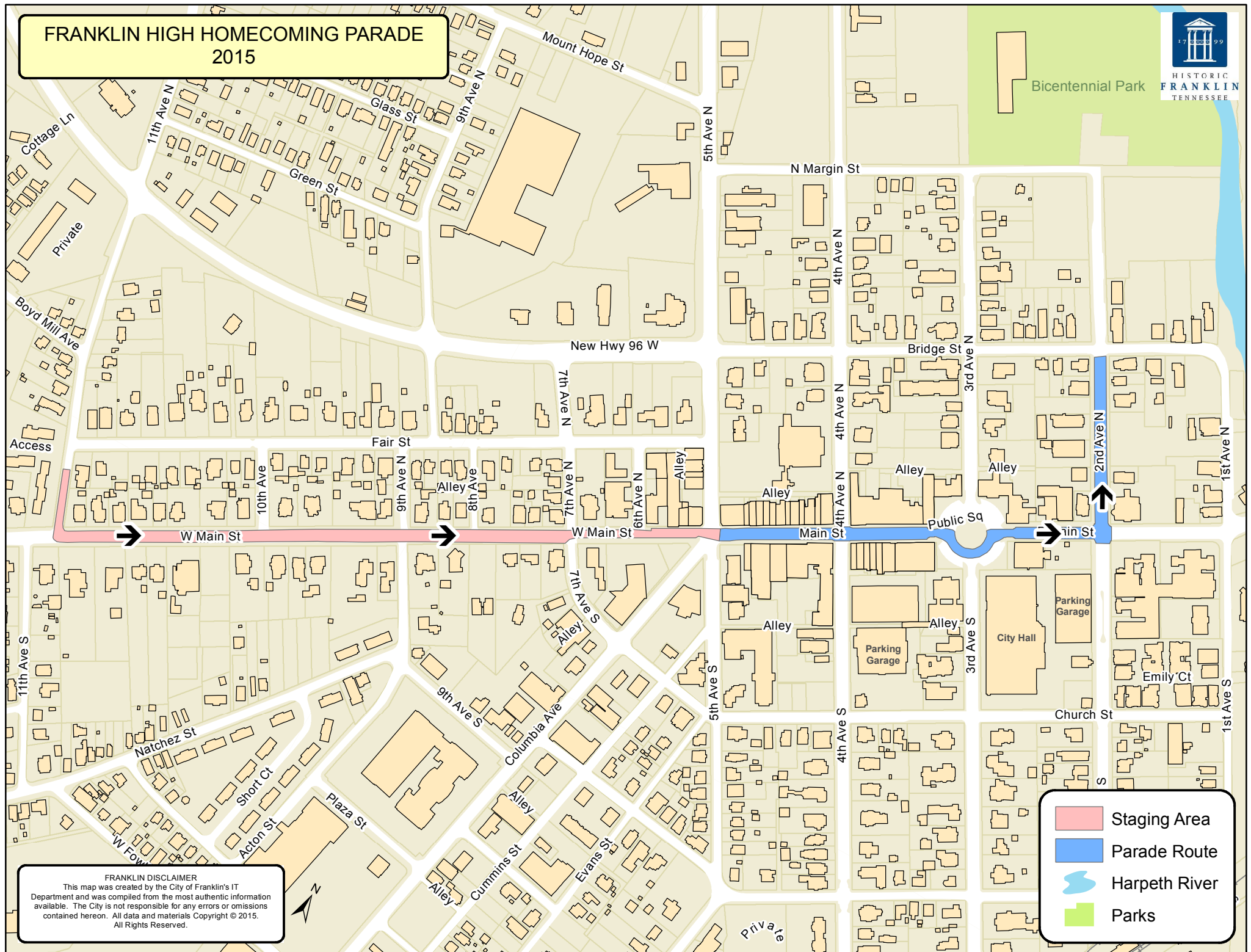
Class floats need to be parked on the right side of West Main Street between 7th and 8th Avenues (in the wide shoulder) before the street becomes a one-way street. The floats need to be downtown by 9:15 on Thursday, October 15, 2015. The parade will begin at 10:30 on Friday. Please be on time make sure you allow enough time to transport your float.

If you have any questions on the day of the parade, please call Betsy Taylor at 210-6987.

FRANKLIN HIGH HOMECOMING PARADE 2015



Bicentennial Park



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☒ beer served (separate permit required)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

- 1) Location requested (if Temporary Street Closure only, list major roads to be closed):

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: Front St (Westhaven Blvd to Westhaven)

- 2) Name/purpose of event: Front Street Craft Beer Celebration

- 3) Date or dates of event: 10/3

- 4) Time of Event: 3pm - 10pm

- 5) Time of Street Closure (if applicable): 1pm

Set-Up Date/Time: 1pm

Tear-down Date/Time: 11pm

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

- 6) Name of Applicant and Organization Requesting Permit:

The Westhaven Foundation

a) Address: 188 Front St. PMB 106-25

b) Phone: _____

c) Cell: 615 394-7782

d) Fax: _____

e) E-mail address: mark@WesthavenFoundation.org

- 7) Person in charge on day of event: Mark McCutcheon

Cell: 615 394-7782

E-mail address: mark@WesthavenFoundation.org



HISTORIC
FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:

Name: Christy Bryan Cell: 615 294-2798 E-mail address: christy@events-hatched.com

Name: Susan Torregrossa Cell: 617 308-4682 E-mail address: Susan@events-hatched.com

- 9) DETAILED description of event (use additional sheets):

See Attached

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. *For large-scale events, map should be obtained from the City's GIS division.*

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

500 - 800

- 12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee. ✓

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. See Attached for details (\$5-\$75)

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? 100% of net

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Entertainment
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Band
- 23) During what time period is sound amplification requested? 7pm - 10pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). 5 - World Turning (Fleetwood Mac tribute band) Sound for 500-800 people
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance. See map
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. Yes - Food Trucks TBD
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Event Coordinator - Susan Torregrossa - 617 308-4082
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.* N/A
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Mark McQuinn Date: 7/1/15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

*
* **Return application to:** *
*
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*
*

Front Street Craft Beer Celebration

August 3, 2015

Committee Member and Staff

Mark McCutcheon	President, The Westhaven Foundation	(615) 394-7782
Scott Jones	Board Member, The Westhaven Foundation	(256) 656-4066
Shaun Rowles	Committee Chairperson	(865) 360-1386

Staff

Christy Bryan	Events Hatched (Planning Company)	(615) 294-2798
Susan Torregrossa	Events Hatched (Planning Company)	(617) 308-4882

FRONT STREET CRAFT BEER CELEBRATION

Saturday, October 3rd

3 pm – 6 pm

Free concert from 6 pm – 10 pm

The Celebration is dedicated to the enjoyment of the best craft beers around. Guests will have the opportunity to sample 30+ craft beers, with many of these brews coming from the best Southern craft and micro-breweries around. This rain or shine event will take place outdoors, under a tent, at the lake on Front Street, in Westhaven Town Center.

Tickets are \$40 in advance and \$50 at the door until sell-out. Tickets include a five ounce souvenir glass, a brewer's list card and free music beginning at 6 pm with The World Turning, a fantastic Fleetwood Mac tribute band. The concert is free to the public, so you can attend without a ticket to the event. Craft beers will be available for purchase beginning at 7:00 pm. Designated Driver tickets are also available for \$5. All proceeds raised from the event will benefit The Westhaven Foundation's Excellence in Education efforts.

Tickets for the Granite City VIP area include entry to an exclusive lounge with private taps and limited food from 5 – 7 pm, and your very own porta-potti, 2 beer coupons for after 7 pm and the area will be open until the end of the concert. What a deal!

Food truck vendors will be on-site and Bellaterra fine cigars will be available for purchase. Attendees at the event must be 21-years of age or older, and no children, strollers or pets will be allowed in the Beer Garden.

This is a rain or shine event

No open containers outside event area



Tent (no sides)
100 x 80



stop

FRONT IS

Westhaven Blvd

Oleander St.

Oscar's Taco Shop

Harris

Front Street Craft Beer Fest
October 3rd, 2015



- Alcohol Perimeter
- Beer Tent
- Stage
- Event Area

FRANKLIN DISCLAIMER
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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 3 2008

THE WESTHAVEN FOUNDATION INC
401 CHELTENHAM AVE
FRANKLIN, TN 37064-8664

Employer Identification Number:
26-2449732
DLN:
17053198332008
Contact Person:
YVONNE LIGGETT ID# 31296
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 19, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter:

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

FRONT STREET CRAFT BEER CELEBRATION
188 Front Street in Westhaven Town Center

Saturday, October 3rd
3 pm – 6 pm
Free concert from 6 pm – 10 pm

Dear Westhaven Neighbors:

The Front Street Craft Beer Celebration will be held around the Westhaven Lake in Town Center on Saturday, October 3rd from 3 pm – 10 pm. Front Street between Westhaven Blvd and Oleander will be closed for the event where you can enjoy a variety of food trucks.

Free music begins at 6 pm with The World Turning, a fantastic Fleetwood Mac tribute band. The concert is free to the public, so you can attend without a ticket to the event.

If you have any questions, please feel free to contact:

Christy Bryan, Events Hatched - (615) 294-2798

Susan Torregrossa, Events Hatched - (617) 308-4882

Shaun Rowles, FSCBC Committee Chairperson - (865) 360-1386

City of Franklin, City Administrators office – (615) 550-6606

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☒ beer served (**separate permit required**)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

☐ Aspen Grove Park ☐ Liberty Park ☒ Eastern Flank Battlefield Park
☐ Fieldstone Farms ☐ Pinkerton Park
☐ Jim Warren Park ☐ Harlinsdale Farm Other: _____

2) Name/purpose of event: "LIGHT THE WAY" for TEAM ELLIOTT & RHIZO KIDS (CRCOP)

3) Date or dates of event: SUNDAY, OCT. 15, 2015

4) Time of Event: 4:00 - 8:00 P.M.

5) Time of Street Closure (if applicable): N/A

Set-Up Date/Time: 10/15 - NOON **Tear-down Date/Time:** 10/15 - 8:00 P.M.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

BRANDY BLANTON - TEAM ELLIOTT

a) Address: 406 VIENNA CT

b) Phone: _____ **c) Cell:** 615.300.5251 **d) Fax:** _____

e) E-mail address: brandy@southernexposuremagazine.com

7) Person in charge on day of event: BRANDY BLANTON

Cell: _____ **E-mail address:** _____



HISTORIC
FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:

Name: JENNIFER RUSSELL Cell: 615.504.2554 E-mail address: jrussell@wilsonpc.com

Name: NICK RAINEY Cell: 615.294.0102 E-mail address: N/A

- 9) DETAILED description of event (use additional sheets):

SEE ATTACHMENT

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

400+

- 12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- ? 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status. IN PROCESS

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. SUGGESTED DONATION OF \$20 PER PERSON

- \$50 PER FAMILY
17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? TEAM ELLIOTT & RHIZO KIDS (RCOP)

ALL NET PROFITS

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
MUSIC - ENTERTAINMENT AND ANNOUNCEMENTS
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
BANDS & SONGWRITERS
- 23) During what time period is sound amplification requested? 4-8 p.m.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
SEE ATTACHMENT
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. — SEE ATTACHMENT
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28.
BRANDY BLANTON - 615. 300. 5251
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.



HISTORIC
FRANKLIN
TENNESSEE

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
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- ? 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*
WHERE DO I RELIEVE/OBTAIN THE LIST OF ADDRESSES?

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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615.791.3277

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HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
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- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Brandy B. Blanton Date: 8.12.15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20__.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

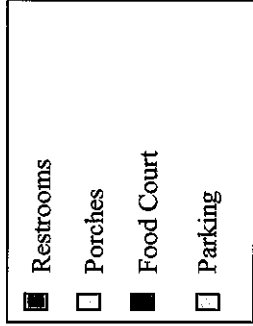
If you have questions concerning your request, please call 615-550-6606.

*
* **Return application to:** *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*

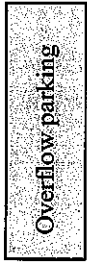
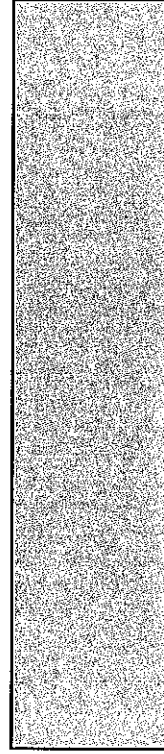
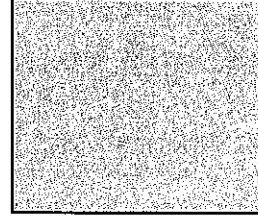
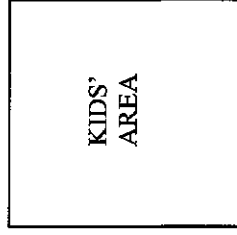
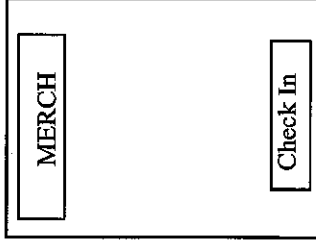
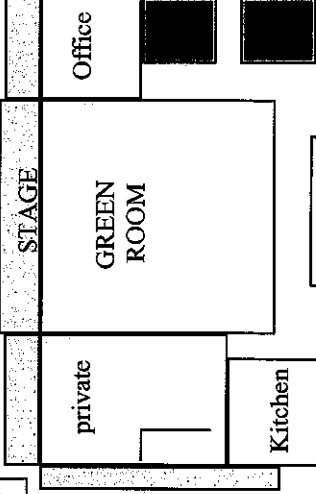
EXIT

Lewisburg Pike

ENTER



Beer



Light the Way
Team Elliot
2015



FRANKLIN DISCLAIMER

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CITY OF FRANKLIN
EVENT PERMIT APPLICATION

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Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☒ beer served (separate permit required)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

___ Aspen Grove Park

___ Liberty Park

___ Eastern Flank Battlefield Park

___ Fieldstone Farms

___ Pinkerton Park

___ Jim Warren Park

___ Harlinsdale Farm

Other: 4TH AVENUE SOUTH
THE ALLEY NEXT TO THE
NATIONS
WITN AL. GARAGE

2) Name/purpose of event: CELEBRATION OF NATIONS

3) Date or dates of event: SATURDAY, OCTOBER 10TH

4) Time of Event: 10 A.M. - 9 P.M.

5) Time of Street Closure (if applicable): 6 A.M. - 11:30 P.M.

Set-Up Date/Time: 6 A.M. - 10/10/2015 Tear-down Date/Time: 9 P.M. 10/10/2015

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

SISTER CITIES OF FRANKLIN + WILLIAMSON COUNTY

a) Address: P.O. BOX 977, FRANKLIN, TN 37065

b) Phone: (615) 790-5815 EXT. 3 c) Cell: 615-512-9551 d) Fax: _____

e) E-mail address: SBBARC@THEARCWC.ORG

7) Person in charge on day of event: SCOTT DUCAJ

Cell: 615-479-7751 E-mail address: TNBUGLE@AOC.COM



HISTORIC
FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:

Name: MIKE WYATT ⁽⁶¹⁵⁾ Cell: 260-4563 E-mail address: MKEWT@COMCAST-NE.

Name: SHARON BOTTORFF ⁽⁶¹⁵⁾ Cell: 790-5815 E-mail address: SBBARC@THEARCWC.ORG

- 9) DETAILED description of event (use additional sheets):

(SEE INSERT)

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

500

- 12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. FREE ADMISSION, 20 FOOD + CRAFT VENDORS

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No ^{ALSO}

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? SISTER CITIES OF FRANKLIN

100% AFTER EXPENSE'S

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.

(JUST OFF THE CLOSED STREET.)
4TH AVENUE SOUTH

Revised February 2014



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
ANNOUNCEMENTS + ENTERTAINMENT
THROUGHOUT THE DAY
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
~~INTERACTIVE~~ 2 STAGES - MEDIUM SIZE SPEAKERS
- 23) During what time period is sound amplification requested? 10 AM - 9 P.M.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). INTERNATIONAL DANCING
+ BANDS. BAND SIZE - 1-8.
NOTHING LARGE OR TOO LOUD.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. 8 FOOD VENDORS, 1 BEER TASTING
9 CRATTERS (SEE MAP) VENDOR,
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. SISTER CITIES OF FRANKLIN
SCOTT DUCAJ 615-479-7751
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Sharon Bottorff Sec-Treas Date: 7-13-15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20__.

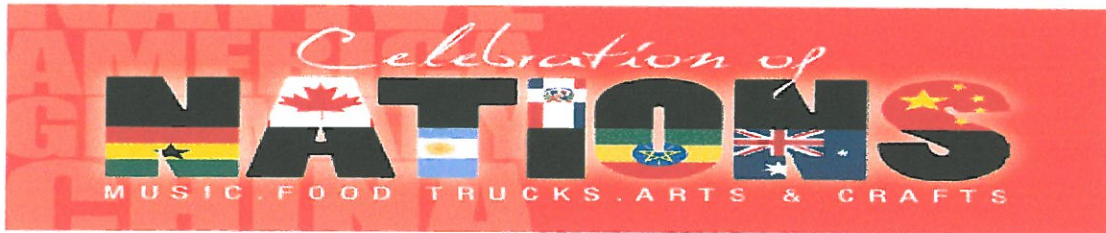
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

*
* **Return application to:** *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*

2015



**Sister Cities of Franklin and Williamson County
Present
8th Annual Celebration of Nations
Festival
in Downtown Historic Franklin, TN**

Welcome to the "8th Annual Celebration of Nations". This event is set for Saturday, October 10th. The Sister Cities' goal for the Celebration of Nations is to create a passion for global diversity and understanding of the interconnectedness of people through presenting the ethnic traditional arts, foods and sensory experiences of various immigrant cultures. The festival is a unique experience for citizens of the surrounding community to learn more about our neighbors both here and abroad. This event happens in Historic Downtown Franklin and includes 2 Stages, Beer Tasting Station (10 x 20 tent), and multiple craft and food vendors. They will be in 20 different 10 X 10 spaces. 8 food Vendors, 1 Beer tasting Station, 9 craft vendors.

Thank you for your consideration.

For more information, please visit: www.TNeventINFO.com.



All information provided by Scott Ducaj,

ROAD CLOSED

CHANGING TENT

CHAIRS

Food & Craft Vendors

ROAD CLOSED

4th Avenue South



Parking Garage

Ice Machine
Porta Pottis

POWER

Old Court House

STAGE

Food & Craft Vendors

Back Solid ID Check

Back Solid ID Check

Alley
Beer Tasting
Stations
1 - 10

Mellow Mushroom

2013
Celebration
of Nations

3rd Avenue South

City Hall



Parking Garage

Baskin
Robbins

2nd Avenue South

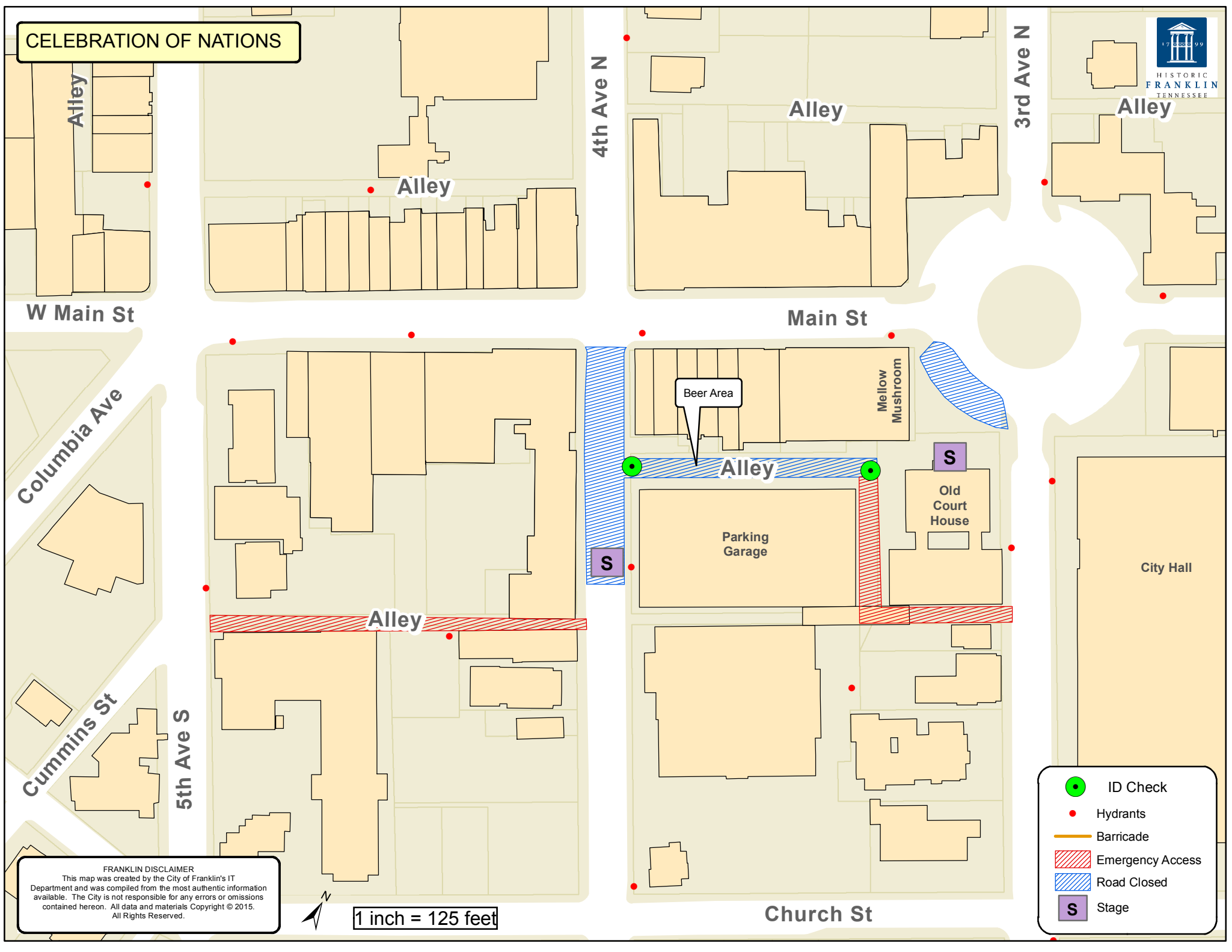
2nd Avenue North

4th Avenue North

Parking Lot



CELEBRATION OF NATIONS



FRANKLIN DISCLAIMER
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1 inch = 125 feet

- ID Check
- Hydrants
- Barricade
- Emergency Access
- Road Closed
- S Stage



City of Franklin

Special Event Permit Application

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply: Festival/Fair

1. **Name/purpose of event:** Pumpkinfest 2015
2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Main Street from 1st to 5th Ave; portions of 3rd and 4th Avenue.
3. **Date or dates of event:** 10/24/2015
4. **Start/End Times of Event:** 10am-8pm
What date/time will set-up begin? 10/23/2015 5:00 AM
What date/time will tear-down be complete? 10/24/2015 10:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** (if applicable): Set Up: Close 4th Ave at 5am on 10/23; close Main Street and Public Square parking ONLY at 5am on 10/23. Close Main Street and Public Square to traffic at 8pm on 10/23.
Tear Down: 6pm on 10/24 for all except public square; public square tear down at 8pm on 10/24.
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 60,000 Event Staff/Volunteers: 50 Total: 60,050
7. **Name of applicant and Organization Requesting Permit:**
Abby Williams - Heritage Foundation of Franklin and Williamson County
a) **Address:** 134 2nd Ave
Franklin, TN 37065
b) **Phone:** 6155918500 c) **Cell:** d) **Fax:**
e) **E-mail address:** awilliams@historicfranklin.com
8. **DETAILED description of event** (use additional sheets):
The 32nd Pumpkinfest is a free, fall- themed street festival. Stages will be at City Hall and on East Main and 1st Avenue. The stage on East Main will have a beer tent in the Landmark Booksellers parking lot (114 East Main Street). Also, we are requesting an ABC permit to sell moonshine cocktails and wine in a dedicated fenced-in area in the 100 block of East Main Street.

9. **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**

Please detail any restricted parking areas on the event map.

Event Map: [Map for application.pdf](#)

10. **Person in charge on day of event:** Rene Evans

Cell: 6158307367

E-mail address: revans@historicfranklin.com

11. **Name and Cell Number of at least two others available on day of event:**

Name: Abby Williams

Cell: 6156302018

E-mail address: awilliams@historicfranklin.com

Name: Mary Pearce

Cell: 6153007218

E-mail address: mpearce@historicfranklin.com

- 12.

Please attach a list containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

Administrative Contact List: [HF contacts.jpg](#)

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [tax exempt letter for pfest 2015.pdf](#)
16. **Will you charge an admission fee?** No
Average admission fee:
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 200-15000
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:** \$25,000.00
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Heritage Foundation of Franklin and Williamson County
What percentage of funds will they receive? 100
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Arts and Crafts Vendors, Food Vendors, and Sponsor Booths. A detailed list will be supplied closer to the event.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Clean Up Plan.docx](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: At Fourth and Main and at Third Ave South (City Hall)
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [good neighbor letter.docx](#)
Good Nieghbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

1. I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
2. I/We do swear or affirm that all of the information given in this application is true and complete.
3. I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
4. I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
5. I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
6. I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
7. I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
8. I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
9. The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
10. I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

By: _____ Date: _____
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Return application to:

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: [Signature] Exec. Director Date: 7-13-15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★

Event Name: Pumpkinfest 2015

Signature: _____



FORM D

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Abby Williams - Heritage Foundation of Franklin and Williamson County

Event Name: Pumpkinfest 2015

Event Date(s): 10/24/2015

1. **Time amplification equipment will be used:** From: 10:00 AM To: 8:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Stage at City Hall and East Main @ 1st Ave.
Sound Amplification Map: [sound amp map.pdf](#)
3. **For what purpose will sound amplification be used?** Please list all that apply:
Announcements/Speeches,Band/Singers,DJ,Sound System
4. **Type of Amplifier:** Fixed
5.

Number of Amplifiers: 50	Number of Speakers: 10	Number of Performers: 15
---------------------------------	-------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Rene Evans	Cell: 6158307367	E-Mail: revans@historicfranklin.com
Name: Abby Williams	Cell: 6156302018	E-Mail: awilliams@historicfranklin.com

Authorized Signature: Abby Williams

Date: 07/17/2015

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

October 9, 2015

Dear Neighbor,

Autumn is upon us in downtown Franklin, and with it comes Pumpkinfest, our 32nd annual celebration of all things fall. This year's Pumpkinfest, once again produced by the Heritage Foundation of Franklin and Williamson County, will run from 10 a.m. – 7 p.m. on Saturday, October 24th.

As the event grows, the complexity of putting it together grows, too, and in order to facilitate a more efficient set up for the event, this year Main Street between 1st and 5th Avenues will be closed to on-street parking beginning at 5 a.m. on Friday, October 23. Cars will still be allowed to drive on Main Street until 8 p.m., when the street will close to all vehicle traffic. Also closing will be:

- Third Avenue South from the Public Square to S. Margin Street, and Third Avenue North from the Public Square toward Bridge Street. Franklin Tomorrow's Chili Cook Off will again be held on Third Avenue North.
- Portions of Fourth Avenue in the first block each direction off Main Street

The parking garages on Second and Fourth Avenues will remain open the entire time.

The stage on the Public Square will be back on the southeast quadrant in front of City Hall. Food vendors will be located along the Public Square and on Fourth Avenue South. Church of the City will be sponsoring a free, dedicated children's area on Third Avenue South, and a smaller area of paid children's activities will be located on Fourth Ave. North. A second stage will be located on E. Main Street at First Avenue, with a beer tent in the parking lot of Landmark Booksellers. The 'Ol Smokey Moonshine Truck and Cupcake Vineyard trucks will also be joining us in the 100 block of E. Main Street.

Some 80 arts and crafts vendors, a variety of new and returning food vendors, a pumpkin carving and costume contests, and a first-class entertainment lineup will round out the family-friendly entertainment. We encourage you to come and join us for the festivities.

A special thanks to our sponsors: _____

The event map and performance schedule are both available online at <http://historicfranklin.com/events/event/pumpkin-fest/>

Please don't hesitate to call or email René Evans at 615-591-8500 or revans@historicfranklin.com if you have questions.

My best,

Mary Pearce
Executive Director

jay@sheridanpr.com

macey@sheridanpr.com

holly@sheridanpr.com liz@sheridanpr.com

HERITAGE FOUNDATION CONTACT LIST

Executive Director

Mary Pearce

615.591.8500, Ext. 15

mpearce@historicfranklin.com

Accountant

Wendy Dunavant

615.591.8500, Ext. 13

wdunavant@historicfranklin.com

Main Street Director for Franklin

Kristy Williams

615.591.8500, Ext. 18

kwilliams@historicfranklin.com

Historian

Rick Warwick

615.591.8500, Ext. 14

rwarwick@historicfranklin.com

Art Scene Coordinator

Linda Childs

615.591.8500, Ext. 16

lchilds@historicfranklin.com

Festival Director/Vendor Director

Rene Evans

615.591.8500, Ext. 11

revans@historicfranklin.com

Heritage Ball Manager

Lynne McAlister

615.591.8500, Ext. 20

lmcalister@historicfranklin.com

Festivals

Abby Good Williams

615.591.8500, Ext. 17

awilliams@historicfranklin.com

DOWNTOWN FRANKLIN Pumpkinfest 2015

New Hwy 96 W

Bridge St

4th Ave N

3rd Ave N

2nd Ave N

1st Ave N

W Main St

Columbia Ave

Cummins St

5th Ave S

4th Ave S

3rd Ave S

2nd Ave S

1st Ave S

Church St

Arts/crafts

Main St

Arts/crafts

Pumpkinfest

11/11/11

stage

Beer tent

Food

Kids Area

Children's Area

Franklin Tomorrow

stage

Emily Ct



HISTORIC
FRANKLIN
TENNESSEE

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Pumpkinfest 2015

Bridge St

3rd Ave N

HISTORIC
FRANKLIN
TENNESSEE



Fair St

Alley.

W Main St

Columbia Ave

Cummins St

5th Ave S

Arts/crafts

Alley

Alley

Ford

Kids Area

Alley

Main St

Children's Area

Franklin Tomorrow

Stage	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

Two days

Arts/CE Majors

Alley

2nd Ave S

2nd Ave N

Emily Cr

seating

Beer
tent

Stage

1st Ave S

1st Ave N

Same

FRANKLIN DISCLAIMER

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Department and was compiled from the most authentic information
available. The City is not responsible for any errors or omissions
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TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX CERTIFICATE OF EXEMPTION

HERITAGE FOUNDATION OF FRANKLIN & W
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2015

Exemption Number: 100091394

Expiration Date: June 30, 2019

209 E MAIN ST

FRANKLIN TN 37064-2517

The Tennessee Department of Revenue has issued a tax-exemption number for the educational, religious, historical, or charitable non-profit organization or institution named above. State law (Tenn. Code Ann. § 67-6-322) gives the Department the authority to allow this organization to make tax-exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

This authorization for exemption is limited to sales made directly to the above named organization. This certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the above named organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the above named organization.

The organization must furnish its suppliers of goods and services with a copy of this certificate. The lower portion of the certificate must be properly completed. The organization must retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of the exempt sale to the organization. Later purchases made before the expiration date do not require the submission of additional copies.

The organization must notify the Department immediately if it ceases to exist or if its location or mailing address changes.

Richard H. Roberts
Commissioner of Revenue

To Be Completed by the Organization

TO: Supplier's Name City of Franklin
Address 109 3rd Ave S.
City Franklin State TN Zip 37064

I, Abby Williams, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away.

Under penalty of perjury, I affirm this to be a true and correct statement.

Print Name of Organization Heritage Foundation of Franklin and Williamson County
Print Name of Purchaser Abby Williams
Signature of Purchaser A Williams Date 07/18/2015

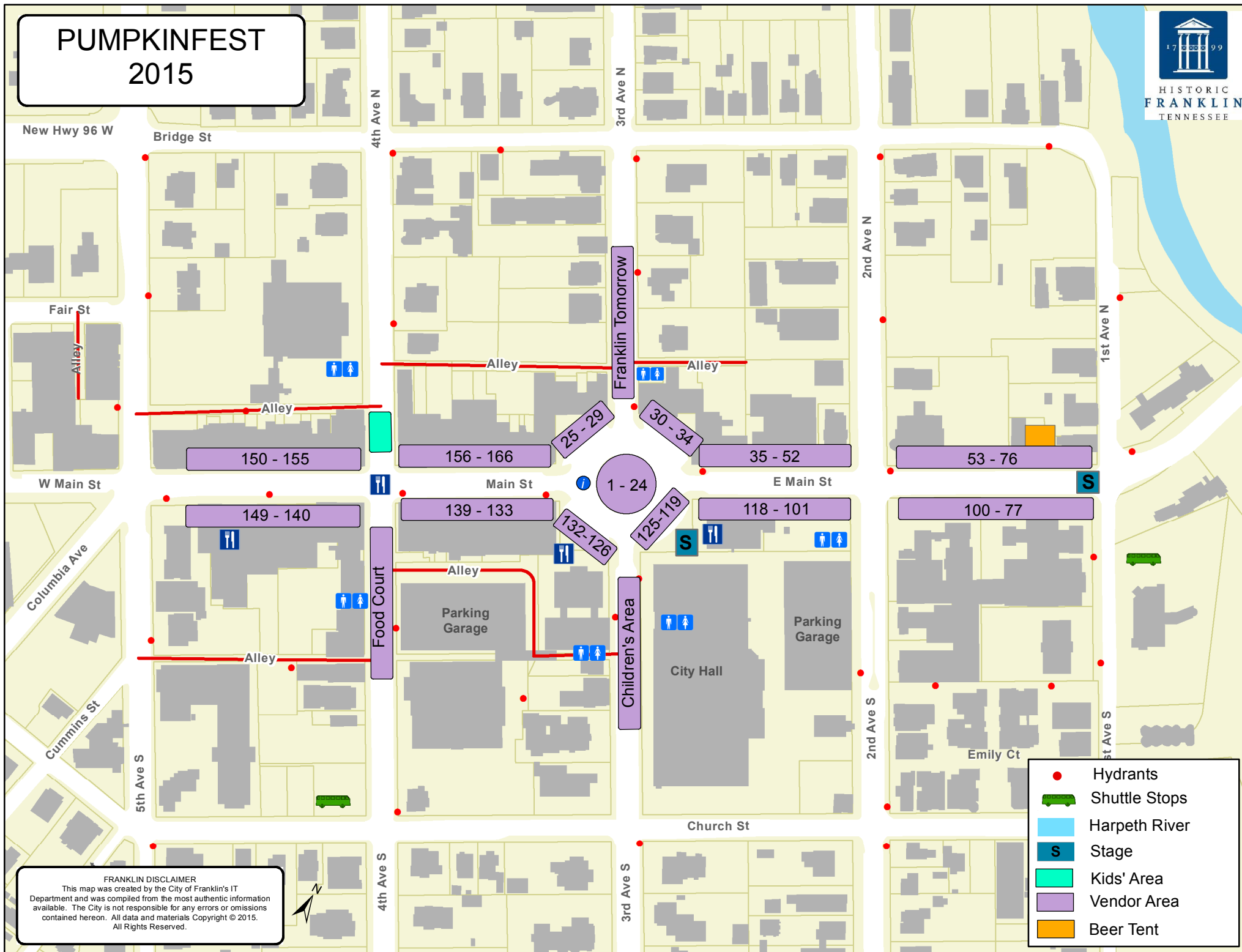
A list of vendors will be supplied close to the event date.

Thanks,

Abby Williams

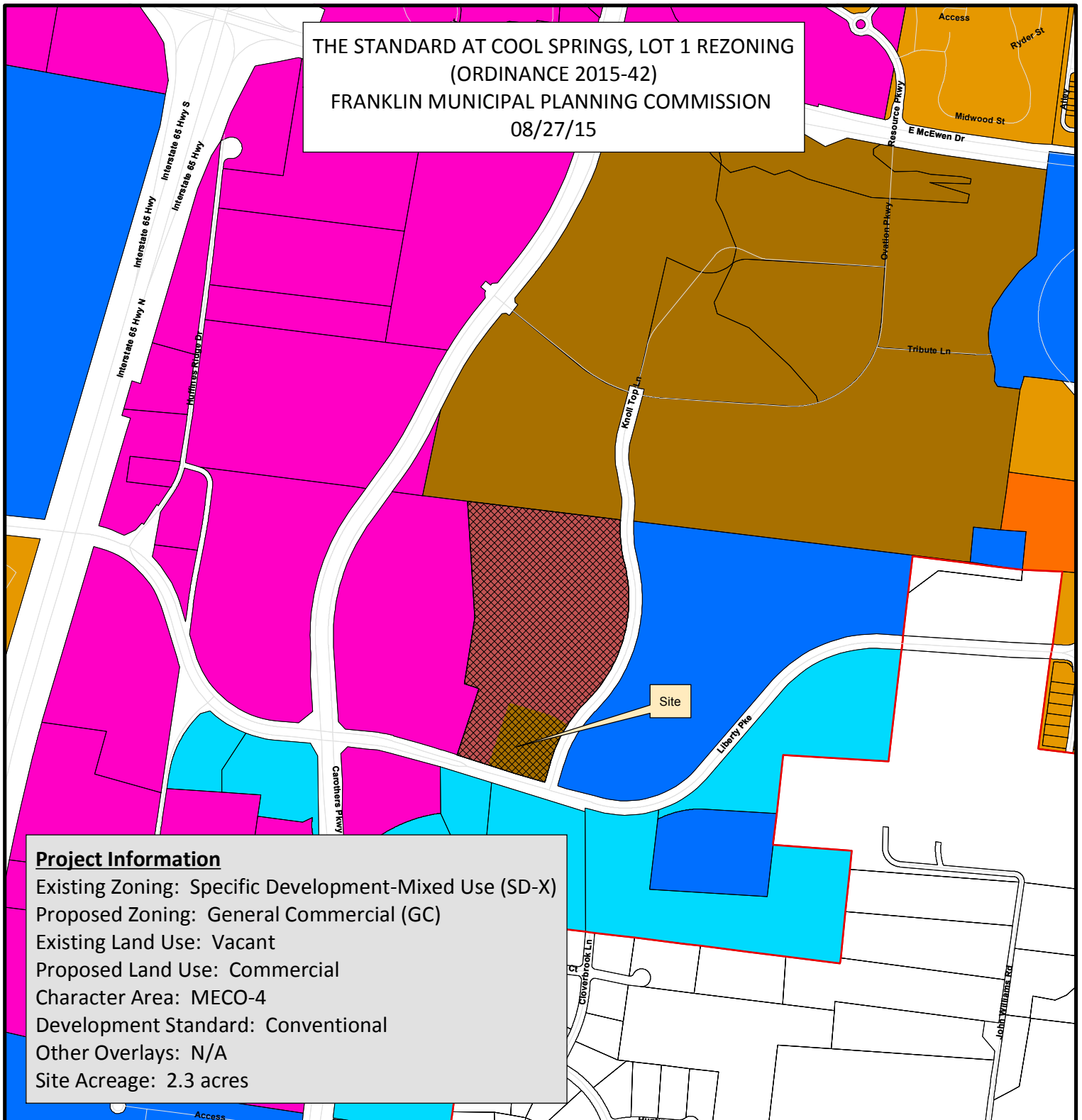
Clean Up Plan- City of Franklin Solid Waste Department

PUMPKINFEST 2015



FRANKLIN DISCLAIMER
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THE STANDARD AT COOL SPRINGS, LOT 1 REZONING
(ORDINANCE 2015-42)
FRANKLIN MUNICIPAL PLANNING COMMISSION
08/27/15



- | | |
|--|---------------------------------------|
| The Standard, Lot 1 | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Historic Core Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



0 250 500 1,000
Feet

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It was compiled from the most authentic information available.
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ORDINANCE 2015-42

**AN ORDINANCE TO REZONE 2.3 ACRES FROM SPECIFIC
DEVELOPMENT-MIXED USE (SD-X) DISTRICT TO GENERAL
COMMERCIAL (GC) DISTRICT FOR THE PROPERTY LOCATED AT
1222 LIBERTY PIKE.**

WHEREAS, the City of Franklin, Tennessee encourages responsible growth and sensible transition of land uses and densities; and

WHEREAS, GC zoning provides for land uses compatible with both the Land Use Plan and the surrounding development.

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: The following described property shall be, and are hereby, zoned General Commercial (GC):

SURVEYOR'S DESCRIPTION

Lot 1

Land in the Ninth Civil District, Franklin, Williamson County, Tennessee, being Lot1, as shown on the Final Plat of The Standard at Cool Springs Subdivision of record in Plat Book P62. Page 13, R.O.W.C.

Zoning Reference Number:

Map--Parcel	Acres
079---04012	2.3
TOTAL	± 2.3

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: 8/27/15

PASSED FIRST READING: 9/28/15

PUBLIC HEARING HELD: 10/13/15

PASSED SECOND READING: 10/13/15

PASSED THIRD READING: 11/10/15

Rezoning Request
for
The Standard at Cool Springs
LOT 1

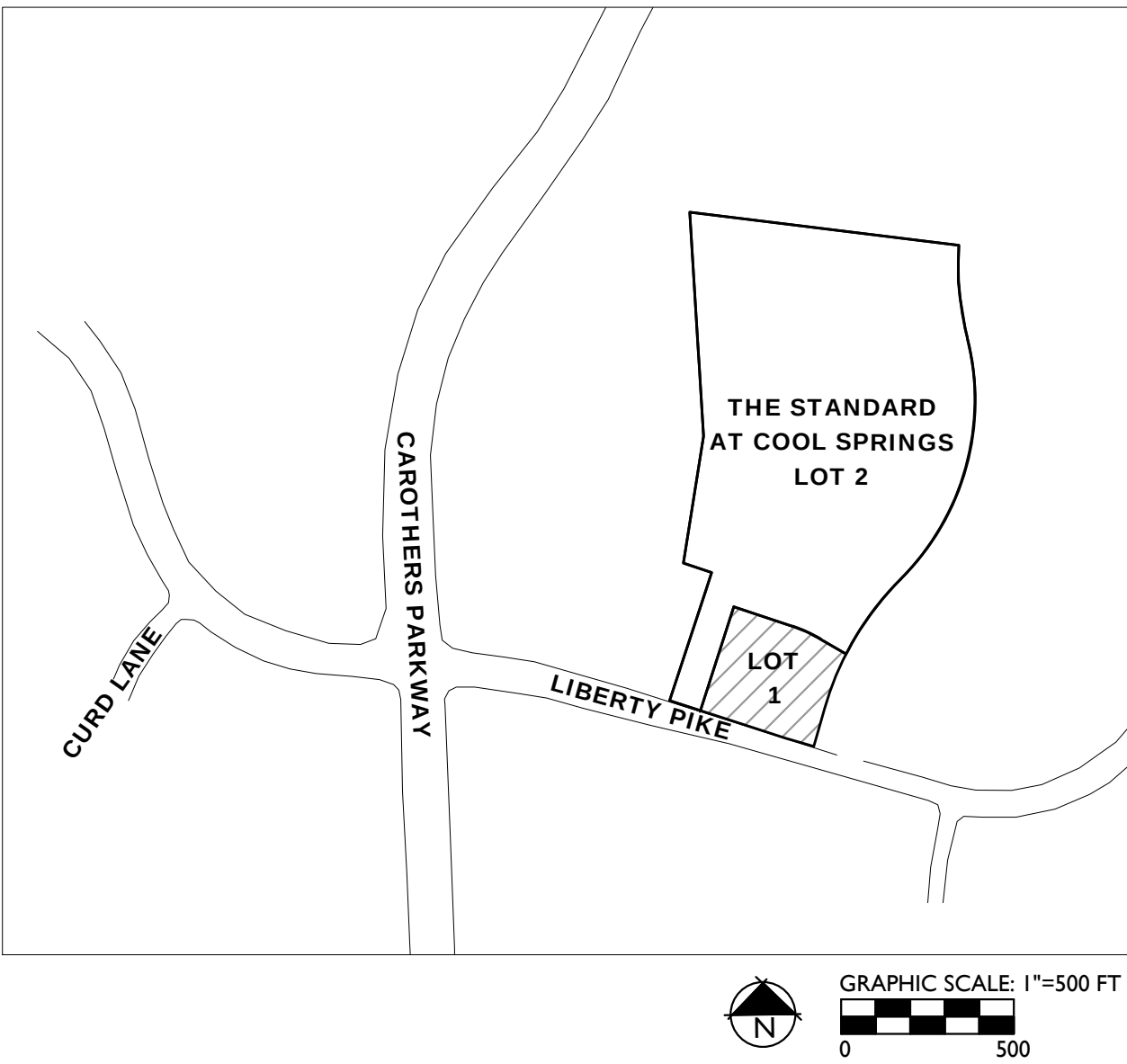
Map 079 Parcel 40.12
FRANKLIN, TN

OWNER:
SS KNOLL TOP LLC
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37067

APPLICANT:
SOUTHSTAR LLC
RALPH KNAUSS
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37064
615.472.8916

PLANNER/LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN TN 37064
615.975.5765
greggamble209@gmail.com

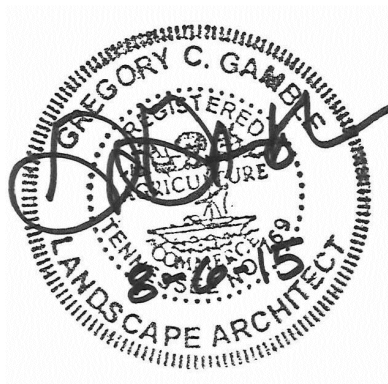
SURVEYOR:
BARGE WAGGONER SUMNER & CANNON, INC
RON FERGUSON
211 COMMERCE STREET, STE 600
NASHVILLE, TN 37201
615.254.1500
ron.ferguson@bwsc.net



9TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE

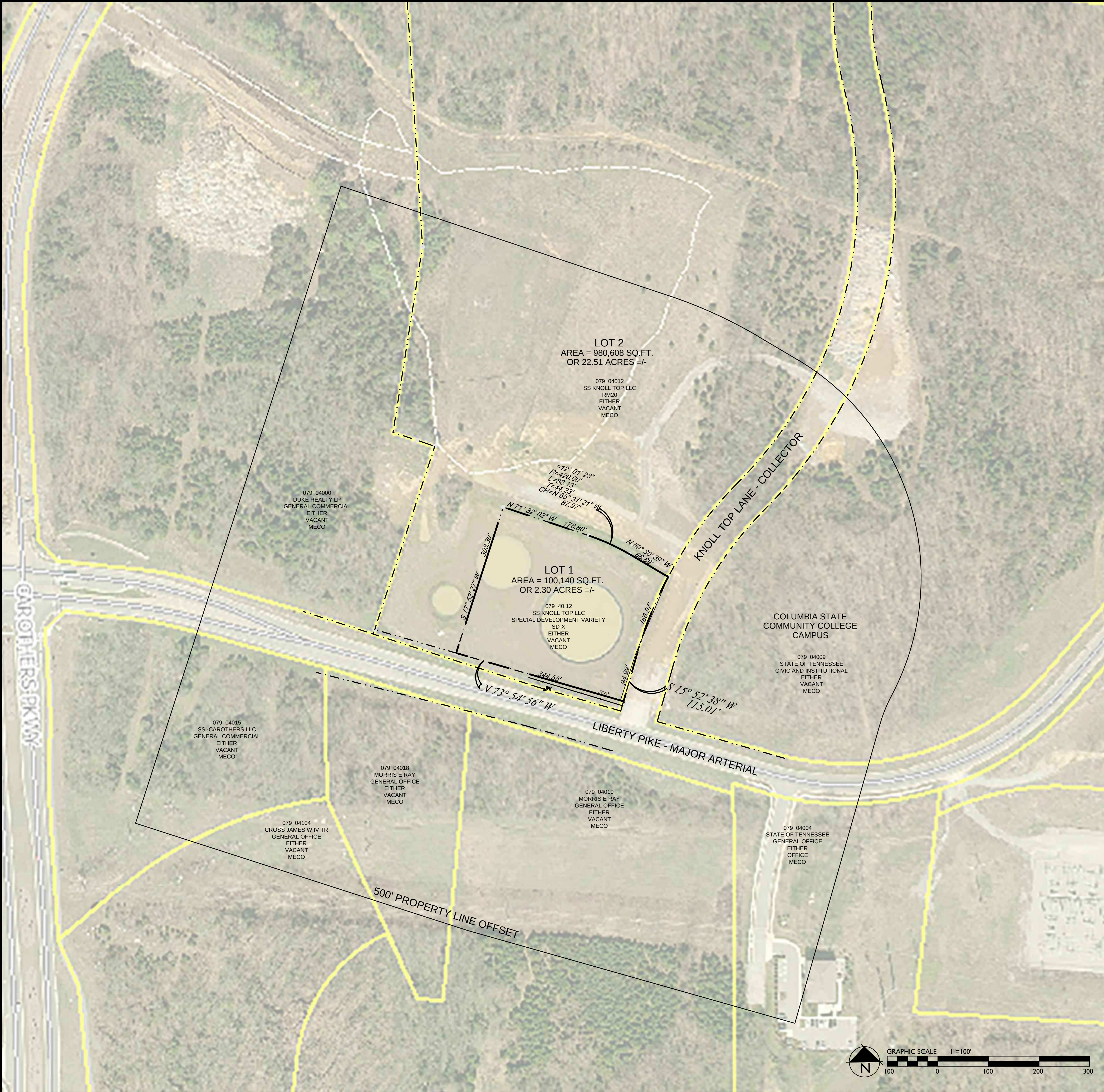
INDEX OF SHEETS

SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS / AERIAL



SUBMITTAL DATE: JULY 13, 2015
RESUBMITTAL DATE: AUGUST 6, 2015

COF # 5903



SURVEYOR'S DESCRIPTION
LOT 1
LAND IN THE NINTH CIVIL DISTRICT, FRANKLIN, WILLIAMSON COUNTY, TENNESSEE,
BEING LOT1, AS SHOWN ON THE FINAL PLAT OF THE STANDARD AT COOL SPRINGS
SUBDIVISION OF RECORD IN PLAT BOOK P62, PAGE 13, R.O.W.C.

SITE DATA:	
PROJECT NAME:	REZONING REQUEST LOT 1, THE STANDARD AT AT COOL SPRINGS
PROJECT NUMBER:	5903
SUBDIVISION:	THE STANDARD AT COOL SPRINGS PUD
LOT NUMBER:	1
ADDRESS:	1222 LIBERTY PIKE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 79, PARCEL 40.12
EXISTING ZONING:	SD-X
PROPOSED ZONING:	GENERAL COMMERCAIL (GC)
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	2.30 AC
TOTAL SQUARE FOOTAGE:	100,140 SF
MINIMUM REQUIRED SETBACKS:	FRONT YARD: 30' REAR YARD: 15' SIDE YARD: 25'
OWNER:	SS KNOLL TOP LLC
ADDRESS:	501 CORPORATE CENTRE DRIVE, #315 FRANKLIN, TN 37067
APPLICANT:	SOUTHSTAR LLC
ADDRESS:	501 CORPORATE CENTRE DRIVE, SUITE 315 FRANKLIN, TN 37067
OFFICE PHONE:	615.472.8916
CONTACT:	RALPH KNAUSS
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggambledesign@gmail.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	3 TO 6 STORY
LANDSCAPE SURFACE RATIO:	.30
MINIMUM LANDSCAPE RATIO:	.30 (GC)
INCOMPATIBLE-USE BUFFER REQUIRED:	NOT REQUIRED
EXISTING PARKING:	N/A
EXISTING TREE CANOPY:	0 AC
PRESERVED TREE CANOPY:	0 REQUIRED
PARKLAND:	NOT APPLICABLE
OPEN SPACE:	0.12 AC REQUIRED (5%)

STATEMENT OF IMPACTS
WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON LIBERTY PIKE
DRAINAGE FACILITIES
PROPERTY DRAINS TO THE SOUTH
POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 6 - 2.1 MILES
COLUMBIA AVE POLICE STATION - 4.3 MILES
RECREATION FACILITIES
LIBERTY PARK 1.5 MILES
REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN
SOLID WASTE.
RESTRICTIVE COVENANTS
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

Revisions:

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

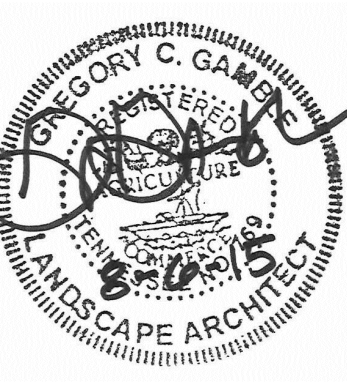
Date: JULY 13, 2015

THE STANDARD AT COOL SPRINGS

LOT 1 REZONING REQUEST

Parcel 40.12 on Map 79

Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledesign@gmail.com
615.975.5765

BOUNDARY
MAP

C 1.0



SITE DATA:

PROJECT NAME: REZONING REQUEST LOT 1, THE STANDARD AT COOL SPRINGS 5903
SUBDIVISION: THE STANDARD AT COOL SPRINGS PUD 1
LOT NUMBER: 1
ADDRESS: 1222 LIBERTY PIKE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH CIVIL DISTRICT
MAP: GROUP, PARCEL NUMBERS: MAP 79, PARCEL 40.12
EXISTING ZONING: SD-X
PROPOSED ZONING: GENERAL COMMERCIAL (GC)

CHARACTER AREA OVERLAY: MECO-4
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
TOTAL ACREAGE: 2.30 AC
TOTAL SQUARE FOOTAGE: 100,140 SF

MINIMUM REQUIRED SETBACKS: FRONT YARD: 30'
REAR YARD: 15'
SIDE YARD: 25'

OWNER: SS KNOLL TOP LLC
ADDRESS: 501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37067

APPLICANT: SOUTHSTAR LLC
ADDRESS: 501 CORPORATE CENTRE DRIVE, SUITE 315
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OFFICE PHONE: 615.472.8916
CONTACT: RALPH KNAUSS

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ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambled209@gmail.com
CONTACT: GREG GAMBLE

BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 3 TO 6 STORY
LANDSCAPE SURFACE RATIO: .30
MINIMUM LANDSCAPE RATIO: .30 (GC)
INCOMPATIBLE-USE BUFFER REQUIRED: NOT REQUIRED
EXISTING PARKING: N/A

EXISTING TREE CANOPY: 0 AC
PRESERVED TREE CANOPY: 0 REQUIRED
PARKLAND: NOT APPLICABLE
OPEN SPACE: 0.12 AC REQUIRED (5%)

SPECIMEN TREES

THERE ARE NO EXISTING TREES ON THIS SITE.

TREE CANOPY PRESERVATION

THERE ARE NO EXISTING TREES ON THIS SITE.

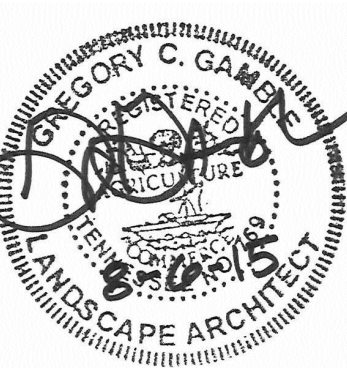
Revisions:

Drawing Notes:



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: JULY 13, 2015

**THE STANDARD AT COOL SPRINGS
LOT 1 REZONING REQUEST**
Parcel 40.12 on Map 79
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambled209@gmail.com
615.975.5765

**EXISTING
CONDITIONS**

C 2.0



July 13, 2015
File 35968-00

Ms. Lisa Clayton
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Franklin Comprehensive Master Plan Additional Services

Dear Ms. Clayton:

In accordance with your request and direction provided in your email to me of July 6, 2015, this correspondence outlines our proposal for additional services to extend the period of performance under our contract to September 30, 2015 and to add tasks to the scope.

The additional tasks are as follows:

- Community Public Forum – Present the overall master plan including the greenway plan and respond to questions. The meeting will be scheduled in July in the evening.
- Park Land Dedication Ordinance presentation to the Planning Commission (August)
- Park Land Dedication presentation to the Design Professionals Meeting (August)
- Final presentation to BOMA for adoption of the Comprehensive Master Plan and the Parkland Dedication Ordinance (August)
- Site walk-through with consultant team (survey) for the first greenway section along the Harpeth (hopefully in August – September).

We propose an additional lump sum fee for this work of \$10,700.00 including all labor and reimbursable expenses.

Please let me know if you have any questions or need any further information regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Steven A. Fritts".

Steven A. Fritts, ASLA, LEED AP BD+C
Vice President

Copy to: Paula Harris, BWSC

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN PARKS MASTER PLAN ADDITIONAL
SERVICES
COF Contract No. 2014-0140**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, by and between the **City of Franklin, Tennessee** ("City") and **BARGE WAGGONER SUMNER & CANNON, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Development of a Comprehensive Parks Master Plan ("Plan"), dated the 8th day of July 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED THIRTY THOUSAND **AND NO/100 DOLLARS** (\$130,000.00), as authorized by the City Administrator and the Parks Director and as detailed in the fee Schedule; and,

WHEREAS, the City and Consultant realize the need for additional design work to fully complete the Project's final design; and

WHEREAS, the Consultant has provided a Proposal for an increase in consulting services for the Parks and Recreation Comprehensive 10-year Master Plan, as described in Exhibit A dated July 13, 2015, in the amount of **TEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS** (\$10,700.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final consulting services as stated above for the Plan as proposed by the Consultant.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their July 13, 2015, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **TEN THOUSAND SEVEN HUNDRED ~~TEN~~ AND NO/100 DOLLARS (\$10,700.00).**

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed,

with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated July 8, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**BARGE, WAGGONER,
SUMMER & CANNON, INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

CITY OF FRANKLIN
TENNESSEE

MEMO

TO: Board of Mayor and Aldermen
FROM: Public Works Committee *BY: D.P.*
RE: Policy on Water and Sewer Availability
Within City Boundaries
DATE: October 27, 1992

At our last Public Works Committee meeting we voted (3-0) to approve and recommend to the full Board the conditions that must be met for granting of water and sewer availability within the City's boundaries. The required conditions are as follows:

1. The City has availability capacity in its collection and/or distribution systems and the treatment facilities required to handle the additions expected sewage discharge and/or water demand for the proposed project(s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions of the water and/or sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 1/2) year time limit for the start of construction on the project; and
4. The Board determines that such extension of water and sewer is in the best interest of the water and sewer customers of the City and in the public interest generally.

BOARD APPROVED

11-10-92

cc: David Parker
Marshall Liggett
Ted Cook
Doug Berry
June Baker
Lennice Smithson

RESOLUTION 2015-32

TO BE ENTITLED A “ RESOLUTION TO AMEND THE CITY POLICY ON WATER AND SANITARY SEWER AVAILABILITY”

WHEREAS, in August of 1986 the Board of Mayor and Aldermen adopted a policy which prohibited the extension of sanitary sewer mains outside the City Limits; and

WHEREAS, in November of 1992 this policy was rescinded and the extension of sanitary sewer mains outside the City Limits was allowed with certain conditions; and

WHEREAS, the connection to a central wastewater treatment system and the elimination of on-site treatment promotes the health, safety and welfare of all residents by protecting the environment and providing for regulatory safeguards.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, to adopt the following policy on Water and Sanitary Sewer Availability regardless of whether the property is inside or outside of the City Limits:

1. The City has available capacity in its collection and/or distribution systems and the treatment facilities required to handle the additional expected sanitary sewage discharge and/or water demand for the proposed projects (s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions and/or necessary upgrades of the water and/or sanitary sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 ½) year time limit for the start of construction on the project; and
4. Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City’s Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City’s corporate limits or when not contiguous to the City’s corporate limits, as determined by the Board of Mayor and Aldermen; and
5. The Board of Mayor and Aldermen determines that such extension(s) of water and/or sanitary sewer service is in the best interest of the water and sanitary sewer customers of the City and in the public interest generally.

BE IT FURTHER RESOLVED, that the City Administrator shall be authorized to execute the standard annexation agreement, as shown in Attachment A, without first seeking approval from the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this 13th day of October, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney

**ANNEXATION AGREEMENT
COF CONTRACT NO 2015-_____**

This Agreement is between the City of Franklin, Tennessee (“City”) and _____ (“Owners”), and is entered into on this the _____ day of _____, 20____.

WHEREAS, the Owners have submitted an availability request for utility service to the City; and

WHEREAS, the Franklin Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Water and Sanitary Sewer Availability (date of adoption?); and

WHEREAS, the Conditions and Requirements to Obtain Water and Sanitary Sewer Availability require annexation at such time the property becomes continuous to the City’s corporate limits or as determined by the BOMA.

NOW THEREFORE, the City and the Owners, their successors and assigns, do hereby agree as follows:

1. Owners represent that they are the legal Owners of the following real estate located in Williamson County, Tennessee:

(Provide address and/or Map and Parcel Number for property to be served)

2. In Exchange for the City’s agreement to allow Owners to connect their property to one or more of the City’s Utility Systems, the Owners, on behalf of themselves, their heirs, successors and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City’s systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City’s systems.
4. All utilities serving Owners’ property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners’ property into the City, without further action of the Owners, after owners’ property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners’ property to the City. The City Administrator may exercise this power of attorney at any time after Owners’ property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs,

successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the Director of Planning and Sustainability for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property. The Owner shall have this agreement recorded against the property at the Williamson County Registers of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners or their heirs, successors or assigns. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided for in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
15. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

Owner

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be _____ (or other officer authorized to execute the instrument) of Boyle Investment Company the within named bargainor, a limited liability company, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by _____self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Date: _____

Date: _____

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney

State of Tennessee

“OPEN ROADS POLICY”

Quick Clearance for Safety and Mobility

Between the Tennessee Department of Transportation,

Tennessee Department of Safety and Homeland Security, and

Tennessee Counties and Cities

This Memorandum of Understanding (MOU) by and between the Tennessee Department of Transportation (TDOT), the Tennessee Department of Safety and Homeland Security (TDOSHS), County/City Law Enforcement and Fire and Rescue Agencies (City/County Agencies), establishes a policy for the Tennessee Highway Patrol (THP), TDOT, City/County Agencies to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System (roadways) to restore, in an URGENT MANNER the safe and orderly flow of traffic following a motor vehicle crash or incident on Tennessee’s roadways. This MOU is intend to complement the existing Memorandum of Understanding between TDOT and TDOSHS entered into on February 16, 2012, and does not supersede or circumvent any of the components of that document between the two State departments.

Whereas: Public safety is the highest priority and must be maintained especially when injuries or hazardous materials are involved. The quality of life in the State of Tennessee is heavily dependent upon the free movement of people, vehicles, and commerce. THP, TDOT, and City/County Agencies share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible. THP, TDOT, and City/County Agencies have the responsibility to do whatever is reasonable to reduce the risk to responders, secondary crashes, and delays associated with incidents, crashes, roadway maintenance, construction, and enforcement activities.

The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary.

Be it resolved: Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. It is understood that damage to vehicles or cargo may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the highest priority is restoring traffic to normal conditions. Incident caused congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

Tennessee Highway Patrol Responsibilities

Members of the THP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the collision. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. The THP will only close those lanes absolutely necessary to conduct the investigation safely. THP will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal as soon as possible.

Whenever practical, crashes on access controlled roadways will be removed to off ramps, accident investigation sites or other safe areas for completion of investigations to reduce the delays associated with motorists slowing to “gawk”. Tow trucks will be requested as soon as it is evident that they will be needed to clear the roadway. THP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity and design meeting the standards for the State of Tennessee.

The THP will not unnecessarily cause the delay in reopening all or part of a roadway to allow a company to dispatch their own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. The THP and TDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner.

Tennessee Department of Transportation Responsibilities

When requested by the THP or City/County Agencies, TDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each TDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during normal working hours and **60 minutes** after hours and on weekends.

TDOT, in cooperation with the THP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if clearance of the travel lanes are being delayed or is determined that the task is beyond the capabilities of the wrecker service on scene. If cargo or non-hazardous spilled loads are involved, TDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by TDOT will be moved as short a distance as possible to eliminate the traffic hazard.

TDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. TDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain adjacent to the travel lanes on the shoulder for removal at a later time.

The THP and TDOT will continually work together to ensure that the needs of motorists on our roadways are being met in the most professional, safe, and efficient manner.

Local Law Enforcement, Fire and Rescue Department Responsibilities

Members of City/County Agencies who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When investigating an incident, the investigation will be conducted in as expedient a manner as possible considering the severity of the collision (serious injuries, fatality, or hazardous materials). City/County Agencies will close only those lanes absolutely necessary to safely conduct the fire/rescue operations. City/County Agencies will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal conditions as soon as possible. As soon as TDOT has set up appropriate traffic control for the safety of the responders and travelers, City/County Agencies will move any fire/rescue apparatus or vehicles initially used to shield responders to appropriate areas.

Therefore, it is agreed as follows:

The THP, TDOT, and City/County Agencies, will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this **“OPEN ROADS POLICY”** MOU.

The THP, TDOT, and City/County Agencies, will research, evaluate and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or incident scenes. THP and City/County Agencies will prioritize the investigative tasks and reopen travel lanes upon completion of tasks that must be conducted, without the impediment of traffic flowing.

Roadways will be cleared as soon as possible. It is the goal of THP, TDOT, and City/County Agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer.** This goal is being made with the understanding that a more complex scenario may require additional time for complete clearance. Incidents that extend beyond the 90 minute goal will be assessed every 30 minutes to determine an expected clearance time and reported to the appropriate communications center.

City/County Agencies will determine the well-being of motorists in the event of a lengthy traffic queue and /or roadway closure and provide assistance to motorists within the stopped traffic queue whenever possible.

City/County Agencies will establish a local Highway Incident Management Committee that will include Local Law Enforcement, Fire and Rescue Departments and all other City/County agencies that respond to roadway incidents for the purpose of optimizing communication, coordination and collaboration at roadway incident scenes. The Committee will meet at least bi-monthly

It is further agreed that:

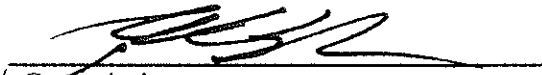
The THP, TDOT, and City/County Agencies, will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse and become party to this **“OPEN ROADS POLICY”** for the State of Tennessee.

MOU Execution: Use of Counterpart Signature Pages

This MOU, and any amendments hereto may be simultaneously executed in multiple counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding any other provision herein to the contrary, this MOU shall constitute an agreement amongst the parties that have executed a counterpart and parties listed but not executing shall not be deemed to be parties to the MOU.

In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized Chief Executive.

**TENNESSEE DEPARTMENT OF
TRANSPORTATION**

By: 
Commissioner

Date: 10/12/2012

**TENNESSEE DEPARTMENT OF SAFETY
AND HOMELAND SECURITY**

By: 
Commissioner

Date: 9/19/12

Tennessee's
"OPEN ROADS POLICY"
Quick Clearance for Safety and Mobility

City/County Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

ADDITIONAL SIGNATORIES

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

RESOLUTION 2015-68

TO BE ENTITLED: "A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO AMEND THE CITY OF FRANKLIN EMPLOYEES' PENSION PLAN"

WHEREAS, the City of Franklin regularly updates its Plan Document to obtain regulatory approval from the Internal Revenue Service for its Employees' Pension Plan and to remain in compliance with State law, and

WHEREAS, the State of Tennessee in the 2015 legislative session passed House Bill 249 which requires local government pension plans to recognize certain qualified domestic relations orders, and

WHEREAS, the Plan document eliminated references to such orders because of previously applicable laws of the State, and

WHEREAS, the City's legal counsel for pension matters has crafted certain changes to the Plan document, which are included in the Second Amendment to the Plan (attached), in order to comply with the new law, and

WHEREAS, the Pension Committee has reviewed the Amendment and recommended adoption of same.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin as follows:

Section 1. That the Second Amendment to the City of Franklin Employees' Pension Plan is hereby adopted.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 22nd day of September, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

SECOND AMENDMENT
TO THE CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein;

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 6.1, previously deleted, shall be amended to read as follows:

Effective July 1, 2015, the restrictions on transfers of benefits as described in Section 11.4 shall not apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a "qualified domestic relations order" defined in Internal Revenue Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan.

All rights and benefits, including elections, provided to a Participant in this Plan shall be afforded to any "alternate payee" under a "qualified domestic relations order." For the purposes of this Section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p).

IN WITNESS WHEREOF, the City has caused this Second Amendment to be executed this 25th day of August, 2015.

CITY OF FRANKLIN

By:_____

Its:_____

HOUSE BILL 249

By Farmer

AN ACT to amend Tennessee Code Annotated, Title 8, Chapter 34; Title 8, Chapter 35 and Section 26-2-105, relative to enforceability of qualified domestic relations orders against governmental pension and retirement plans.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 26-2-105, is amended by adding the following new subsection:

(d)

(1) Notwithstanding subsections (a)–(c), a local government that establishes and maintains for its employees a qualified plan, and the qualified plan’s administrator, shall honor claims under a qualified domestic relations order, if the order relates only to the provision of marital property rights for the benefit of the former spouse of the qualified plan’s participant.

(2) As used in this subsection (d):

(A) “Local government” means any county, city, or town other than a county, city, or town participating in the Tennessee consolidated retirement system pursuant to title 8, chapter 35;

(B) “Qualified domestic relations order” has the same meaning as provided in Section 414(p), Internal Revenue Code (26 U.S.C. § 414(p)); and

(C) “Qualified plan” means a retirement or pension plan that is qualified under Section 401 or Section 403, Internal Revenue Code (26 U.S.C. § 401 or § 403).

SECTION 2. This act shall take effect July 1, 2015, the public welfare requiring it.

RESOLUTION 2015-72

**A RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN TO AMEND THE CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN**

WHEREAS, the City of Franklin regularly updates its Plan Document to remain in compliance with the Internal Revenue Service(IRS) for its Employees' Pension Plan, and

WHEREAS, the Pension Committee has recommended, and the Board has previously approved, an investment in a collective trust as a form of investment, and

WHEREAS, the Internal Revenue Service requires that the Plan document specifically include a "collective trust" as an approved form of investment, and

WHEREAS, the City's legal counsel for pension matters has drafted certain changes to the Plan document, which are included in the Third Amendment to the Plan, in order to comply with IRS regulations, and

WHEREAS, the Pension Committee has reviewed the Amendment and recommended adoption of same.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin as follows:

Section 1. That the Third Amendment to the City of Franklin Employees' Pension Plan is hereby adopted.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 22nd day of September, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

THIRD AMENDMENT
TO THE CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein;

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 7.3, subparagraph (10) shall be amended and restated in its entirety as follows:

To delegate to one or more investment managers (as defined in Section 3(38) of ERISA) the authority to manage, acquire, or dispose of Plan assets and to regularly monitor the performance of any investment managers so selected, or to invest Plan assets in index funds, limited partnership, or other such passive investments that are not actively managed by an investment manager for the Plan, or unless restricted by law to invest in collective investment trusts or common group trusts that provide for the pooling of assets of employee benefits trusts that meet all the conditions as permitted under Revenue Rulings 81-100 and 2011-1 of the Internal Revenue Service, or subsequent guidance, and that are operated or maintained exclusively for the commingling and collective investment of funds from other trusts. The assets so invested shall be subject to all the provisions of the group trust instruments establishing and governing such trust or trusts. Those instruments of group trusts approved for investment by the Committee, including any subsequent amendments to such trusts, are hereby incorporated by reference and made a part of this Plan and its corresponding trust, or may be incorporated by specific reference in any subscription, adoption, or other agreement investing in such group trust whereupon any such incorporating reference in such subscription, adoption, or other agreement is hereby incorporated by this reference herein.

| IN WITNESS WHEREOF, the City has caused this ~~Second~~Third Amendment to be executed this ____ day of _____, 2015.

CITY OF FRANKLIN

Discussion Draft
August 12, 2015

By: _____

Its: _____

4812-7736-5030, v. 1

MEETING MINUTES
EMPLOYEE PENSION & TRUST INVESTMENT COMMITTEE
CITY OF FRANKLIN, TENNESSEE
CITY HALL BOARD ROOM
MONDAY, AUGUST 19, 2013 @ 1:00 PM

Committee Members

Alderman Clyde Barnhill, Chair
 Mayor Ken Moore, Vice Chair
 Ed Cagle, Citizen
 Marcia Williams, Citizen
 Jessica Peach, Employee
 David Edge, Employee
 Shirley Harmon, Human Resources Director

Other Attendees

P Barry Bryant, Dahab Associates P
 P David Kays, Acuff & Associates P
 P Andrew Elbon, Bradley Arant Boult Cummings
 P Shauna Billingsley, City Attorney P
 P Russ Truell, Finance Director P
 P Eric Stuckey, City Administrator P
 P Linda Fulwider, Board Recording Secretary P

1. Call to Order

Alderman Barnhill, Chair, called the meeting to order at 1:00 p.m.

2. Approval of the Minutes

Ken Moore moved to approve the February 25, 2013 minutes as presented. Seconded by David Edge. Motion carried unanimously.

3. Quarterly Investment Update

Economic Statistics

	Current Qtr	Last Qtr
GDP	1.7	1.1
Unemployment	7.6	7.6
CPI All Items Year/Year	1.75	1.47
Fed Funds Rate	0.25	0.25
Industrial Capacity	77.8	78.2
US Dollars per Euro	1.30	1.28

Barry Bryant, Dahab Associates

Major Index Quarter Returns

Index	Performance
Russell 3000	2.7
S&P 500	2.9
Russell Mid	2.2
Russell 2000	3.1
MSCI EAFE	-0.7
MSCI Emg Mkts	-8.0
NCREIF ODCE	3.9
Barclays Agg	-2.3
90 Day Tbills	0.0

Equity Return Distributions

	QUARTER			TRAILING YEAR		
	VAL	COR	GRO	VAL	COR	GRO
LC	3.2	2.7	2.1	LC	25.3	21.2
MC	1.7	2.2	2.9	MC	27.6	25.4
SC	2.5	3.1	3.7	SC	24.8	23.7

Market Summary

*GDP expanded at a rate of 1.7% in Q2
 *Seasonally adjusted unemployment remained at 7.6%
 *Domestic equity indices posted positive returns for Q2. Large Cap Value beat Growth, while Mid and Small Cap favored Growth over Value. Int'l stocks lost ground, with developed countries faring better than emerging markets
 *CPI increased 1.75% year over year
 *The US Dollar weakened relative to the Euro

Manager Performance Summary

Name	(Universe)	Quarter	YTD	Inception	
Total Portfolio	(Public Fund)	0.8 (10)	6.2 (29)	3.5 (67)	12/07
Manager Allocation Index		0.3 ----	7.2 ----	4.2 ----	
Polen Capital	(LC Growth)	-2.2 (99)	4.0 (99)	8.4 (75)	06/11
Russell 1000 Growth		2.1 ----	11.8 ----	11.3 ----	
CS McKee	(LC Value)	4.3 (37)	14.3 (72)	3.9 (68)	12/07
Russell 1000 Value		3.2 ----	15.9 ----	3.3 ----	
SouthernSun	(Smid Cap)	4.0 (23)	18.4 (14)	36.1 (3)	06/12
Russell 2500		2.3 ----	15.4 ----	25.6 ----	
Vanguard	(Smid Cap)	2.4 (53)	15.5 (50)	23.3 (38)	12/11
Russell 2500		2.3 ----	15.4 ----	22.8 ----	
Schwab	(Emerging Mkt)	-9.6 (82)	-13.1 (94)	0.6 (93)	12/11
MSCI Emerging Markets		-8.0 ----	-9.4 ----	4.9 ----	

Name	(Universe)	Quarter	YTD	Inception	
Westwood	(Emerging Mkt)	-7.0 (45)	-8.6 (64)	5.5 (24)	12/09
MSCI Emerging Markets		-8.0 ----	-9.4 ----	1.3 ----	
Landmark		0.0 ----	5.3 ----	22.3 ----	03/10
Cambridge US Private Equity		0.0 ----	4.5 ----	13.8 ----	
Bailard Real Estate Inc.		2.0 ----	4.1 ----	10.4 ----	09/10
NCREIF NFI-ODCE Index		3.9 ----	6.6 ----	14.2 ----	
RMK		1.0 ----	3.8 ----	-0.1 ----	12/07
NCREIF Timber Index		0.9 ----	2.5 ----	2.9 ----	
RMS Forest		0.0 ----	1.3 ----	5.2 ----	06/12
NCREIF Timber Index		0.9 ----	2.5 ----	9.4 ----	
SSGA Fixed		-2.3 (34)	-2.4 (51)	5.0 (88)	12/07
Barclays Aggregate Index		-2.3 ----	-2.4 ----	4.9 ----	

Mr. Bryant commented that relative to others, it was a good quarter. He was pleased with the allocations.

4. Consideration of Changes in Fixed Income Allocation and Managers

Barry Bryant, Dahab Associates

Firm	Bradford	Loomis	PIMCO
Product	Core Plus	Core Plus Fixed Income	Total Return Fund
Location	Los Angeles, CA	Boston, MA	Newport Beach, CA
Contact	Mary Yablonsky	Gene Guevara	Marta Bezoari
Affiliation	Independent	Subsidiary of Natixis Global Asset Management	Subsidiary of Allianz SE
Founded	1984	1926	1971
Total Assets	\$4.7B	\$188B	\$20T
Assets in Product	\$2.5B	\$8.8B	\$529.2B
Investment Style	Sector Security Approach, Other	Sector Security Approach	Interest Rate Anticipation, Sector Security Approach
Philosophy	They believe that the global, macro-economic environment is the primary driver of returns within the fixed income marketplace, and that understanding the trends within this environment provides the best opportunities to add value	The believe that in-depth fundamental research and intensive bottom-up investment analysis combined with a top-down macroeconomic and market perspective is the best way to deliver excellent performance	Their investment philosophy revolves around the principle of diversification. They believe that no single risk should dominate returns
Number of Securities	150-200	75-125	6,087
Turnover	120%	74%	388%
5 year/Current Quality	A+/A2	A/Baa1	-/A+
5 year/Current Maturity	7.29/7.32	8.88/9.62	6.43/6.70
5 year/Current Duration	4.65/5.54	5.84/6.78	4.87/4.70
5 year/Current Coupon	5.44/4.42	5.44/5.01	4.14/3.40
5 year/Current High Yields	10.42/11.63	13.50/19.00	3.19/3.00
Inception	April 1, 1985	January 1, 1986	May 11, 1987
Benchmark	Barclays Aggregate	Barclays Aggregate	Barclays Aggregate
Fee Schedule	Separate Account: 39 bps on first \$10mm 32 bps on next \$40mm Minimum: \$5k	Comingled Fund: 50 bps on first \$10mm 35 bps on next \$10mm Minimum: \$5mm Mutual Fund: 58 bps Minimum: \$100k	Mutual Fund: 46 bps Minimum: \$1mm

Performance Information 2003-2013 reviewed:

	Bradford	Loomis	PIMCO	Barclays Aggregate
1Q2013	0.28	0.67	0.72	-0.12
2Q2013	-2.51	-3.28	-3.49	-2.33
3 Year	5.67	7.18	5.15	3.53
5 Year	7.72	9.33	7.75	5.20

Mr. Bryant explained the makeup of Barclay's Aggregate Funds noting that Index Fund returns are not great and are increasingly tied to government funds. Going forward he doesn't expect interest rates to rise soon. When interest rates rise, bond returns fall.

Bradford is a smaller firm comparable to a boutique type firm. Money would be in an individual account not comingled with anyone else. Loomis is a large firm; however, PIMCO is the largest bond fund. Bradford and PIMCO numbers relatively similar. Loomis is higher and takes more risks. During the phone presentations he will ask each manager the same four questions.

Bradford (Core Plus) Mary Yablonsky, Director of Marketing and Sales, and Jeffrey Brothers, Senior Portfolio Manager.

Interest rates could move up modestly to around 3% within the next year. Economy sluggish, inflation low and still falling. Fiscal worries regarding debt ceiling near term modestly higher. Three to five years heading to as high as 4% on 10 year treasury bills. Feds are cautious.

Barclays Aggregate. Could see negative price performance from interest rate. Active managers rotate between sectors for opportunity to outperform. Almost 75% in federal securities; very low yielding and will probably increase over time. Index portfolio 75% in low yield. Active managers move to less correlated high yield investment grade. International funds not correlated. Currency possibilities with International experience.

Referred to page 16 in their presentation book for Core Plus Strategy and yield.

Advantage of Bradford over Loomis and PIMCO? Different philosophy. Bradford doesn't use derivative products. Operate in cash markets. Client sees what they own. Biggest advantage is size; being smaller they are nimble and move quickly in these sectors. They don't need \$250 million or a billion. Client's account managed as separate account; can customize the guidelines within Core Plus sectors. Attention from Client Servicing and Portfolio Management. Team has worked together over 19 years.

Loomis (Core Plus Fixed Income) Gene Guevara

Barclays Aggregate has changed over the past year because of government intervention. Today over 70% in government related securities. Overweight in credit. Opportunities outside aggregate in high-yield non-dollar emerging market.

Core Plus invested in all sectors of US Market up to 20% high yield, up to 10% in non-dollar, Spanish bonds. Have taken full advantage of that sector. They are close to 10%. Ability to invest in plus sectors, limits on plus sectors, ability to manage from experience, ability to look like benchmark in times of stress, to move around benchmark. Allows flexibility to take advantage in tactical as well as shifts in marketplace.

Why Loomis? In this strategy \$9B-\$10B can be nimble and quick. No heavy derivative usage. Transparent portfolio and recognizable names and items. Broad experience. Comingled and mutual fund.

Marcia Williams asked about derivatives. The response was that it is not a primary strategy; they don't use them much. Not for alpha generation.

PIMCO (Total Return Strategy) Marta Bezoari

Interest rates are on hold for the near future. With short term Federal Reserve controls unlikely a hike until at least 2015. (I don't understand the previous sentence.) Ms. Bezoari explained how the unemployment rate and inflation play into this. 41% of the CPI is related to housing. It is fragile and it is hard to get mortgages. Interest rates up 1% since January. Refinancing and new issuance both down by 50%.

Interest rate Core Bond tied to Barclays Aggregate. The structure creates a problem in future; 75% exposure to treasury bonds and agency mortgages. Interest rate risk is 5.5 years now (I don't understand this statement), and strategy has 75% exposure. If interest rates increased by 1% would have 4% loss tied to Barclay; 2% mitigated.

PIMCO Core Plus Strategy an advantage over Index. Referred to page 3 of their presentation book. The manager has flexibility around the benchmark; not to duplicate the benchmark completely. Mr. Bryant asked if this is the best strategy within the PIMCO family to which they responded that it depends on what is wanted from passive to active. Unconstrained Bond Fund is different from Total Return Fund; doesn't track Barclays Aggregate.

Mr. Bryant noted the other two firms do not use derivatives and are more agile than very large firms. PIMCO's perspective on derivatives is they look at the cheapest way to get the product. It is more expensive to buy cash bond than derivative sometimes. It doesn't happen regularly just when derivatives offer better liquidity. They have 30 years of experience and have the resources in-house. Smaller companies cannot afford to do derivatives. PIMCO has in-house risk management and in-house attorneys. The risks must be monitored every day with derivatives. An intensive process.

The summary Mr. Bryant gave the committee reflects a very large turnover rate of 388%. This was somewhat explained; however, Mr. Bryant said he could have pulled the wrong number. He will check.

Marcia Williams asked if there were any parameters on the type of derivatives; long or short. Ms. Bezoari responded that PIMCO doesn't go short. It needs to be completely like buying a bond. An unconstrained portfolio is more opportunistic with the ability to go short. Both in cash market and derivative market.

Discussion following presentations:

- Interest rates are not going up. The basic idea to add a Core Plus Manager hasn't changed.
- Mayor Moore was intrigued with Bradford. With PIMCO the number of securities is much higher. We're leaving money on the table by not having an active manager. Alderman Barnhill was partial to Bradford and having the separate account.
- Marcia Williams complimented Dahab on the choice of these three managers, any one of which could do what the committee wants. Loomis beats the others in performance in all years. Historically, excellent performance.
- Ed Cagle: This money is 21% of the portfolio. It is important to pick a manager.
- Eric Stuckey asked if it would be advantageous to pick two managers.
- \$13 million is enough to meet the minimum on Bradford and Loomis.
- Jessica Peach: Bradford has no minimum account size; PIMCO minimum is \$1 million; Loomis at \$100,000
- Mayor Moore asked if \$5 million to Bradford and \$5 million to Loomis, with the balance left in Index would be an option.
- Mr. Bryant discouraged a three-way split and said originally he was planning on an International manager and splitting the money with the Core Plus. He asked if the committee wished to engage an international manager.
- Russ Truell advised against leaving anything in the Index Fund as it has a minimum fee; at \$3 million paying the minimum.

Mayor Moore moved to invest with Bradford and Loomis investing 50% of the money in each. Seconded by Marcia Williams. Motion carried unanimously.

5. Consideration of RFP for Actuarial Services

Shirley Harmon, Human Resources Director

To be addressed at the next meeting.

6. Consideration of RFQ for Legal Services

Shauna Billingsley, City Attorney

Shauna Billingsley advised they are drafting the document and it will be posted within the next two weeks. Will address at the next meeting as well. Once the RFQ is ready, it will also be distributed to members of the Committee in case they want to notify contacts which they have.

7. Consideration of Pension Bond Issue

Barry Bryant & Russ Truell

Per Mr. Bryant, Pension Obligation Bonds are debt instruments issued by a state or local government to pay its obligation to the pension fund in which its employees are members. With public entities having more and more difficulty finding ways to fund pensions this trend is expected to continue in the coming years. They are typically issued by underfunded pension funds to raise money to pay benefits owed to their employees.

Interest rates are lower than they have been in this century. Mr. Bryant doesn't think they will go lower. If the City can borrow cheaply the chances of increased earnings are good. Borrowing at 3% gives the likelihood of earning 5%-8%. (I think the previous sentence needs to be reworked; doesn't seem correct as stated.) There is risk involved.

Mr. Truell had a list of eight questions for this discussion, with numbers 5, 6, and 8 needing outside advice from PFM. Although, Mr. Bryant did answer #6 regarding the estimated return on investment. Mr. Truell added that the City does have legislative authority to do this. He then called Lauren Lowe of PFM for discussion and questions.

Ms. Lowe answered the question regarding the estimated cost of Pension Obligation Bonds. Taxable market preliminary analysis assuming it is a taxable obligation for the City on a 10-year structure, 15 and 20 years based on credit rating. Approximate numbers at 10 years 3.05%, 15 years 3.67%, and 20 years 4.1%. Preserve flexibility for wiggle room to 50 bps.

Affordability is the first thing to discuss. The sooner it can be paid off the better. There are two parts to the equation. Mr. Truell asked the effect of adding \$10 million liability to borrowing for coming projects. What about debt capacity? How do the rating agencies see that? Ms. Lowe didn't think it would have an impact. Debt capacity will count against because of the obligation to pay it back. This is not a problem with the rating agencies. It just exchanges one obligation for another. Pension obligation is soft debt.

Mayor Moore asked if going forward rating agencies would look harder at unfunded liability on pension plans. Ms. Lowe answered that they would be and suggested the City of Franklin's plan to be 100% funded. If the City was looking at this for immediate relief, in her opinion it would be different. Rating agencies say it is an obligation and how to fund and manage. On the positive side, the pension plan would be 100% funded. The City is 91% funded now. At 100% funded it would be a shorter procedure and it would eliminate the discussion of an underfunded plan. The process is the same as for any bond issue. It would go through BOMA by resolution, and to the state for approval. Typically, allow 2-3 months for the process with the standard cost of issuance applicable.

Discussion following consultation with PFM:

- Mr. Truell thought an initial resolution should go to the Budget & Finance Committee for review this month. There is a specific window in which to act on this.

Questions for David Kays, Actuary:

- If we were to issue pension bonds, what amount in the actuarial report should we use as the "unfunded liability?"
- Range of return for \$1 million of reduction is \$980,000 – hold debt service to \$980,000 per year for a wash at 3%. (I don't understand this sentence.) The Discount Rate for this year would be 4.5%. At present rate, liability will count as \$11 million instead of \$7 million.

Marcia Williams made a motion to recommend to the Budget & Finance Committee, that we seek out \$10 million of Pension Obligation Bonds to fund the Pension at 100%. Seconded by Shirley Harmon. Motion carried unanimously.

8. Other Business

Roth IRA for 457 Plan

Shirley Harmon related a vote was needed to make the Roth IRA a third option for the City's 457 Plan.

Mayor Moore moved to approve the recommendation to add the Roth IRA as a third option for the 457 Plan. Seconded by Marcia Williams. Motion carried unanimously.

Participant Statements

Ms. Harmon asked Mr. Kays when the participant statements would be ready to send. He indicated they would be ready within a week.

Next Meeting

The next meeting is scheduled for Monday, November 18, 2013 @ 1:00 p.m. in the Board Room.

9. Adjourn

Ed Cagle moved to adjourn. Seconded by Marcia Williams. Motion carried unanimously.

Meeting adjourned @ 3:04 p.m.

Clyde Barnhill, Chair

Minutes prepared by Linda Fulwider, Board Recording Secretary, City Administrator's Office – updated 11/14/2012 3:43 PM

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-008 (single-rear-axle dump truck equipped to plow snow and spread salt)							
Notice to Bidders published in the Williamson Herald on:		7/30/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		6 / 4							
Date and time bids due and publicly opened:		8/20/15 2:00 PM							
Present at opening of bids:		Mark Haymes of Rush Truck Center - Nashville; Erick Creasey of Cumberland International; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation will be considered:		9/22/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Year, Make & Model:	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total delivered bid price, per unit:	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:	
Cumberland International 1901 Lebanon PK Nashville, TN 37210 Erick Creasey, Truck Sales 615/767-8681 ecreasey@cltte.com	1 of 1	No (incomplete list of references)	2016 International 7400 SFA 4x2 with Rogers 100RM3N5 dump body and Rogers front telescopic	Bidder takes no exceptions	\$116,346.28	net 30 days	90 days	11/01/15	
MHC Kenworth - Nashville 550 Spence Lane Nashville, TN 37210 Matt Swan, Truck Sales 615/916-3584 matt.swan@mhc.com	1 of 1	No (missing CoF specifications revised per Addendum No. 1, marked by bidder as to compliance)	2016 Kenworth T470 with Rogers 100RM3N5 dump body and Rogers front telescopic	No / 3 (limits on drive train and cab perforation corrosion warranties and towing /roadside assistance) Note: Bidder's terms and conditions not reviewed by CoF	\$120,165.00	net 30 days	100 days	11/02/15	
Neely Coble Co., Inc. 319 Fesslers Lane PO Box 100347 Nashville, TN 37224 Jim Cook, Sales Representative 615/244-8900 jjmc@neelycoble.com	1 of 1	Yes	2016 Freightliner M2-106 with Rogers 100RM3N5 dump body and Parker telescoping hoist	Bidder takes no exceptions	\$109,112.00	net 30 days	150	10/31/15	
Rush Truck Centers of Tennessee d/b/a Rush Truck Center - Nashville 900 Expo Drive Smyrna, TN 37167 Mark Haymes, Truck Sales Representative 615/220-7600 hamesm@rushenterprises.com	1 of 1	No (missing CoF specifications revised per Addendum No. 1, marked by bidder as to compliance, list of exceptions, references and CoF T&Cs with vendor info inserted)	2016 Peterbilt 337 with Rogers 100RM3N5 dump body and Parker Hannifin hoist	No / 2 (limits on chassis and cab perforation corrosion warranties)	\$131,142.00	net 30 days	90 to 120 days	11/01/15	

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

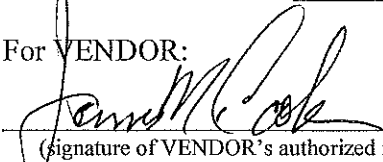
(City of Franklin Contract No. 2015-0302)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Neely Coble Co., Inc. of Nashville, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on July 30, 2015 Purchasing Office Solicitation No. 2016-008, a procurement solicitation for bids for a minimum of one (1) new and unused single-rear-axle dump truck, and (b) on August 14, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-008 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated August 14, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY awarded on September 22, 2015 to VENDOR the purchase of one (1) new and unused single-rear-axle dump truck pursuant to SOLICITATION and SUBMITTAL.
4. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Sales Representative

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0302)

Attachment No. 1

SUBMITTAL

Bid submittal contents:

- a. City of Franklin Bid Submittal Form

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-008

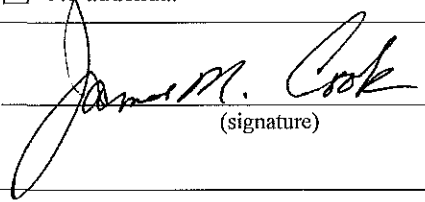
Vendor's name, street address, and mailing address:	Neely Coble Co., Inc. 319 Fessler's Lane P.O. Box 100347 Nashville, TN 37224
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Jim Cook Sales Representative 615-244-8900 jimc@neelycoble.com
Model year, make and model of cab and chassis as bid:	2016 Freightliner M2-106
Year of manufacture, make and model or product name of dump body as bid:	2015 Rogers 100RM3N5
Year of manufacture, make and model or product name of hoist for dump body as bid:	2015 Parker Telescoping
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted bid price per vehicle, supplied and delivered:	\$ 109,112.00 per unit.
Duration / mileage limits for the required manufacturer's warranties for cab and chassis included in the bid price:	
Total chassis (minimum 24 months / 250,000 miles)	24 months / Unlimited miles
Engine (minimum 60 months / 100,000 miles)	60 months / 100,000 miles
Drive train (minimum 60 months / 100,000 miles)	60 months / 100,000 miles
Transmission (minimum 60 months / 100,000 miles)	60 months / Unlimited miles
Cab perforation corrosion (minimum 60 months / unlimited mileage)	60 months / Unlimited miles
Towing / roadside assistance (minimum 12 months / unlimited mileage)	60 months / Unlimited miles
Duration limits for the required manufacturer's material and workmanship warranties for dump body and hoist included in the bid price:	
Major structural components (minimum 12 months)	12 months
All other components (including hydraulic) (minimum 12 months)	12 months
Hydraulic cylinders (minimum 12 months)	12 months

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-008

Vendor's name:	Neely Coble Co., Inc.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Estimated time of delivery:	150 _____ days after receipt of order.
Last date (no sooner than October 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	October 31, 2015
Last date (no sooner than October 31, 2015) that bid price on a per vehicle basis is valid for potential future orders:	October 31, 2015
Method of payment: The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) or item(s); - Detailed vendor-supplied description of the warranty(ies) included in the pricing; - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; and - City of Franklin Affidavit of Non-Collusion, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ No, bidder chooses not to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> ☐ Addenda Nos. _____ ☐ No addenda.
Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
Title of bidder's authorized representative:	Sales Representative
Date of signature:	08/14/2015

Bid submittal contents:

b. Detailed description of products bid (specification proposal and body)

Prepared for:
Brian Wilcox
City of Franklin
109 3rd Avenue South
Suite 107
Franklin, TN 37065-0305
Phone: 615-550-6614

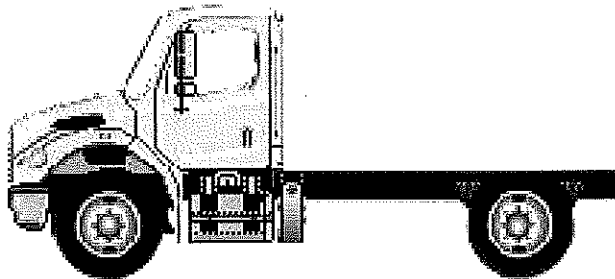
Prepared by:
JIM COOK
NEELY COBLE COMPANY, INC.
319 FESSLEERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

A proposal for
City of Franklin

Prepared by
NEELY COBLE COMPANY, INC.
JIM COOK

Aug 11, 2015

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-10M	M2 PRL-10M (EFF:02/11/15)		
Data Version			
DRL-024	SPECPRO21 DATA RELEASE VER 024		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-216	2016 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 24000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 38000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 60000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-004	END DUMP BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 3700.0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH : 10.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
AF6-99D	EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 4.0 ft		
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
RTK-1AA	APPROVAL TO SHARE SPEC WITH TEM		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-2XE	CUM ISL 300 HP @ 2000 RPM, 2200 GOV RPM, 860 LB/FT @ 1300 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-015	2015 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG14		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		

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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-018	HORTON DRIVEMASTER ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		

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Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20	
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84N-998	NO TCU-ENGINE LOAD REDUCTION FUNC
85E-998	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 2600 RPM - ALLISON 5TH GEN TRANSMISSIONS
85F-998	TCU-MAX PTO ENGINE SPEED OPERATION NOT CONFIGURED
85G-998	TCU-MAX PTO O/P SPD ENG NOT CONFIGURE

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Data Code	Description	Weight Front	Weight Rear
85H-998	TCU-MAXIMUM PTO OUTPUT SPEED OPERATION NOT CONFIGURED		
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITH OUT BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-050	MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension



Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		255
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-076	MXL 17N MERITOR EXTENDED LUBE MAIN DRIVELINE WITH FULL ROUND YOKES	-20	-20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-010	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-030	WEBB HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		80
425-002	REAR BRAKE DUST SHIELDS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		170
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
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 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
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Data Code	Description	Weight Front	Weight Rear
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS
296-026	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT
331-001	SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE

Wheelbase & Frame

545-380	3800MM (150 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-190	160
552-028	1525MM (60 INCH) REAR FRAME OVERHANG		
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	10	-40
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.45 in		

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
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 Franklin, TN 37065-0305
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Prepared by:
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 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 239.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 84.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 119.75 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 88.06 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

556-1CU	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS, SPACED 3 INCHES FORWARD	40
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE	
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS	
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS	

Fuel Tanks

204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20
218-005	RECTANGULAR FUEL TANK(S)	
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS	
212-007	FUEL TANK(S) FORWARD	
664-001	PLAIN STEP FINISH	
205-001	FUEL TANK CAP(S)	
122-084	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP	
216-020	EQUIFLO INBOARD FUEL SYSTEM	
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	

Tires

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
093-994	MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES	50	
094-0RB	MICHELIN XZY-3 11R22.5 16 PLY RADIAL REAR TIRES		88

Hubs

418-056	CONMET PRESET PLUS IRON FRONT HUBS
450-056	CONMET PRESET PLUS IRON REAR HUBS

Wheels

502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-50	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
524-020	UNPOLISHED FRONT WHEELS WITH DURA-BRIGHT FINISH		
525-021	UNPOLISHED REAR WHEELS WITH ALL DURA-BRIGHT FINISH		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		

Cab Exterior

829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR	
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR	
772-006	BLACK MATS WITH SINGLE INSULATION	
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	
694-010	IN DASH STORAGE BIN	
742-007	(2) CUP HOLDERS LH AND RH DASH	
680-006	GRAY/CHARCOAL FLAT DASH	
860-004	SMART SWITCH EXPANSION MODULE	
720-003	5 LB. FIRE EXTINGUISHER	10
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	
701-001	STANDARD HVAC DUCTING	
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH	
170-015	STANDARD HEATER PLUMBING	
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR	

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOVE LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	70	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-006	3 POINT DRIVER AND PASSENGER AND 2 POINT CENTER FRONT SEAT BELT RETRACTORS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

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 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5	
736-998	NO OBSTACLE DETECTION SYSTEM		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1A9	AM/FM RADIO WITH FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2	
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
* 482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
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 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
 NASHVILLE, TN 37210
 Phone: 615-244-8900

Data Code	Description	Weight Front	Weight Rear
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-998	NO UNDERCOAT

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6886 lbs	4244 lbs	11130 lbs
Total Weight ⁺	6886 lbs	4244 lbs	11130 lbs

Extended Warranty

WAI-34P	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 5 YEARS/100,000 MILES/160 000 KM
WAX-1AR	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 5 YEARS/100,000 MILES/160 000 KM
WAK-1CU	ALLISON 3000 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES



Prepared for:
Brian Wilcox
City of Franklin
109 3rd Avenue South
Suite 107
Franklin, TN 37065-0305
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Prepared by:
JIM COOK
NEELY COBLE COMPANY, INC.
319 FESSLERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

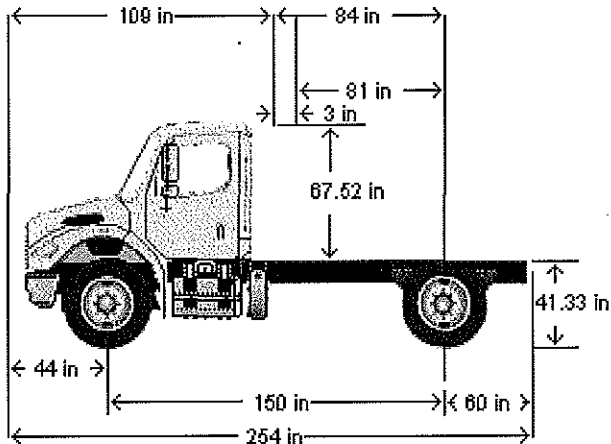
WAL-036 EXTENDED STEER AND SINGLE DRIVE AXLE 5 YEARS/100,000
 MILES/160 000 KM
WAG-052 TOWING EXTENDED/ROADSIDE SERVICE WARRANTY, 1
 YEAR/UNLIMITED MILES/KM, \$550 CAP

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

Prepared for:
Brian Wilcox
City of Franklin
109 3rd Avenue South
Suite 107
Franklin, TN 37065-0305
Phone: 615-550-6614

Prepared by:
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NEELY COBLE COMPANY, INC.
319 FESSLEERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model..... M2106
Wheelbase (545) 3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552) 1525MM (60 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) NO FIFTH WHEEL
Mounting Location (577)..... NO FIFTH WHEEL LOCATION
Maximum Forward Position (in) 0
Maximum Rearward Position (in) 0
Amount of Slide Travel (in) 0
Slide Increment (in) 0
Desired Slide Position (in) 0.0
Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
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Dimensions	Inches
Bumper to Back of Cab (BBC)	109.3
Bumper to Centerline of Front Axle (BA)	43.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	84.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	81.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	144.4
Cab Height (CH)	67.5
Wheelbase (WB)	150.0
Frame Overhang (OH)	60.0
Overall Length (OAL)	253.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
Brian Wilcox
City of Franklin
109 3rd Avenue South
Suite 107
Franklin, TN 37065-0305
Phone: 615-550-6614

Prepared by:
JIM COOK
NEELY COBLE COMPANY, INC.
319 FESSLEERS LANE
NASHVILLE, TN 37210
Phone: 615-244-8900

GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	24000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	38000
Expected GCW (lbs).....	60000.0
Front Axle (400).....	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	14,600# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS IRON FRONT HUBS
Front Disc Wheels (502).....	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZE 12R22.5 16 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X5 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450).....	CONMET PRESET PLUS IRON REAR HUBS
Rear Disc Wheels (505).....	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
Rear Tires (094).....	MICHELIN XZY-3 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 P CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

Prepared for:
 Brian Wilcox
 City of Franklin
 109 3rd Avenue South
 Suite 107
 Franklin, TN 37065-0305
 Phone: 615-550-6614

Prepared by:
 JIM COOK
 NEELY COBLE COMPANY, INC.
 319 FESSLEERS LANE
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	Front	Rear
Axle Component Weight Ratings		
Axles	14700	26000
Suspension	14600	26000
Hubs	14700	26000
Brakes	14700	26000
Wheels	14800	29600
Tires	14780	24020
Power Steering	18000	N/A
GAWR (per axle)	14600	24020
GAWR (per axle system)	14600	24020
Expected Load (per axle system)	14000	24000
Vehicle GVWR Summary		
Calculated GVWR	38620	
Expected GVWR	38000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

(615) 244-9720

QUOTE SHEET

FAX (615) 244-9719

ROGERS MANUFACTURING CO., INC.

110 Transit Avenue
Nashville, Tennessee 37210

P.O.Box 100187
Nashville, Tennessee 37224

Customer #: 490400

Quote Good for 60 Days

Quote #: 004437

Name: NEELY COBLE COMPANY

Quote Date: 8/03/15

Address: P. O. BOX 100347

Quoted To: JIM COOK

NASHVILLE

TN

37224

Quantity: 1

Phone #: 615/244-8900

Fax #:

Invoice No.:

Order Date:

P.O.#:

Owner: CITY OF FRANKLIN

Body Model#: 100RM3M5

Truck: M2-106

I.D.#:

Body Length: 10'0"

Truck Cab to Axle: 84"

Height Side: 40"

Width Inside: 7'4"

Outside: 8'0"

Height T/G: 46"

Color: BLACK

Cylinder: FRONT TELESCOPIC

Cabshield: 20"-4 LED STROBES FRONT OF C/S

Asphalt Lip: 8"

Cab Controls: HOT SHIFT PTO, CABLE FOR PUMP

Tarp: ELECTRIC, CURVED ARMS,

Tailgate: AIR LATCH, DOUBLE ACTING WITH CHAINS, PINS INSIDE, 10 GAGE,

7 GAGE FLOOR, 10 GAGE SIDES AND FRONT, ALL SHEET STEEL HI TENSILE,

30 GALLON FRAME MOUNT HYDRAULIC OIL TANK WITH SIGHT GAGE AND RETURN FILTER

PH15 PINTLE HITCH, ELECTRIC BRAKE CONTROLLER, EZ STEP RH SIDE OF BODY,

LED MARKER LIGHTS TO MEET FMVSS #108, 6" LED STOP AND TURN ON REAR POST,

1 STROBE WARNING LIGHT ON EACH SIDE OF REAR POST FACING AFT,

1-8" WOOD BOARD PAINTED BLACK TOP OF EACH SIDE,

7 GAGE LEAF TOPPER 32" WITH FULL TAILGATE WITH RUBBER ENTRY TUBE AND

EXPANDED METAL ON TOP 4' WIDE,

AIR HORNS ON CAB, CAB HEIGHT 67.5"

WESTERN HEAVY PLOW MOUNT, REFER TO BODY #45101,

AUTOMATIC TRANSMISSION,

RUN HYDRAULIC LINES TO REAR TO OPERATE REAR SALT SPREADER WITH CONTROLS IN

CAB, HOOK UP TRUCK DEALER SUPPLIED TRACTOR TOWING PACKAGE AIR LINES AND

ELECTRICAL SOCKET ON HITCH,

FOB NASHVILLE, TN.

Price Each

Net Before Taxes

Fed. Excise Tax

Total

Expected Completion Date:

TN Sales Tax

Terms:

Total

Bid submittal contents:

- c. Description of Standard and extended warranties included in pricing

**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER MEDIUM TRUCK**

Freightliner Medium Truck



Coverage ^a		
Description	Time ^b	Distance ^b
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010 ^c	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	Unlimited
GHG14 ^d (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14 ^d (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14 ^d Tire	2 Years	24,000 mi/38 400 km
Hybrid Transmission - Eaton ^e	3 Years	150,000 mi/240 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle ^f	2 Years	Unlimited
Rear Axle	2 Years	Unlimited
Transfer Case	2 Years	Unlimited
Transmission ^e	2 Years	Unlimited
Detroit Front Axle ^f (File Direct)		

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.

**NEW VEHICLE LIMITED WARRANTY WARRANTY COVERAGE
DESCRIPTIONS & WARRANTY COVERAGE TABLES
FREIGHTLINER MEDIUM TRUCK**

Coverage ^a		
Description	Time ^b	Distance ^b
Post-Model Year 2011 ^g	2 Years	Unlimited
Post-Model Year 2011 ^h	4 Years	Unlimited
Detroit Rear Axle (File Direct)		
Post-Model Year 2011 ^g	2 Years	Unlimited
Post-Model Year 2011 ^h	4 Years	Unlimited
Detroit DT-12 Transmission ^{e,i}	5 Years	750,000 mi/1,200,000 km

a. Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.

b. Time or distance, whichever comes first

c. Applies to vehicles equipped with EPA 2010 compliant diesel engines.

d. Applies to models 2013 and later domiciled in the United States; check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

e. Customers will have only one (1) type of transmission coverage, depending on how the vehicle is spec'd.

f. Front axle coverage is also applicable to gliders.

g. Medium Duty - General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

h. Medium Duty - General Service Plus: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

i. Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein.

Cummins Protection Plan I For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport". This Plan covers failures of the following Engine components which result, under normal use and service, from defects in Cummins material or factory workmanship (Covered Failure):

Brake Assembly	Exhaust Valve Seat	Valve Tappet
Housing	Intake Valve	Adjusting Screw and Nut
Bushing	Intake Valve Seat	Throttle Plate Actuator
Rocker Lever	Front Gear Cover Assembly	Oil Cooler Assembly
Roller Pin	Gear Housing	Oil Cooler Core and Gasket
Roller	Gear Cover and Housing Gasket	Oil Cooler Housing
Piston	Gear Train Gears	Oil Filter Base and Gasket
Crosshead	Crankshaft Gear	Oil Pan
Crosshead Pin	Camshaft Gear	Oil Pump Assembly
Camshaft Assembly	Camshaft Idler Gear	Cylinder Kit
Camshaft Bushing	Accessory Drive Gear	Piston
Crankshaft Assembly	Air Compressor Idler Gear	Piston Ring
Crankshaft Bearing	Fuel Pump Drive Gear	Wrist Pin and Retaining Clip
Cylinder Block Assembly	Lube Pump Drive Gear	Liners and Liner Packing
Main Bearing Cap Bolt	Lube Pump Idler Gear	Piston Cooling Nozzle
Cylinder Head Assembly	Main Idler Gear	Connecting Rod Assembly
Cylinder Head Capscrews	Water Pump Drive Gear	Rod
Cylinder Head Gasket	Intake Manifold Castings	Rod bearing
Valve Cover and Gasket	Aftercooler Housing	Rod Cap
Valve Collet	Aftercooler Cover	Rod Bolt and Nut
Valve Crosshead	Rocker Assembly	Cam Followers
Valve Guide	Rocker Lever	ECM
Valve Guide Seal	Rocker Shaft	EGR Cooler, Valve, Mixer
Valve Rotator	Socket	Turbocharger
Valve Spring	Valve Push Rod	Water Pump
Valve Spring Retainer	Fuel Pump	Injectors
Exhaust Valve	Coolant Temperature Sensor	Air Compressor
Intake Manifold Pressure	EGR Temperature Sensor	Engine Position Sensor
Oil Pressure/Temperature Sensor	Water-In-Fuel Sensor	Turbocharger Speed Sensor
Exhaust Pressure Sensor	Intake Manifold Temperature Sensor	Fuel Pressure Sensor
EGR Differential Pressure Sensor	Intake Manifold Pressure/Temperature Sensor	Fuel Temperature Sensor
Ambient Air Pressure Sensor		Camshaft Positions Sensor
Crankcase Breather Sensor		
Low Fuel Pressure Regulator		

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-Warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and exhaust brakes.

Cummins branded alternators and starters are not covered by this Plan.

Aftertreatment component failures are not covered by this Plan.

Failures resulting in excessive oil consumption are not covered by this Plan.

Low Fuel Pressure Regulator covered component applies to the ISL G and ISX12 G Engines only.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder. This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverages applicable to the Engine.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: DC1

Coverage I.D.: GT1



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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Cummins Aftertreatment Assembly For 2013 Products

Coverage

This Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins diesel Engines used in automotive applications marketed for use in the United States* and Canada under the trademark "Cummins". This Plan covers failures of the Aftertreatment Assembly which result, under normal use and service, from a defect in Cummins material or factory workmanship (Covered Failure):

NOx Sensor Probe	NOx Sensor Module
NH3 Sensor Probe	NH3 Sensor Module
DPF Temperature Sensor (Module & Probe)	SCR Temperature Sensor (Module & Probe)
Aftertreatment Temperature Sensor Connector	Aftertreatment Diesel Exhaust Fluid Dosing Unit
Decomposition Tube	Aftertreatment Selective Catalyst Reduction (SCR) Catalyst
Aftertreatment Diesel Exhaust Fluid Dosing Valve	Aftertreatment Differential Pressure Sensor Body Mounting Hardware
Aftertreatment Fuel Pressure Sensor Body	Aftertreatment Fuel Pressure Sensor O-Ring
Aftertreatment Wiring Pigtail	Ammonia Sensor
Aftertreatment Differential Pressure Sensor Body	Aftertreatment Differential Pressure Sensor Bracket
Catalytic Converter Particulate Filter	Aftertreatment Injector (Heavy Duty only)
SCR/DPF Temperature Sensor Interface Module	Aftertreatment Fuel Supply Line
Mounting Hardware	
Aftertreatment Fuel Return Line	

This Plan begins at the expiration of the Cummins Base Engine Warranty period applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, **AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE.**

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Aftertreatment Assembly resulting from a Covered Failure, according to progressive damage limits.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine and Aftertreatment Assembly as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Plan, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubrication oil, diesel exhaust fluid, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for the communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications to the Engine or Aftertreatment Assembly.

Cummins is not responsible for failures resulting from incorrect modifications or alterations to the Engine or Aftertreatment Assembly, or adjustments that significantly alter the Engine's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship of Covered Parts, are not covered by this Plan.

Cummins is also not responsible for failures caused by incorrect oil or fuel, by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Parts used in repairs of a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not supplied by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

This Plan does not duplicate other coverages applicable to the Engine.

Components not supplied by Cummins are not covered under this Plan.

Fees paid for this Plan are not refundable.

Coverage purchase must be documented on a Cummins assurance Plan Certificate. The Certificate must be signed and dated by the customer.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In the United States* and Canada, this Plan gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Coverage I.D.: AT3



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.



CHASSIS EXTENDED SERVICE COVERAGE

TOWING (WAG):

Covers \$550 per occurrence for towing or roadside assistance for a defect in material and workmanship of a component that prevents the safe and lawful operation of the vehicle. If towing is associated with a DTNA warrantable failure, towing charges must be filed on the same claim.

www.aftermarketserviceproducts.com



CHASSIS EXTENDED SERVICE COVERAGE

AXLES – FRONT & REAR (WAL):

Includes: front axle beam, spindles, kingpins and kingpin bearings, drive-differential assemblies and all internally lubricated parts, axle shafts and housings. Excludes: drivelines, input and output shaft seals, tie rod ends, rear axle attachments such as hubs, wheel seals and wheel bearings. Note: subject to manufacturer's published vocational warranty and applications.

www.aftermarketserviceproducts.com

Allison Transmission Coverage

Effective Dates

Transmission coverage effective dates as shown below are based upon individual agreements entered into between the OEM and Allison.

Navistar	Vehicles built on or after April 11, 2011.
Hino	Vehicles built on or after December 15, 2011.
American LaFrance	Vehicles built on or after January 1, 2012.

All other OEMs referenced on the cover of this guide are eligible to receive Partnership Coverage and Extended Transmission Coverage, so long as they meet the Extended Transmission Coverage requirements listed below.

NOTE: Stated prices are effective for Extended Transmission Coverage purchased in 2015.

Transmission Coverage Definitions And Requirements

Standard Limited Warranty

All Allison transmissions carry a comprehensive Standard Limited Warranty covering 100% parts and labor. The length of Standard Limited Warranty coverage depends upon the Vocational Model Series and vehicle vocation.

REQUIREMENTS: Use of Allison Approved TES 295® transmission fluid** and Genuine Allison Filters is required to be eligible for Partnership Transmission Coverage and Extended Transmission Coverage. Failure to use Allison Approved TES 295® transmission fluid and Genuine Allison Filters during the Standard Limited Warranty coverage period will result in no additional coverage options beyond Standard Limited Warranty.

Partnership Coverage

Some Allison-equipped vehicles purchased through Allison Partnerships carry Partnership Coverage. Partnership Coverage begins at the end of the Standard Limited Warranty period. Duration of Partnership Coverage varies depending upon the Vocational Model Series purchased.

REQUIREMENTS: Use of Allison Approved TES 295® transmission fluid and Genuine Allison Filters is required. Failure to use Allison Approved TES 295® transmission fluid and Genuine Allison Filters will result in no coverage for repairs beyond Standard Limited Warranty.

NOTE: Except as noted, all transmissions with Partnership Coverage beyond Standard Limited Warranty have 100% parts and labor coverage with no mileage limitations.

Extended Transmission Coverage***

In addition to Partnership Coverage, transmissions purchased through Allison Partnerships are eligible for Extended Transmission Coverage. Extended Transmission Coverage can be purchased on all models to increase coverage to a total of five years. Extended Transmission Coverage can be purchased on Highway Series, P&D/Beverage, to increase coverage to a total of seven years. Extended Transmission Coverage begins at the end of Partnership Coverage and is available for purchase through Allison Authorized Distributors and Dealers.

REQUIREMENTS: Use of Allison Approved TES 295® transmission fluid** and Genuine Allison Filters is required. Failure to use Allison Approved TES 295® transmission fluid and Genuine Allison Filters will result in no coverage for repair beyond the Standard Limited Warranty period. If the transmission is not OEM factory filled with Allison Approved TES 295® transmission fluid and Genuine Allison Filters, then Allison Approved TES 295® transmission fluid and Genuine Allison Filters must be installed at the time of Extended Transmission Coverage purchase. Transmissions not OEM factory filled with Allison Approved TES 295® transmission fluid, or transmissions operating with non-TES 295® fluids, must be drained and filled with Allison Approved TES 295® transmission fluid to achieve 100% concentration. One hundred percent concentration is not achieved until the second consecutive fluid change using Allison Approved TES 295® transmission fluid. The second consecutive change must be achieved at the time of Extended Transmission Coverage purchase.

* Suggested retail prices are established for each transmission vocational model/vocation combination. Prices and/or coverage are subject to change without notice. For current prices and coverage information, go to allisontransmission.com.

** For a list of current Allison Approved TES 295® transmission fluids, go to: allisontransmission.com; click on Parts + Service, then Approved Fluids.

*** The terms and conditions under which Allison Transmission offers Extended Transmission Coverage are set forth on the back of the Extended Transmission Coverage Agreement Registration, available from any authorized Allison Transmission Distributor or Dealer.

Bid submittal contents:

d. City of Franklin specifications marked as to compliance - *Revised*

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

1. Solicitation identified: These specifications apply to the following procurement:
a minimum of one (1) new and unused single rear axle dump truck
Purchasing Office Solicitation No.: 2016-008
2. Notice to Bidders publication date: **July 30, 2015**
3. Solicitation release date: **July 30, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **August 11, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **August 20, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 4, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid:
September 22, 2015
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all materials and means necessary to supply and deliver to the City of Franklin a minimum of one (1) new and unused single rear axle dump truck as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price: The bid price shall include all equipment, labor, materials, permit(s), freight and required insurance to supply and deliver the specified products.
- b. Delivery terms: As a matter of practice, the City of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified products shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- e. Standard Procurement Terms and Conditions: By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- f. Refusal to honor submittal: If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- g. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products and/or items.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. General.

- 11.1.1. C City intends to use the specified vehicle to haul dirt, gravel, asphalt, de-icing salt, leaves, debris and/or other material to and from various City job sites, some of which may be off-road, and to plow snow from and spread salt on City roadways. Vehicle as bid shall be designed and manufactured according to industry standards for these intended uses.
- 11.1.2. C Vehicle shall be purchased new and unused by the City.
- 11.1.3. C Purchased vehicle cab and chassis shall be 2016 model year.
- 11.1.4. C Purchased dump body shall be in current production.
- 11.1.5. C For any listed or unlisted features for which no specification is listed, vehicle as bid shall meet or exceed manufacturer's standard specifications with no "fleet deletes."

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

11.2. Delivery, Documentation and Training.

- | | | |
|---------|-----------|--|
| 11.2.1. | <u>C</u> | Vendor shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order. |
| 11.2.2. | <u>C</u> | Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above. |
| 11.2.3. | <u>C</u> | Vendor shall include delivery and unloading or offloading and deposit of the deliverable at the following location:

City of Franklin Fleet Maintenance
124 Lumber Drive, Building No. 2
Franklin, TN 37064 |
| 11.2.4. | <u>C</u> | Vendor shall provide any labor and equipment necessary to unload or offload the deliverable in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock. |
| 11.2.5. | <u>C</u> | Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City. |
| 11.2.6. | <u>C</u> | Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available vehicle-specific training videos, shall be provided upon delivery of the vehicle. |
| 11.2.7. | <u>C</u> | Training by a qualified service representative shall be provided. Training shall include detailed instruction for both operator and service personnel. |
| 11.2.8. | <u>CC</u> | Manufacturer's Statement of Origin (a.k.a., Certificate of Origin) shall be assigned and issued to:

City of Franklin
109 3 rd Ave. South
Franklin, TN 37064 |

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

11.3. Warranties and Road-Side Assistance.

11.3.1. Warranties for cab and chassis:

- 11.3.1.1. C Manufacturer's warranties for the cab and chassis shall be included in the bid price, shall be for 100% parts and labor unless otherwise indicated in the warranty, and shall be for the following coverages and minimum duration and mileage limits:

Coverage	Minimum duration limitation	Minimum mileage limitation
Total chassis	24 months	250,000 miles
Engine	60 months	100,000 miles
Drive train	60 months	100,000 miles
Transmission	60 months	100,000 miles
Cab perforation corrosion	60 months	unlimited mileage
Towing / roadside assistance	12 months	unlimited mileage

- 11.3.1.2. C Bidder shall indicate on the Bid Submittal Form the durations and mileage limits for the manufacturer's warranties for the cab and chassis included in the bid price.

- 11.3.1.3. C Bidder shall supply, along with the Bid Submittal Form, a summary description of the manufacturer's warranties for the cab and chassis included in the bid price.

11.3.2. Warranties for dump body and hoist:

- 11.3.2.1. C Manufacturer's material and workmanship warranties for the dump body and hoist shall be included in the bid price, shall be for 100% parts and labor unless otherwise indicated in the warranty, and shall be for the following coverages and minimum duration limits:

Coverage	Minimum duration limitation
Major structural components	12 months
All other components (including hydraulic)	12 months
Hydraulic cylinders	12 months

- 11.3.2.2. C Bidder shall indicate on the Bid Submittal Form the durations for the manufacturer's material and workmanship warranties for the dump body and hoist included in the bid price.

- 11.3.2.3. C Bidder shall supply, along with the Bid Submittal Form, a summary description of the manufacturer's material and workmanship warranties for the dump body and hoist included in the bid price.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

11.4.		<u>Truck.</u>
11.4.1.	<u>C</u>	Exterior color shall be white.
11.4.2.	<u>C</u>	Air cab mounts.
11.4.3.	<u>C</u>	Door panels with kick plates. Kick plates made from molded plastic as part of the dash treatment are acceptable.
11.4.4.	<u>C</u>	84" CA minimum.
11.4.5.	<u>C</u>	Diesel engine, 9-liter, 300 HP minimum, 860 ft.-lbs. torque minimum, to include engine exhaust brake.
11.4.6.	<u>C</u>	1000-watt engine block heater.
11.4.7.	<u>C</u>	Premium quality (Gates blue stripe or equal) coolant hoses and belts.
11.4.8.	<u>C</u>	Allison 3500 RDS 6-speed automatic transmission with trans/synd fluid.
11.4.9.	<u>C</u>	West coast mirrors with 8" convex auxiliary, power & heated.
11.4.10.	<u>C</u>	Full air brakes, auto slack adjusters, and dust shields.
11.4.11.	<u>C</u>	Air-ride driver seat with air adjustable lumbar, and 2-passenger bench seat.
11.4.12.	<u>C</u>	Minimum frame 120,000PSI; 15.48 SM; 1,858,000 RBM, front-tow hooks.
11.4.13.	<u>C</u>	12R22.5 16-ply tires (Michelin XZE-2 Front, Michelin XZY-3 Rear); 11R22.5, 16-ply. Wheels shall be Accuride Accu-Shield or Alcoa Dura-Bright finishes.
11.4.14.	<u>C</u>	26,000 lb. single rear axle with 75w-90 synthetic fluid, with traction control.
11.4.15.	<u>C</u>	Heavy duty rear springs – 26,000 lbs. with helper & radius rod.
11.4.16.	<u>C</u>	Power steering.
11.4.17.	<u>C</u>	Integral heater & air conditioner.
11.4.18.	<u> </u>	Cab entry assist handles interior and exterior left and right hand sides.
11.4.19.	<u>C</u>	AM/FM radio.
11.4.20.	<u>C</u>	Minimum fuel storage capacity shall be 50 gallons aluminum tank.
11.4.21.	<u>C</u>	14,000 lb. front axle with 14,000 lb. front suspension with shocks.
11.4.22.	<u>C</u>	Air dryer with heater.
11.4.23.	<u>C</u>	Dual air horns – roof mounted or mounted under the cab.
11.4.24.	<u>C</u>	Back-up alarm per OSHA #1926.602.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- | | | |
|----------|--------------|---|
| 11.4.25. | <u> C </u> | Bug-screen mounted behind grill. |
| 11.4.26. | <u> C </u> | Fire extinguisher 5 lb. |
| 11.4.27. | <u> C </u> | 12V power supply. |
| 11.4.28. | <u> C </u> | Tilt-telescoping steering column. |
| 11.4.29. | <u> C </u> | Trans oil temp gauge. |
| 11.4.30. | <u> C </u> | Battery cut-off switch. |
| 11.4.31. | <u> C </u> | Trailer towing package to include air and electrical connections at the end of chassis, with an electrical brake controller in cab. |
| 11.4.32. | <u> C </u> | Cab, turn signal and markers are to be LED. |
| 11.4.33. | <u> C </u> | Brakes are to be heavy duty. |
| 11.4.34. | <u> C </u> | Install snow prep package for a Western Plow package with appropriate snow plow pre-wiring harness for plow lighting. |
| 11.5. | | <u>Dump Bed.</u> |
| 11.5.1. | <u> C </u> | Color – black. |
| 11.5.2. | <u> C </u> | Truck cab to axle – 84” minimum. |
| 11.5.3. | <u> C </u> | Body length – 10 ft. minimum. |
| 11.5.4. | <u> C </u> | Width: inside 7’4” minimum. |
| 11.5.5. | <u> C </u> | Height: side 34” minimum. |
| 11.5.6. | <u> C </u> | Cab shield: 20” minimum. |
| 11.5.7. | <u> C </u> | Air tail gate: 40” side height minimum – double acting with spread chains, pin inside tailgate, inside chamfer 4” slope 45 degree; 8” asphalt lip sloped 45 degree. |
| 11.5.8. | <u> C </u> | Electric tarp assembly, heavy duty cable controls. |
| 11.5.9. | <u> C </u> | All clearance and marker lights will be LED’s, and mud flaps per Federal Motor Vehicle Safety Standard #108. Add 4 LED’s amber flashing across the cab shell, and one in each rear post with switch in the cab for operation. |
| 11.5.10. | <u> C </u> | Safety support strut. |
| 11.5.11. | <u> C </u> | 4” @ 54 channel cross members. |
| 11.5.12. | <u> C </u> | 10-gauge hi-tensile steel construction. |
| 11.5.13. | <u> C </u> | 4-post including front and rear. |
| 11.5.14. | <u> C </u> | Add 8” side boards. |
| 11.5.15. | <u> C </u> | Install right side E-Z step. |

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-008

- 11.5.16. C Install a 15T Pintle hitch with electric and air glad hands, a 7 pin connector, and the electric brake controller in the cab.
- 11.5.17. C There will be a manufactured Leaf Container or Topper configuration attaching to the top of the dump bed for leaf pick up. The top must be removable and easily attached. The measurements will be taken by the bidder at the Fleet Maintenance Facility.
- 11.5.18. C Install provisions for a Western Heavyweight Plow snow package.
- 11.5.19. C Install a hydraulic system to the end of chassis to operate a hydraulic salt spread motor, with operator controls to be mounted in the cab.
- 11.5.20. C Service manual to be included.
- 11.6. **Hoist.**
- 11.6.1. C Single front-mounted telescopic cylinder with minimum 48 degree pump angle 5" – 3 stage, 90" stroke, 20-ton.
- 11.6.2. C Minimum capacity 15 gallons per minute at 1200 RPM.
- 11.6.3. C Frame – not less than 8" @ 11.5 lbs. structural steel channel.
- 11.6.4. C Oil tank – minimum 30 gallon capacity, front mount with sight gauge & return filter with cut-off valve.
- 11.6.5. C Heavy duty power take-off for automatic transmission.
- 11.6.6. C Maintenance manual to be included.

Bid submittal contents:

e. No exceptions taken

Bid submittal contents:

e. No Exemptions

Bid submittal contents:

f. References – M2-106's sold within last 12 months

REFERENCES AND CONTACT INFORMATION
M2-106 Chassis's

City of Franklin
124 Lumber Drive
Franklin, TN 37064
David Barker, Fleet Maintenance
615-550-6953
M2-106 Dump Truck

City of Columbia
110 Santa Fe Pike
Columbia, TN 38401
Ken Donaldson, Director
Jim Dotson, Shop Supervisor
(931-388-8650)
M2-106 Refuse Trucks

Montgomery County Highway Dept.
1213 Highway Drive
Clarksville, TN 37041
Monty Fleet, Asst. Supervisor
931-648-5740
M2-106 Dump Truck

Meriwether Lewis Electric Membership Coop
1625 Highway 100
Centerville, TN 37033
Fred Walls
931-623-0420
M2-106 Utility Truck

REFERENCES AND CONTACT INFORMATION

M2-106 Chassis's

City of Franklin
124 Lumber Drive
Franklin, TN 37064
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M2-106 Dump Truck

Meriwether Lewis Electric Membership Coop
1625 Highway 100
Centerville, TN 37033
Fred Walls
931-623-0420
M2-106 Utility Truck

Bid submittal contents:

- g. City of Franklin Standard Procurement Terms and Conditions with vendor contact information

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016_008

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Neely Coble Co., Inc.

Attn: Jim Cook

319 Fesslers Lane

P.O. Box 100347

Nashville, TN 37224

Fax: 615/726-2411

E-mail: jimc@neelycoble.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Bid submittal contents:

h. Vendors proposed terms and conditions - none

Bid submittal contents:

i. City of Franklin Affidavit of Non-Collusion

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, James M. (Jim) Cook, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Neely Coble Co., Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

James M. Cook
(signature of Affiant)

Sales Representative

(title of Affiant)

Sworn and subscribed to before me this 17th day of August, 2015

Jean Anderson
(Notary Public)

My Commission Expires: 6-21-16

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_008)

Bid submittal contents:

j. Digital copy included