



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, August 14, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [18-0571](#) Consideration of Resolution 2018-69, A Resolution of Support to Present the City of Franklin's History to a Fuller Extent Through the Addition of Historic and Memorials that Commemorate the African American Experience in Franklin (08/14/18 WS; 08/28/18 BOMA deferred to 9/25/18 6-2)

Sponsors:

Eric Stuckey

Attachments:

[2018-69 RES Fuller Story.pdf](#)

[2018-69 Resolution Re Markers and Statue.docx](#)

[Fuller Story - Letter of support Mills - Aug 2018.pdf](#)

[Fuller Story - Letter of support Weir - Aug 2018.pdf](#)

[Fuller Story - Letter of support Battle - Aug 2018.pdf](#)

[Fuller Story Petitions - Aug 2018.pdf](#)

[Fuller Story Handouts - 8-14-18 - without marker text.pdf](#)

[Fuller Story Proposed Marker Language - 9-6-18.pdf](#)

[2018-69 a Williamson Inc Letter of Support 9-14-18](#)

[2018-69 b Fuller Story - Letter of Support Heritage Foundation](#)

[2018-69 c Fuller Story - Letter of Support CVB](#)

[2018-69 d Fuller Story - Letter of Support Save the Franklin Battlefield](#)

[2018-69 e Fuller Story - Letter of Support BPC](#)

[2018-69 f Fuller Story - Letter of Support - Franklins Charge.pdf](#)

[2018-69 g Fuller Story - Letter of Support Patrick McIntyre.pdf](#)

[2018-69 h Fuller Story - Letter of Support African American Heritage Society.pdf](#)

2. [18-0668](#) Discussion and Consideration of Various Design Elements, including Bike and Pedestrian Facilities, Utility Relocations, and Access Management, for the Columbia Avenue Widening and Improvements Project (Continued from 7/10/18 WS).

Sponsors: Paul Holzen and William Banks

Attachments: [Resolution 2017-43](#)
[5Lane_AccessManagement_170830](#)
[Columbia Ave Typical Sections-R](#)

Legislative History

7/10/18 Work Session referred to the Work Session

3. [18-0562](#) Consideration of Ordinance 2018-29 to be entitled: An Ordinance to Amend Title 9 Chapter 2 Section 9-201(2) of the City of Franklin Municipal Code as it Pertains to Itinerant Merchants and the Removal of Vehicles, Trailers, Kiosks, Stands, Tables, Signage, Furniture, and Related Ancillary Equipment when Not Open for Business. (6/12/18 WS, 6/26 BOMA Deferred 1st Reading to 8/14 BOMA, 08/14/18 WS and BOMA 1st Reading 8-0) SECOND AND FINAL READING

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [18-0562 2018-29 ORD Itinerant merchants.Law Approved 2.pdf](#)
[18-0562 2018-29 ORD Itinerant merchants.Law Approved.pdf](#)
[ORD 2018-29 - Section 9-201 - Itinerant MerchantMFvjg.docx](#)
[NLC Mobile Food Vendors](#)
[Knoxville Mobile Food Ordinance](#)
[Cary, NC Mobile Food Application and Ordinance](#)
[Muni Code Sec. 9-201\(2\) and Recommended Amendment 5-18](#)

Legislative History

6/12/18 Work Session referred to the Board of Mayor & Aldermen

6/26/18 Board of Mayor & Aldermen referred to the Board of Mayor & Aldermen

4. [18-0769](#) *Consideration of Resolution 2018-61 Entitled, A Resolution To Establish A Grace Period For Mobile Food Vendors To Operate Temporarily Through December 31, 2018 Or Until The City Of Franklin Board Of Mayor And Aldermen Have Adopted A Comprehensive Mobile Food Vending Ordinance, Whichever Occurs First.

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Res 2018-61 Mobile Food Vending Grace Period.Law Approved.pdf](#)

5. [18-0690](#) *Consideration of Contract No. 2018-0100 Riverbluff Homeowners Association/City of Franklin Easement Access Agreement.
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [2018-0100 Riverbluff City of Franklin Easement Agreement_with Map.pdf](#)
6. [18-0677](#) Approval To Enter In A Professional Services Agreement With The Architect Workshop For The "City Of Franklin City Hall Programming Report" In An Amount of \$137,800.00 Regarding The Development Of A New City Hall. (Job Number 2018-010, COF Contract No. 2018-0154). (08/14/18 WS, 08/28/18 WS)
- Sponsors:** Brad Wilson
- Attachments:** [1804_City of Franklin Professional Services Agreement - Programming 22 08 2](#)
[COF 2018-0154 PSA The Architect Workshop City Hall Needs Assessment_witl](#)
7. [18-0676](#) Consideration of Ordinance 2018-31 An Ordinance to Reappoint Deana Hood as City Judge for the City Court of Franklin, Tennessee. (08/14/18 WS and 1st BOMA Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Shauna Billingsley
- Attachments:** [2018-31 ORD Reappointing Deana Hood as City Judge.Law Approved 07.09.18](#)
8. [18-0772](#) Consideration of Ordinance 2018-37, AS AMENDED, An Ordinance to Amend Title 16, Chapter 14, and Appendix A of the City of Franklin's Municipal Code as it Pertains to Small Wireless Facilities in the Public Right-Of-Way. (08/14/18 WS and BOMA 1st Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Shauna Billingsley, Misty Foy and Paul Holzen
- Attachments:** [2018-37 ORD Small Cell Ordinance 08-16-2018-no bold or strikethrough.Law A](#)
[2018-37 ORD Small Cell Ordinance.Law Approved 2.pdf](#)
[2018-37 ORD Small Cell Ordinance Revised per State Law_with Appendix A I](#)
9. [18-0774](#) *Consideration of a Professional Services Agreement (COF Contract No. 2018-0162) with Windrow Phillips Group, to provide lobbying and advisory services on behalf of the City of Franklin.
- Sponsors:** Shauna Billingsley
- Attachments:** [2018-0162 PSA with Windrow Phillips.Law Approved.pdf](#)

10. [18-0784](#) *Consideration of Resolution No. 2018-62 to Adopt the Amended and Restated Pension Plan Effective January 1, 2018, and To Adopt the First Amendment to the Amended and Restated Pension Plan Effective January 1, 2018.

Sponsors: Eric Stuckey, Kristine Brock and Kevin Townsel

Attachments: [Res. 2018-62 Amended and Restate Pension Plan with Exhibits.Law Approved 2018 2019 Retiree Payroll Dates](#)

11. [18-0780](#) *The Stanard & Associates, Inc. contract for Police Department Promotional Testing (Contract No. 2018-0166).

Sponsors: Kevin Townsel

Attachments: [2018-0166 Stanard and Associates Promotional Assessment Sgt. Lt. MPO, De](#)

12. [18-0685](#) PUBLIC HEARING: Consideration Of Resolution 2018-58, To Be Entitled: "A Resolution Approving A Development Plan For Christ Community Church, For The Property Located East Of Hillsboro Road And South Of The Harpeth River (1215 Hillsboro Road)." (07/26/18 FMPC 7-0, 08/14/18 WS)

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [RES 2018-58 ChristCommunityChurchSubd_with Map.pdf](#)
[ChristCommunity Conditions of Approval 01.pdf](#)
[CCC - Chapel Addition Elevations 6-11-18.pdf](#)
[CCC - Youth Building Elevations - A2.0 6-11-18.pdf](#)
[CCC - Youth Building Elevations - A2.1 6-11-18.pdf](#)
[Christ Community Church PUD Subdivision.pdf](#)

Legislative History

7/26/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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13. [18-0684](#) Consideration Of Ordinance 2018-30 AS AMENDED, To Be Entitled: "An Ordinance To Rezone 49.10 Acres From Estate Residential (ER) District To Civic - Institutional (CI) District For The Property Located West Of Hillsboro Road And South Of The Harpeth River, 1215 Hillsboro Road, (Christ Community Church PUD Subdivision)." (07-26-18 FMPC 7-0, 08/14/18 WS AND BOMA 1st Reading 8-0, BOMA 2nd Reading 7-0 Amending East to read WEST) THIRD AND FINAL READING

Sponsors: Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [ORD 2018-30 AS AMENDED Rezone Christ Community with Map.Law Approv](#)
[ORD 2018-30 Rezone ChristCommunity with Map.Law Approved.pdf](#)
[Christ Community Church PUD Subdivision \(1\).pdf](#)

Legislative History

7/26/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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14. [18-0726](#) Consideration Of Ordinance 2018-28, To Be Entitled: "An Ordinance To Rezone 2.17 Acres From Estate Residential (ER) District To Residential - 3 (R-3) District For The Property Located North Of New Highway 96 And South Of Del Rio Pike At 1044 Carlisle Lane." (07-26-18 FMPC 7-0, 08/14/18 WS AND BOMA 1st Reading 8-0, 9/11/18 BOMA 2ND Reading 7-0). THIRD AND FINAL READING
- Sponsors:** Emily Hunter
- Attachments:** [ORDINANCE 2018-28 Carlisle Lane with Map and Survey.Law Approved](#)
[6749 - COA - 1044 Carlisle Lane Rezoning](#)
- Legislative History**
- | | | |
|---------|--|--|
| 7/26/18 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
15. [18-0752](#) *Consideration Of Ordinance 2018-33, To Be Entitled: "An Ordinance To Zone 419 Murfreesboro Road Into The Historic Preservation Overlay (HPO) District, Consisting of 1.08 Acres And Located At 419 Murfreesboro Road." Establishing a Public Hearing Date of September 11, 2018. (07-26-18 FMPC 7-0) FIRST OF THREE READINGS
- Sponsors:** Emily Hunter
- Attachments:** [MAP 67369 419 Murfreesboro HPO Rezon](#)
[ORD 2018-33 419 Murfreesboro Rd HPO with Map and Survey](#)
[6739 7.5.18 Powell Zoning Request Plan](#)
- Legislative History**
- | | | |
|---------|--|--|
| 7/26/18 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
16. [18-0721](#) *Consideration Of Liquor License Issuance For An Existing Store Known As Carothers Wine And Spirits (Bacolet Investment Corp.); Ruby Richmond (Managing Agent), 103 International Drive, Franklin, Tennessee, 37067.
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Certificate Ruby Richmond for Carothers Wine and Spirits.pdf](#)
17. [18-0147](#) *Consideration of Liquor License for HolBev, LLC, dba Holiday Cigars & Spirits, (Alpa Patel, Managing Agent) 108 N. Royal Oaks Blvd, Franklin, TN 37067. (Deferred from 8/14/18 Work Session and BOMA)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Certificate Alpa Patel.pdf](#)

18. [18-0720](#) Consideration of Liquor License RENEWAL Certificate for Franklin Wine & Spirits, (Harry Gino Desalvatore, Managing Agent) 1400 Liberty Pike, Suite #300, Franklin, TN 37064.
- Sponsors:** Lanaii Benne
- Attachments:** [2018 CERT Desalvatore .pdf](#)
19. [18-0722](#) Consideration of Liquor License RENEWAL for The Bottle Shop at McEwen, (Lisa Quillman and Nancy Jones Quillman, Managing Agents) 1556 W. McEwen Drive, Suite 102, Franklin, TN 37067. (08/14/18 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 CERT Quillman, Nancy.pdf](#)
20. [18-0723](#) Consideration of Liquor License RENEWAL for Cool Springs Wine and Spirits, (James W. Woodard, Jr., Managing Agent) 1935 Mallory Lane, Franklin, TN, 37067. (08/14/18 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Certificate James Woodard.pdf](#)
21. [18-0724](#) Consideration of Liquor License RENEWAL application for Happy Ours Wine and Spirits (Nicole Barclay, Managing Agent), 327 Independence Square, Franklin, Tennessee, 37064. (08/14/18 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Certificate Barclay Happy Ours.pdf](#)
22. [18-0725](#) Consideration of Liquor License RENEWAL for Harpeth Liquors, (Satish Kumar Patel, Managing Agent) 1203 Murfreesboro Road, Suite 503, Franklin, TN 37064. (08/14/18 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 Patel, Satish Certificate.pdf](#)
23. [18-0771](#) Consideration of Liquor License RENEWAL for Radhe Radhe Bal, LLC DBA Del Rio Wine & Spirits, (Ranjanben Patel, Managing Agent) 111 Del Rio Pike, Franklin, TN, 37064. (08/14/18 WS)
- Sponsors:** Lanaii Benne
- Attachments:** [2018 CERT Patel Ranjanben Linda .pdf](#)
24. [18-0535](#) Consideration of Ordinance 2018-13 Adoption of the 2018 International Building Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
- Sponsors:** Building and Neighborhood Services (BNS) and Chris Bridgewater
- Attachments:** [ORD 2018-13 Adopt 2018 IBC law approved 1 Jan](#)

25. [18-0536](#) Consideration of Ordinance 2018-14 Adoption of the 2018 International Residential Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-14 Adopt 2018 IRC law approved 1 Jan](#)
26. [18-0537](#) Consideration of Ordinance 2018-15 Adoption of the 2018 International Plumbing Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-15 Adopt 2018 IPC law approved 1 Jan](#)
27. [18-0538](#) Consideration of Ordinance 2018-16 Adoption of the 2018 International Mechanical Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-16 Adopt 2018 IMC.Law Approved 1 Jan](#)
28. [18-0540](#) Consideration of Ordinance 2018-18 Adoption of the 2018 International Fuel Gas Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-18 Adopt 2018 IFGC law approved 1 Jan](#)
29. [18-0541](#) Consideration of Ordinance 2018-19 Adoption of the 2017 NFPA 70 National Electrical Code. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0)
SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-19 Adopt 2017 NEC law approved 1 Jan](#)
30. [18-0543](#) Consideration of Ordinance 2018-21 Adoption of the ICC A117.1-2017 Standard for Accessible and Usable Buildings and Facilities. (08/14/18 WS, 8/28/18 BOMA First Reading 8-0) SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-21 Adopt ANSI ICC A117.1-2017 Accessible and Usable Buildings a](#)
31. [18-0544](#) Consideration of Ordinance 2018-22 Adoption of the 2018 International Energy Conservation Code (08/14/18 WS, 8/28/18 BOMA First Reading 8-0) SECOND AND FINAL READING
Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [ORD 2018-22 Adopt 2018 IECC law approved 1 Jan](#)

32. [18-0806](#) Consideration of Ordinance 2018-24 Adoption of the 2018 International Fire Code (08/14/18 WS, 8/28/18 BOMA First Reading 8-0) SECOND AND FINAL READING

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater

Attachments: [ORD 2018-24 Adopt 2018 IFC law approved 2.pdf](#)

Other Business

Adjournment

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

RESOLUTION 2018-69

**A RESOLUTION OF SUPPORT TO PRESENT THE CITY OF FRANKLIN'S HISTORY TO A FULLER
EXTENT THROUGH THE ADDITION OF HISTORIC MARKERS AND MEMORIALS THAT
COMMEMORATE THE AFRICAN AMERICAN EXPERIENCE IN FRANKLIN**

WHEREAS, the City of Franklin has a distinct history, being the site of one of the bloodiest battles of the Civil War; and

WHEREAS, the City of Franklin desires to expand the story of Franklin's shared history through the addition of accounts that present the African American experience; and

WHEREAS, presenting such accounts of Franklin's shared history provides an opportunity to more fully educate our community and visitors to our community; and

WHEREAS, presenting such accounts enhances the ability to tell a "fuller story" of Franklin's history that is largely unknown and often untaught; and

WHEREAS, there is an expressed desire to recognize this shared history through establishment of historic markers and memorials on the City Square and other areas of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

The City of Franklin is committed to telling and preserving our shared history, and shall support efforts to present Franklin's history in a fully inclusive manner. The addition of these facts shall provide an opportunity to broaden the story of Franklin's history and is done so with the ambition of unity.

Specifically, the City of Franklin shall support:

1. The establishment of additional historic markers on public property in and/or around the City Square that reflect elements of the community's history related to the experience of African Americans before, during, and after the American Civil War; and
2. Community efforts to erect a statue honoring the approximately 300 United States Colored Troops from Franklin and Williamson County who served in the Civil War.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2018.

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

RESOLUTION 2018-69

A RESOLUTION OF SUPPORT TO PRESENT THE CITY OF FRANKLIN'S HISTORY TO A FULLER EXTENT THROUGH THE ADDITION OF HISTORIC MARKERS AND MEMORIALS THAT COMMEMORATE THE AFRICAN AMERICAN EXPERIENCE IN FRANKLIN

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NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

The City of Franklin is committed to the telling and preserving our shared history, and shall support efforts to present Franklin's history in a fully inclusive manner. The addition of these facts shall provide an opportunity to broaden the story of Franklin's history and is done so with the ambition of unity.

Specifically, the City of Franklin shall support:

1. The establishment of additional historic markers on the area in and/or around the City Square that reflect elements of the community's history related to the experience of African Americans before, during, and after the American Civil War; and
2. Community efforts to erect a statue honoring the approximately 300 United States Colored Troops from Franklin and Williamson County that served in the Civil War.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Shauna Billingsley, City Attorney

1776 West Main St.
Franklin, TN. 37064
August 24, 2018

Honorable Ken Moore, Mayor of Franklin, Tennessee
Members of the Board of Aldermen

Greetings,

I have lived in Franklin, Tennessee all my life and witnessed its growth.

Franklin has had some racial problems but nothing like that experienced by the Citizens of Charlottesville, VA.. I pray that this never happens here.

After reading the proposal presented by the Committee for telling a "Fuller Story", I believe this is a way to make sure that Franklin remains the City that it is, a city that respects all its Citizens.

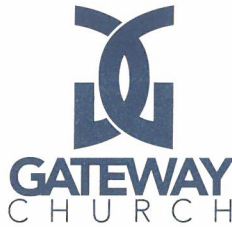
I hope that you and the Board will give this very worthwhile project its support.

Sincerely,

A handwritten signature in cursive script that reads "Mary Mills". The signature is written in dark ink and is positioned above the printed name.

(Mrs.) Mary Mills

Retired Educator & County Commissioner



Fresh Starts • Great Friends • Real Purpose

August 23, 2018

Dear Mayor Moore,

My family and I moved to Franklin from Atlanta, GA in 2006 to begin Gateway Franklin Church. Our first public service was April 1st, 2007. This is our home. This is where we raised our daughter from 3rd grade through High School. We love this city and we love this county. My wife and I have dedicated ourselves to the enrichment of the people of this area.

I was present at the last Board of Mayor & Aldermen meeting at City Hall where the “Fuller Story” was presented by Pastor Kevin Riggs and Pastor Hewitt Sawyers. My church and I are in full support of this proposal and I was very excited to see it received so favorably that evening.

This type of response represents a level of discourse yet to be introduced on a broad scale in our society. A “Fuller Story” response doesn’t demand that a person take sides in such a divisive and complicated issue regarding the memorializing of our history. It offers the alternative of telling a broader story. The story is humbling and serves to remind everyone that devaluing any person is to treat them less than a God designed person. This “Fuller Story” approach represents my church and family’s values. We stand in its full support.

Thank you for your leadership! If we can serve you or our city in any manner please receive this letter as your open invitation!

Sincerely,

Dr. Charles Weir
Lead Pastor

August 23, 2018

Franklin Board of Mayor and Alderman
City Hall
Franklin, TN 37064

To whom it may concern,

The initiative of this group of four concerned citizens, **Pastor Kevin Riggs, Pastor Chris Williamson**, historian **Eric Jacobson** and **Pastor Hewitt Sawyers** represents the need of a comprehensive task force in addressing and thwarting racial tensions in this wonderful town and country of which we all live.

I pray that the efforts of this dedicated and insightful group of preservationists are allowed to move forward with their plan in presenting the "Full Story" through markers and monument. The desire of this group to abate any racial tension by educating the public of slavery, its bitter memories and struggles for freedom, highlights survival and perseverance.

Regarding the request for a marker concerning the Franklin Riot of 1867: A summarized report on this incident was given to Major General O. O. Howard by General W. F. Carlin concerning the mob and bloodshed. To understand the true core of that summary and sentiment of those in charge of fair justice, I share with you only a few selected excerpts from that summary:

"The affray between the Colored Loyal League on the one part and a body of conservatives composed principally of ex- rebels and Negroes in the order.

"There was nothing in the conduct of the League or any member of it to justify the murderous assault on it. There is no doubt that some of the banners borne in the procession were in bad taste. For example, one was ... "Remember Fort Pillow when you go to the polls", and another "The Radicals build school houses, the Conservatives burn them. These inscriptions were doubtless the work of some of their white friends,"

"It is worthy to remark that of the 27 colored men whose wounds were dressed by Dr. Cliffe of Franklin, were all wounded in the back or in the

back front of the limbs, showing clearly that they were fired upon from the rear and flank by the Conservative Party while marching in procession or after they had broken ranks and were running away from the conservatives.”

“The courts of Williamson County have heretofore been noted for their impartial administration of justice where colored people were concerned. It is perfectly safe in this case to have the whole matter of the Franklin affray to the action of the Circuit Court of Williamson County, believing that the Judge and District Attorney will do all that should be done to bring the guilty to justice.”

In regard to the request for markers concerning Reconstruction and Jim

Crow era: I will attempt to address only the “Jim Crow” aspect at this time. The state-enforced segregation in all areas of public life created separate but unequal “Jim Crow” laws. Those unjust laws never lived up to being completely equal to all humanity.

I personally experienced segregated schools, transportation, eating establishments to name a few of those past injustices, in Franklin. And yet I embrace my city and the way it has grown in trust and understanding of the rights, liberty and pursuit of happiness for all of citizens.

My own childhood remembrance of catching the train with my Mother a few times here at the Franklin Depot bound for Louisville, Kentucky, are good ones. I remember the train car always seated black people, but I knew that as a way of life back then. I grew older and became aware of the differences and un-justices. My memories of younger days carry me back to: riding in the rear of the Franklin Interurban Bus line, separate waiting rooms in doctors’ offices, rear door carry-out services at eating establishments, “window service only” at ice cream cafes, balcony seating arrangement at the Franklin Theater, with no rest room facility for “colored” people, and signs that said “whites only” and others saying “colored only” as pertaining to public water fountains and countless supposedly separate but equal locations.

I will not attempt to go any further with the entire plans that these gentlemen have detailed. I can only say that when I read what they were attempting to do I knew that they had my blessings. The four gentlemen in question are all community activists and persons whom I’m acquainted with: **Pastor Kevin Riggs, Pastor Chris Williamson, historian Eric Jacobson and Pastor Hewitt Sawyers.** In

regards to these gentlemen's insightfulness of quelling future racial tension:
"...There are some people who would watch what happens or unfolds and do nothing. And then there are some people who wonder what happens and they too do nothing. But thankfully there are people who make things happen by doing something."

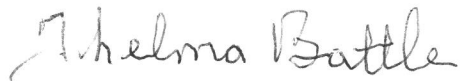
I will now quote to you messages from my previously written materials as I close my letter of recommendation:

"It is up to those of us who are preservationists, historians and believers in the equality of the heritage movement to diligently work toward the point that the history of all races and cultures that make up the Williamson County, Tennessee population are represented generously through future history books and neighborhood recognition (markers, street signs and buildings)."

My personal desire to endorse this group of concerned citizens grows from an unrelenting effort of embracing my community through historical preservation as an African American woman. Enclosed is a copy of that first feeble attempt ... a local newspaper article written by yours truly well over 40 (forty) years ago.

Truly the bitter memories of slavery and struggles for freedom also brings attention to survival and perseverance of forgotten heroes ... African American men and women, never truly recognized, but whom fought many battles. Many of those battles were not battlefields of the Civil War, but of everyday living with slavery and its legacy.

Yours truly,

A handwritten signature in cursive script that reads "Thelma Battle". The ink is dark and the handwriting is fluid, with the first letter 'T' being particularly large and stylized.

Thelma Battle, historian

Life & Times

By Thelma Truett Battle

This week's topic: The Old Franklin Training School Building on Natchez Street.

Looking at this ravaged building whose insides are said to reek of human excretions, one wonders at what length persons will continue to go to demoralize this structure.

The so-called hate of the building itself, rumored by many young people, is in truth unjustifiable ignorance. The fact is that many of those responsible for the mutilation of the building were far too young to actually have been students in the structure during the days of segregated schools.

Striking physical blows to that old building in order to regain crushed prides of lesser times by blacks cannot undo what has already taken place there. Only by the young people literally taking advantage of the education now offered can any real blow be struck.

Had the guilty ones taken the same amount of time wasted in destroying the building and used it constructively, speaking out to preserve this community landmark, hundreds of people could have benefited.

I REMEMBER times before integration when the courses offered in that old building were not the best, and supplies were always short and sometimes secondhand. But it was all we had to work with and many did their best. Often it was referred to by fellow students as "the prison," but then I think of a well remembered verse: "Stone walls do not a prison make or iron bars a cage."

Had it not been for likes of Henry L. Hardison, the late professor T.J. Myers, Mr. and Mrs. J.R. Watkins and Mrs. Elise Parrish, to name a few, black teachers who material-wise had little to work with, but spiritually, so



much to work for, many blacks would have been under-educated. They were teachers who did not let bitterness stand in the way of reaching out and trying to touch us black students and steer us in the right direction.

Many of us came from leaky homes, cold in the winter, hot in the summer; but did we not strive for better conditions? Forced to face these same conditions in that old school building, we all strived for better conditions and they finally came. Maybe not in the way that many had hoped for, but today the Williamson County school system is one of the best.

With the best of courses being offered to all students—black and whites—somehow I know students will always benefit from schooling, no matter where, as long as there still remain dedicated teachers and the will to learn.

For everyone of those broken windows and torn hinges, somewhere stands black citizens who did indeed benefit from what was learned within those walls—good or bad. They are citizens who no longer brandish contempt for education as it was then, but gratitude for what it is now, and determination to see that it stays that

A PETITION IN FAVOR OF A "FULLER STORY"

WE, THE RESIDENTS OF FRANKLIN AND WILLIAMSON COUNTY, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE "FULLER STORY" AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
Roderick Lynch	2723 McLemore Way Franklin TN	615-599-2617	Roderick Lynch
Vincent Macaneli	1010 Gadwall Lane Spring Hill	615-482-3728	Vincent Macaneli
Patricia Altamp	7003 Grackle Ct, Spring Hill	931-451-7178	Patricia Altamp
Dorothy K. Baranek	1010 Gadwall Lane Spring Hill	615-482-3728	Dorothy K. Baranek
Debra Barnes	2244 Oak Branch Circle Franklin	615-591-6581	Debra Barnes
Donna Longmire	100 Valley Ridge Rd Franklin	615-513-3881	Donna Longmire
Charlotte Holt	601 Boyd Mill Ave N5 Frankl	615-790-0130	Charlotte Holt
Emma Booker	202 Maple Drive	615-790-2488	Emma Booker
ANNA Hunter	300 Sycamore Dr Franklin	615-465-6889	Anna Hunter
Minnie McKinney	208 Fairview St Franklin	615-812-3188	Minnie McKinney
Charles McKinney	208 Fairview St Franklin	615-812-3199	Charles McKinney
Bruce Hickerson	22 Walnut Drive	615-342-9041	Bruce Hickerson
Dennis Kiser	1019 Williford Ct Spring Hill TN 37174	615-591-7311	Dennis Kiser
Debra Favors	1056 Huntsman Circle, Fr. 37014	615-509-7579	Debra Favors
Ethel SCRUGGS	145 Spring Street Franklin Tenn	615-472-1560	Ethel M. Scruggs
Arlene Bronson	2610 Meyers Lane Spring Hill TN	615-791-6477	Arlene Bronson
Annie Sammons	211 Dover Place Franklin TN 37067	615-477-9472	Annie Sammons
Robert McCreary	4203 Columbus Pike Franklin TN 37068	615-591-0695	Robert McCreary
Melvin Scales	101 ARSENAL DR. Franklin TN 3706	615-485-9081	Melvin Scales
Edgar HARPS	7003 Grackle Ct Spring Hill TN	931-457-7678	Edgar Harps
Peggy Hayes	139 Natchez Street	721-8518	Peggy Hayes
Annie Hodge	806 Liberty Pike Franklin, TN 37068	615-794-3180	Annie Hodge

A PETITION IN FAVOR OF A "FULLER STORY"

WE, THE RESIDENTS OF FRANKLIN AND WILLIAMSON COUNTY, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE "FULLER STORY" AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
Bernard Jones	321 Cherry dr. Franklin, TN	615-591-9736	Bernard Jones
Vanessa Jones	321 Cherry dr. Franklin, TN	" "	Vanessa Jones
Carolyn Marade	111 Valor Court Franklin TN	615-668-6300	Carolyn Marade
Charles Fitzgerald	1338 COLEMAN Rd. Franklin TN	615-790-0663	Charles Fitzgerald
Sandra Yo			
Erica Cannon	350 Natchez St Franklin, TN	615-715-4722	Erica Cannon
Annette Graydy	P.O. Box 1102 City 37065	615-591-5211	Annette Graydy
Angela Knox	431 Valley View Drive 37064	615-202-2299	Angela Knox
Cariss Lynch	2723 Mulmore Way 37064	615-599-2017	Cariss Lynch
Cleon Hobbs	112 Cadet Ln	615-578-9477	Cleon Hobbs
Harvey Scruggs	601 Boyd Mill Avenue Apt. N-5	615-485-8827	Harvey Scruggs
Tanya Hixson	Woodchuck road PI	(615) 516-9411	Tanya Hixson
Terlene Bronson	2616 Meyers Lane Spring Hill TN	615-791-6410	Terlene Bronson
Nellie Robinson	1004 Short Ct Franklin TN 37064	615-582-5799	Nellie Robinson
Mary Adkins	4290 Owl Hollow Rd 37064	615-418-9445	Mary Adkins
Diana Jones	229 Cherry Dr Franklin TN	615-232-7716	Diana Jones
Henry Bookert	Franklin TN 37064	615-578-2163	Henry Bookert
D. C. Chalk	254 Natchez Apt B	615-701-4631	D. C. Chalk
Sue Lane	148 Stahl St 37064	615-794-5399	Sue Lane
Martha Brown	118 Flintlock Dr Franklin 37064	615-790-1851	Martha Brown
Deborah McHugh	4203 Columbia Pike 37064	615-510-6951	Deborah McHugh
James Caruthers	8428 Horton Highway 37046	615-751-7107	James Caruthers

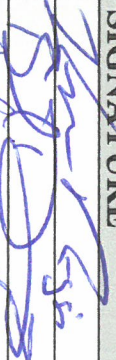
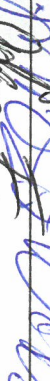
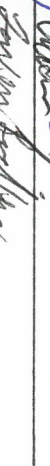
A PETITION IN FAVOR OF A "FULLER STORY"

WE, THE RESIDENTS OF THE NATCHEZ COMMUNITY, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE "FULLER STORY" AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
David Melmore	1002 Short Court - Franklin	629-202-338	David Melmore
Elizabeth	410 Natchez St Apt I - Franklin	615-551-1573	Elizabeth
Betha Morris	3225 Creechwood Dr. Apt. 1007 Nashville	615-583-3484	Betha Morris
Cara A. Lane	1002 Sweet Ct. - Franklin	615-584-8178	Cara A. Lane
Montana Pettit	1010 Short Ct - Franklin, TN	615-403-585	Montana Pettit
Thomas W. O'Sa	1117 Natchez - Franklin, TN (931) 334-6808	615-484-2301	Thomas W. O'Sa
Michelle Buchanan	254 Natchez - Franklin, TN	615-484-2301	Michelle Buchanan
Michelle Buchanan	1003 Short Court - Franklin, TN	615-484-2301	Michelle Buchanan
Sandra Hope	1006 Short Court - Franklin, TN	615-364-5706	Sandra Hope
Nicole West	1449 Cherokee Pl. Franklin, TN	615-716-7461	Nicole West
Michael Patton	1002 Short Ct - Franklin, TN	615-587-1129	Michael Patton
Jeffrey D. Leach	957 Green St. Franklin, TN	615-583-7100	Jeffrey D. Leach
Joe Crawford	1801 Westmore St	615-600-8918	Joe Crawford
Tandy Stearns	169 Spring Street		Tandy Stearns
Harry Waller	1012 Spring Street	615-614-3564	Harry Waller
Marie Roberts	224-B Natchez Street	615-584-6821	Marie Roberts
William Thompson	236 Natchez St	615-400-6800	William Thompson
Nicole Waters	308 Bathmont St	615-542-4880	Nicole Waters
Lanika Young	1320 West Faulkner St	615-573-8501	Lanika Young
Eric Dixon	398 Bethlehem St	615-568-6582	Eric Dixon
Mary Forrest	501 Irish St	615-568-6582	Mary Forrest
Kevin Roberts	118 Wildwood Dr	615-203-1724	Kevin Roberts

A PETITION IN FAVOR OF A "FULLER STORY"

WE, THE RESIDENTS OF FRANKLIN AND WILLIAMSON COUNTY, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE "FULLER STORY" AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
Kevin Riggs	200 Oakes Cove, Franklin, TN 37064	615-440-7553	
BRAD DAVIS	1445 BERN DRIVE, FRANKLIN, TN 37214	615-423-4972	
JOHN MURPHY	354 - 9th AVE NORTH FRANKLIN, TN 37064	615-586-8384	
SHARLA DUBBINS	911 REBEL CIRCLE FRANKLIN, TN 37064	615-545-0793	
MARY RAWLINS	158 BIRCHWOOD CIRCLE FRANKLIN, TN 37064	615-638-8775	
Luis Sura	1101 Downs Blvd Franklin TN 37064	615 424-6045	
Thomas Jordan	1020 Brink Pl. Franklin TN 37064	615 538 5806	
Cindy Oakes	2816 Faith Ln Spring Hill TN 37174	615-476-3522	
Priscilla Davis	3213 Spring Sofia Way Spring Hill TN		
Paula Miller	1504 Brookwood Way Franklin	615-753-7684	
Leslie Jordan	1626 Brink Pl. Franklin TN 37064	423-914-1318	
Andrew Hollifield	7705 Wiggins Drive Madison Station TN 37179	615-293-1207	
Gayle Vunson	616 W. Grand Ave Franklin TN 37064	615-517-0580	
Doreen Richards	932 Jefferson St Franklin TN 37064	615-506-4463	
Robert Fleming	254 Matchez St Franklin TN	615-589-1869	
Diannae McLeod	254 Matchez St. Franklin, TN.	415-375-6323	
JOAN MICHAEL BLANCKE	254 MATCHEZ ST. FRANKLIN, TN 37064	615-310-2476	
Adam Fekete	1140 Park Street	615-757-7454	
Tavern Bradley	254 MATCHEZ STREET FRANKLIN, Tenn 37064	615-430-9682	
Ronald Turner	254 MATCHEZ STREET FRANKLIN, TN 37064	615-497-7741	
Jonathan Staley	154 MATCHEZ ST. Franklin, TN 37064		
Larry Eley	3000 LEWISPORT DR. APT 309 Franklin 37064	615-351-0986	

WE, THE RESIDENTS OF FRANKLIN AND WILLIAMSON COUNTY, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE **"FULLER STORY"** AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
Ethel Peters	198 Cranbury Apt 311	6015-5943162	Ethel Peters
Sharon Kocourt	142 Cranbury Apt 213	310-997-8162	Sharon Kocourt
Alice Bruchman	198 Cranbury Apt 303	601-5734-4425	Alice Bruchman
Ella M. Gustis	198 Cranbury St - Apt 196	601-5734-4425	Ella M. Gustis
Andy Watson	3106 Bishop's Way Franklin 37064	615-485-6755	Andy Watson
Murray Steinhilber	801 Del Rio Pike Apt 14 Franklin 37044	615-685-9776	Murray Steinhilber
Sabrina Ragsdale	Edgeland Blvd. lot 23		Sabrina Ragsdale
William Jones			
Howard Haynes			
20592 Robinson			
Andre Williams	210 Natcher St Franklin TN 37064		Andre Williams
Peter Sullivan	169 Lancaster Dr Franklin 37064	615-541-3712	Peter Sullivan
Elaine Kowal	501 Iris Place	931-650-3831	Elaine Kowal
Peggy A Dunham	1234 Carvers St		Peggy A Dunham
Lorraine Dunlap	311 Hatcher Street	615-483-9474	Lorraine Dunlap
Sennie Davis	115 Thompson Aly Apt 2	615-596-9944	Sennie Davis
Johnny Warner	410 Nathan		Johnny Warner
	401 Chapman		

THE

WE, THE RESIDENTS OF THE FRANKLIN WILKINSON CD, ARE IN COMPLETE AGREEMENT AND SUPPORT OF THE "**FULLER STORY**" AS PRESENTED TO THE MAYOR AND BOARD OF ALDERMAN BY PASTORS HEWITT SAWYERS, CHRIS WILLIAMSON, KEVIN RIGGS, AND HISTORIAN ERIC JACOBSON. FURTHERMORE, WE ENCOURAGE OUR CITY LEADERS TO SUPPORT THE IDEA.

NAME (printed)	ADDRESS	TELEPHONE	SIGNATURE
Angelina Wilson	216 Walnut Dr	615-964-0382	Angelina Wilson
Gregg Johnson	2124 Green St	615-367-1838	Gregg Johnson
Lonley Pope	128 Cadet Ln.	615-391-8585	Lonley Pope
Samuel Peterson	118 Cadet Ln.		Samuel Peterson
Cynthia Petersen	106 Daniels Dr	(615) 686-0882	Cynthia Petersen
Mary Ann Murray	1129 Park St		Mary Ann Murray
Dorothy Petersen	110 Struggs Ave		Dorothy Petersen
Katherine Black	914 Black St.	615-512-0031	Katherine Black
Eugenia McLaughlin	410 Alabaster St.	615-485-5121	Eugenia McLaughlin
Samuel Shupe	801 Del Pike Ln	615-246-1770	Samuel Shupe
Linell Alexander	1406 Breckwood Av	615-740-3478	Linell Alexander
Quinn McFarlane	230 Cedar Drive	615-794-0377	Quinn McFarlane
Dawn Hays	100 North Street	615-719-5671	Dawn Hays

[illegible]

A FULLER STORY

PURPOSE: *To increase unity in our city by providing a more complete telling of our Civil War history.*

United States Colored Troops:

Around 300 Williamson County residents, who were either freed slaves or escaped slaves, served in the Union Army during the Civil War. Their story is just now being told. Their story needs to be heard.

1867 Riot: On July 6, 1867, after a delayed July 4th parade and political speeches, a race riot broke out on the square injuring several people and killing one person.



Courthouse & Market House:

Throughout the 1800s, a “market house” stood close to the courthouse.” For nearly 50 years, human beings were sold and traded at this “market house.” This slave market included the sale of women and children.

Reconstruction & Jim Crow: Following the Civil War the 13th, 14th, and 15th Amendments were passed and ratified. In 1877 Reconstruction ended and the Jim Crow Era soon began. It was during this time that separate restrooms and separate water fountains were in Franklin.

The ultimate goal of a “Fuller Story” is to erect a statue of a USCT Soldier.
The goal is for this soldier to be placed inside the City Limits.
The exact location has yet to be determined.

Why a “Fuller Story”

After the tragic events in Charlottesville, VA last August, conversations started happening in Franklin about how our city would (or would not) react if something similar happened here. In a lot of ways our city is like Charlottesville. These discussions led to the thought that it would be better to be “*actionary*” instead of “*reactionary*.” The result of these conversations led to the idea that instead of taking down historical markers, what if we added to them and told a “*fuller story*.” Further, it was believed that the CHURCH in Franklin should lead this effort.

Over the course of this past year we have initiated further dialogue between...

- ...pastors and church leaders.
- ...the historical community in Franklin and Williamson County.
- ...the city administrator, city mayor and county mayor.
- ...the downtown business community.
- ...and a host of individuals.

Timeline

Phase 1 (four historical markers around the downtown square) – A dedication of these markers on Monday, January 14, 2019 during the CHURCHES’ annual Martin Luther King Day Celebration. The four markers are:

- United States Colored Troops
- 1867 Downtown Riot
- Courthouse and Market House
- Reconstruction and Jim Crow

Phase 2 – Erect a statue of a United States Colored Troop soldier at a yet to be determined location inside the city limits of Franklin. A dedication of this statue on Monday, January 13, 2020 during the CHURCHES’ annual Martin Luther King Day Celebration.

- _____ Present “Fuller Story” at BOMA Workshop on Tuesday, August 14, 2018.
- _____ Present “Fuller Story” to County Commissioners on Monday, September 10, 2018.
- _____ Announce fundraiser for the USCT statue September / October 2018.
- _____ A fall “revival” with the CHURCHES in Franklin / Williamson County.

The Ask

We are asking you, the city leaders, to lend your support behind our efforts and to help us with the locations of the markers and the statue. We are not asking the city for any money. All funds will be raised through private donations.

Williamson County Courthouse and Market House

A two-story brick courthouse was constructed where you are standing in about 1809. A building called the “market house,” where farmers and vendors sold their produce and wares, stood “in close proximity” to the courthouse. For nearly half a century human beings were also sold and traded within the market house’s walls, as well as on the courthouse steps and elsewhere in the square. The local newspaper often carried advertisements for the “Sale of Slaves,” and men, women and children were sometimes sold to pay the debts of a deceased owner. Families were often ripped apart. In 1854, for example, a 25-year old woman named Mary and her children Daniel, Pryor, Ann, and an infant child were sold here.

James F. Carter purchased slaves at the market house. Carter, the son of Fountain Branch Carter, bought John and Patsy Bostic in 1854 and took them to Mississippi where he lived for several years. He moved back to Franklin and died in 1859. The Bostics probably were sent to Carter’s father’s farm just outside town that the Battle of Franklin enveloped on November 30, 1864. John and Patsy Bostic and their children were residing in Franklin as free people in 1870.

The courthouse that stood here was torn down early in December 1855 to make way for the new courthouse, which stands today on the south side of the square. Soon after the old courthouse was demolished, the market house was likewise torn down. However, the buying and selling of people continued on the new courthouse steps and in the square through the outbreak of the Civil War.

United States Colored Troops (USCT)

During the Civil War, on May 22, 1863, the U.S. War Department created the Bureau of Colored Troops. Over the next two years, nearly 180,000 ~~more than 175,000~~ African American men enlisted and served in segregated U.S. Army regiments under white officers. USCT units served in all Army branches, including infantry, artillery, cavalry, and engineers. More than 2,700 died in combat.

Commented [WL1]: 179,000 is the most recent number I have seen. If my memory serves me, there were at least 80 commissioned officers. I talk quite a bit about one, Maj. Alexander T. Augusta, in my Civil War classes.

USCTs fought at Fort Pillow and Johnsonville in Tennessee, the Battle of the Crater in Virginia, and at Brice's Crossroads in Mississippi, among other battles. At least 300 Williamson County men enlisted, as did many from neighboring Maury County. Perhaps as many as half of Williamson County's USCTs participated in the Battle of Nashville on December 15–16, 1864, when eight USCT regiments were engaged. On December 16, 1864, the 12th, 13th, and 100th USCT together lost 80 killed and 388 wounded.

Several of the casualties were from Williamson County. Pvt. Asbury DeGraffenried, Co. K, 12th USCT, was mortally wounded and died on December 20, 1864. Pvt. Horace Winston, Co. F, 13th USCT, was also mortally wounded and died on January 6, 1865. Pvt. William Redman, Co. I, 13th USCT, was killed in action. Pvt. Freeman Carothers, Co. K, 12th USCT, was among those who survived the fight. After his discharge, he took a new last name and lived as Freeman Thomas until his death in 1936. He is buried nearby at Toussaint L'Overture Cemetery.

Col. Thomas Jefferson Morgan, who commanded a USCT brigade at Nashville, later wrote, "I cannot close this paper without expressing the conviction that history has not yet done justice to the share borne by colored soldiers in the war for the Union."

The Franklin Riot of 1867

Numerous armed clashes occurred among various political groups and the white and black populations after the American Civil War. In May 1866, a riot in Memphis killed about fifty. At the end of July 1866, a widespread riot engulfed New Orleans. When it ended almost 240 were dead, including more than 200 African American U.S. Army veterans. Fortunately, Franklin did not experience such levels of violence, but on July 6, 1867, an incident unfolded that reflected the boiling tensions in the post-war South.

On that day, several Republican candidates, often called Radicals, made speeches in the courthouse here without incident. Later, Joe Williams, an African American aligned with the Democrats, or Conservatives, gave a speech there after making one earlier at Spring Hill. Some Radicals became upset and attempted to leave the gathering, but Conservatives accosted them. John L. House, a former Confederate officer, struck J. C. Bliss, a white merchant aligned with the Radicals. Members of the Colored League (African American Republicans) also were present, and tempers flared.

The Colored Leaguer members were persuaded to leave the square, but not without firing a few shots into the air. During the late afternoon the tension increased, as did the number of weapons in the hands of the Colored League. Meanwhile, Conservatives gathered in and around the public square and near John House's store.

Just after 8 P.M., the Colored League marched to the square. According to A. N. C. Williams, the Leaguers intended to lay down their arms and House had been informed. As the procession passed the Conservative crowd, however, a white Conservative fired two pistol shots into the Leaguers and both groups started shooting at each other. Michael Cody, one of the white Conservatives, was killed, while six white and several black members were wounded. Twenty-seven members of the Colored League were wounded. Most of them had been shot in the back or in the backs of their limbs.

United States soldiers were sent from Nashville the following day to maintain order and prevent further confrontations.

338 words

Reconstruction - From Slavery to Freedom

When the Civil War ended in 1865, Reconstruction began. The war saved the Union and the 13th Amendment to the U.S. Constitution ended slavery. During Reconstruction, the 14th and 15th Amendments were ratified, guaranteeing citizenship and voting rights to black men. Former slaves seized their freedoms, rebuilt their lives, and reunited with their families. In Franklin, A. N. C. Williams, Mariah Reddick, and Harvey McLemore became respected residents. McLemore built a home in the Hard Bargain community, Reddick lived downtown and worked as a midwife, and Williams owned a general store on Main Street and founded Cummins Street Church of Christ in 1877.

Reconstruction also marked the beginning of black participation in Southern political life at the state and national levels. Sampson W. Keeble, born into slavery in Rutherford County, in November 1872 became the first black Tennessean elected to the Tennessee House of Representatives. In Mississippi, Hiram Revels, a minister, filled a vacant seat in the U.S. Senate in 1870–71, while Blanche K. Bruce, a successful plantation owner, served from 1875 to 1881. There were no other black members of the U.S. Senate until 1967.

Other Reconstruction achievements included the South's first state-funded public school system for blacks and whites, black colleges and universities such as Fisk University in Nashville were founded, and the comprehensive Civil Rights Act in 1875 was passed to protect all citizens. In 1877, however, President Rutherford B. Hayes's election ended Reconstruction. The Democratic Party that had dominated the South before the war reasserted itself. In 1883, the U.S. Supreme Court ruled the Civil Rights Act unconstitutional, and the era known as Jim Crow began.



September 14, 2018

Mayor Ken Moore
Members of the Board of Mayor and Alderman
c/o Eric Stuckey, City Administrator
Franklin City Hall
238 Third Avenue South
Franklin, Tennessee 37064

Dear Mayor Moore,

On behalf of the Williamson, Inc. Board of Directors and staff, it is my pleasure to write in support of the four proposed historical markers in the City of Franklin. Our board voted unanimously to support this important project.

We believe presenting a more complete account of Franklin's shared history provide an opportunity to more fully educate our community and visitors to our community. We also believe these markers will present Franklin's history in an inclusive manner, which is incredibly important to our organization and our business community. The addition of these facts in a prominent location broaden the story of Franklin's history. We enthusiastically support the proposed project and applaud the spirit of unity underlying this effort.

Again, we are happy to support the four proposed historical markers, as we know it will help educate our residents and businesses and provide additional necessary context to complete Franklin's Civil War-era story.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt", followed by a large, stylized flourish that extends to the right.

Matt Largen
President and CEO
Williamson, Inc.



**HERITAGE
FOUNDATION**
WILLIAMSON COUNTY, TN

September 21, 2018

Dr. Ken Moore
Mayor of Franklin
Franklin, TN 37064

Re: A Fuller Story

Dear Mayor Moore:

Our board met last night and discussed resolution 2018-69 which is currently before the Board of Mayor and Alderman. The Heritage Foundation supports telling the complete story of the African American experience in Franklin and Williamson County. In fact, this is one of the key areas of the Heritage Foundation's Strategic Plan that was created several years ago. The recent purchase of the Lee Buckner School, and our commitment to its relocation and renovation, along with our support of the McLemore House, is evidence of our commitment to telling all aspects of the African American experience. Therefore, our board voted to endorse the concepts contained in the pending resolution.

We regret that we were not approached or included in the discussions over the past year regarding these markers. However, since they are of vital importance to the City of Franklin and the greater community that the Heritage Foundation serves, our board feels strongly that we should be an active participant in the discussion of the installation of the plaques. As CEO, I look forward to being at the table during these future discussions.

Sincerely,

Bari Beasley

CEO

HISTORY. PRESERVATION. COMMUNITY.



September 14, 2018

Mayor Ken Moore
Members of the Board of Mayor and Alderman
c/o Eric Stuckey, City Administrator
Franklin City Hall
238 Third Avenue South
Franklin, Tennessee 37064

Dear Mayor Moore,

On behalf of the Williamson County Convention and Visitors Bureau (WCCVB) Board of Directors and staff, I am writing in support of the four proposed historical markers in the city of Franklin.

In 2017, Williamson County welcomed a record-breaking 1.51 million visitors, bringing visitor spending to an all-time high of \$452.59 million, a 5.9 percent increase over 2016's expenditures.

One of the main drivers of visitors to our area is Franklin's rich Civil War history, and our city does a wonderful job of preserving and telling our story.

We know that these historical markers are the next needed step in telling the wider story of the Civil War and slavery in our town. These proposed markers will help to tell the complete history of the city and county, which will ultimately enrich the visitor experience and provide an even more attractive history product for the WCCVB to promote.

Again, we are happy to support the four proposed historical markers, as we know it will enhance the visitor experience and provide additional necessary context to complete Franklin's Civil War-era story.

Kind regards,

A handwritten signature in black ink, reading "Ellie Westman Chin". The signature is fluid and cursive, with a large, stylized "E" and "C".

Ellie Westman Chin
President & CEO
Williamson County Convention and Visitors Bureau



SAVE THE FRANKLIN BATTLEFIELD, INC.

PO Box 851
Franklin, TN 37065-0851
Phone: (615) 500-6612

www.franklin-stfb.org

*Dedicated to the Preservation, Protection, and Promotion of
Civil War Sites in Williamson County, Tennessee*

September 20, 2018

Franklin Board of Mayor and Aldermen
109 3rd Avenue South
Franklin, TN 37064

Dear Friends,

The Board of Directors of Save The Franklin Battlefield, Inc has passed a Motion to Endorse the City of Franklin plan to expand our shared Civil War narrative to include a "fuller story" of the African-American experience before, during and after the American Civil War.

Specifically, we endorse the BOMA **Resolution 2018-69** that supports the placement of additional historical markers on public property in and/or around the City Square, and the community efforts to erect a statue honoring the approximately 300 United States Colored Troops from Franklin and Williamson County who served in the Civil War.

We look forward to assisting the City of Franklin in every way we can to achieve these goals.

Sincerely,

Sam Huffman - Treasurer

September 25, 2018

Dr. Ken Moore
Mayor
City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064

Mayor Moore and City of Franklin Aldermen:

I am writing to express the Battlefield Preservation Commission's support of the "Fuller Story" proposal.

The Battlefield Preservation Commission approved a motion to support the efforts of Pastors Kevin Riggs, Hewitt Sawyers, and Chris Williamson and Civil War historian and Chief Executive Officer of the Battle of Franklin Trust, Eric Jacobson, to place additional historical markers at locations on the City Square, at its September 13, 2018, meeting. The Commission voted to support the conceptual themes of the proposed markers. Historical information concerning slavery, the United States Color Troops, Reconstruction, and the 1867 Race Riot is absolutely crucial to offering the public a more complete, "fuller story" of our community's history.

The Commission was established by ordinance in April 2010, as an advisory body to the BOMA and City Administration in the identification, preservation, maintenance, and recognition of sites related to all aspects of Civil War history. The Commission was created from a Battlefield Task Force that assisted the Heritage Foundation with the creation of its 2004 Battlefield Preservation Plan. The Commission has worked closely with the City to recognize and support battlefield preservation and reclamation and was honored with the Brian Pohanka Award Organization of the Year Award by the Civil War Trust (now American Battlefield Trust) in 2014.

Thank you kindly for your consideration of this significant interpretation proposal.

Sincerely,

Pam Lewis
Chair, Battlefield Preservation Commission



Ernie Bacon
Nancy Conway
Walker Entwistle
Paul Gaddis
Steve Gebhardt
Kelly Gilfillan
Robert Hicks
Laura Holder
Sam Huffman
Shanna Jackson
Eric A. Jacobson
Tom Lawrence
Tony McAlister
Mary Pearce
Clay Perry
Tom Powell
Marianne Schroer
Cullen Smith
Joe Smyth
Stuart Tutler
Gregory Wade
Deborah Warnick
Carol Van West
Sam Whitson

September 24, 2018

Board of Mayor and Aldermen
City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064

Ladies and Gentlemen,

Franklin's Charge wishes to express its support for the establishment of markers to tell a more complete story of the African American history in Franklin. To this end, the Board of Franklin's Charge passed the following resolution:

RESOLVED by the Board of Directors of Franklin's Charge that Franklin's Charge expresses its support for the placement of markers on public space in and around the Public Square in the City of Franklin, Tennessee that depict the fuller story of the history of African Americans living in Franklin and Williamson County.

RESOLVED further that this Resolution be presented to the Board of Mayor and Alderman of the City of Franklin, Tennessee.

Thank you for your consideration and support for this important project.

Onward and Upward,

Walker Entwistle
Vice-Chairman, Franklin's Charge

Mayor Moore and Aldermen,

Below is an email from Patrick McIntyre State Historical Commission Executive Director and State Preservation Officer stating his support for the "fuller story" initiative. This message was forwarded to me by Pam Lewis, chair of the City's Battlefield Preservation Commission.

Eric S. Stuckey
City Administrator - Franklin, TN

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Patrick McIntyre <Patrick.McIntyre@tn.gov>

Date: 9/24/18 3:40 PM (GMT-06:00)

To: Pam Lewis <pam.lewis@plamedia.com>

Subject: Statement on Historic Markers

Dear Board of Mayor and Aldermen for the City of Franklin:

Interpreting all aspects of history is important, and I write today in support of the initiative to place historic markers in downtown Franklin that will tell critically important stories about the United States Colored Troops, the Slave Trade, Reconstruction, and the 1867 Race Riot. I have been following this proposal closely and feel that it will add greatly to Franklin's well-deserved reputation as one of the nation's most historic communities. Thanks very much for your consideration.

Sincerely,

E. Patrick McIntyre, Jr.

Executive Director and State Historic Preservation Officer
Tennessee Historical Commission
2941 Lebanon Pike, Nashville, TN 37214
p. 615-770-1096
patrick.mcintyre@tn.gov
tnhistoricalcommission.org



September 25, 2018

Dear Mayor Moore and Board of Aldermen,

The African American Heritage Society at the September 11, 2018 Board Meeting voted unanimously to support the resolution proposed by the City of Franklin to place interpretive markers on the Franklin Square and other historic locations to tell the full story of the African American Experience before, during and after the Civil War.

Our organization looks forward to being part of this project including fundraising, sign content and sign placement.

The City's leadership in seeking to tell the whole history and complete story of our community is deeply appreciated. You are to be commended for these efforts.

Respectfully,

Alma McLeMore, President
On behalf of the Board of Directors

Cc: Eric Stuckey
Board of Aldermen

RESOLUTION 2017-43

A RESOLUTION TO SELECT THE CORRIDOR DESIGN CONCEPT FOR THE COLUMBIA AVENUE WIDENING & IMPROVEMENTS PROJECT

WHEREAS, on December 11, 2013, the Nashville Area Metropolitan Planning Organization (MPO) adopted the Transportation Improvement Program (TIP) for Fiscal Years 2014-2017, allocating \$6,000,000.00 in total funding to the Preliminary Engineering (Environmental), Design, and Right-of-Way phases of this project and reserves an additional \$15,000,000.00 in total funding for the Construction Phase; and

WHEREAS, the transportation improvements associated with the project will generally be funded with 80 percent Federal Funds and 20 percent State Funds; and

WHEREAS, on July 14, 2015, the City of Franklin Board of Mayor and Aldermen unanimously approved the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204), which formally began the Columbia Avenue Widening & Improvements Project; and

WHEREAS, the preliminary engineering/environmental phase includes preparation of a National Environmental Policy Act (NEPA) document, technical study determinations (Archaeological, Natural Resources, Noise, and Air Quality), and the development of functional level roadway concept designs, as required by the Federal Highways Administration (FHWA) and TDOT; and

WHEREAS, as part of the preliminary engineering phase, three public meetings were conducted (May 17, 2016; January 31, 2017; May 16, 2017; and August 30, 2017) to engage the corridor users, business owners, and other stakeholders to gather their input on the roadway design; and

WHEREAS, the roadway design concepts developed for Columbia Avenue generally include the following Options: Option 1— Five-Lane Concept (with Access Management) and Option 2—Roundabout Concept, as conceptual shown on Exhibit A; and

WHEREAS, roadway design concepts for Columbia Avenue Project were presented during a public meeting and special Board of Mayor and Aldermen work session on August 30, 2017.

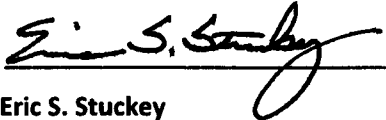
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. The Board of Mayor and Aldermen have selected Option 1 ^(one) as the preferred corridor design concept for the Columbia Ave Widening and Improvements Project as conceptually shown in Exhibit A.

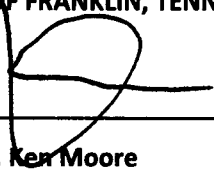
Section 2. City staff is directed to continue to work with impacted property owners and other stakeholders to further develop the preferred corridor design concept and develop recommendations on bike and pedestrian facilities, utility relocation, streetscape improvements, and transit facilities for the proposed project. These options shall be presented back to the Board of Mayor and Aldermen for a final determination prior to proceeding with the design phase of the project.

IT IS SO RESOLVED AND DONE on this 12th day of September 2017

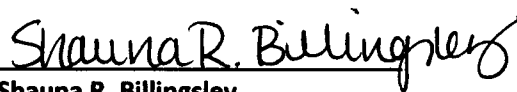
ATTEST:

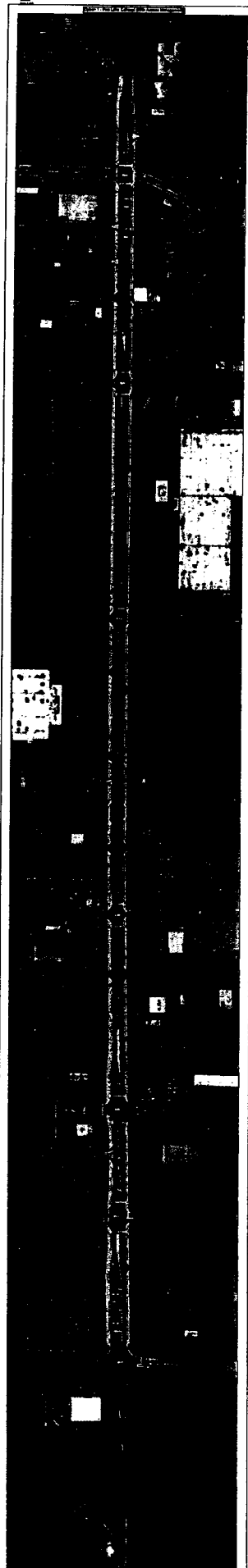
By: 
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: 
Dr. Ken Moore
Mayor

Approved as to Form:

By: 
Shauna R. Billingsley
City Attorney

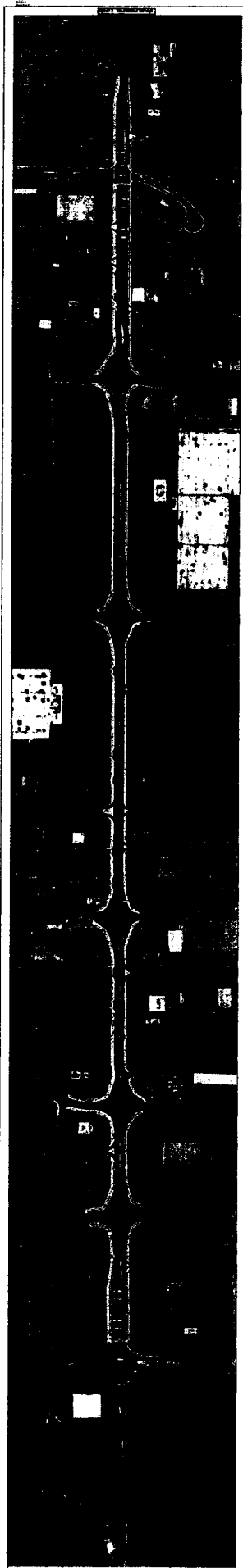


5-Lane Concept
(Access Management)

Columbia Avenue Roadway Concept
Franklin, Tennessee



BWSC



Roundabout Concept

Columbia Avenue Roadway Concept
Franklin, Tennessee

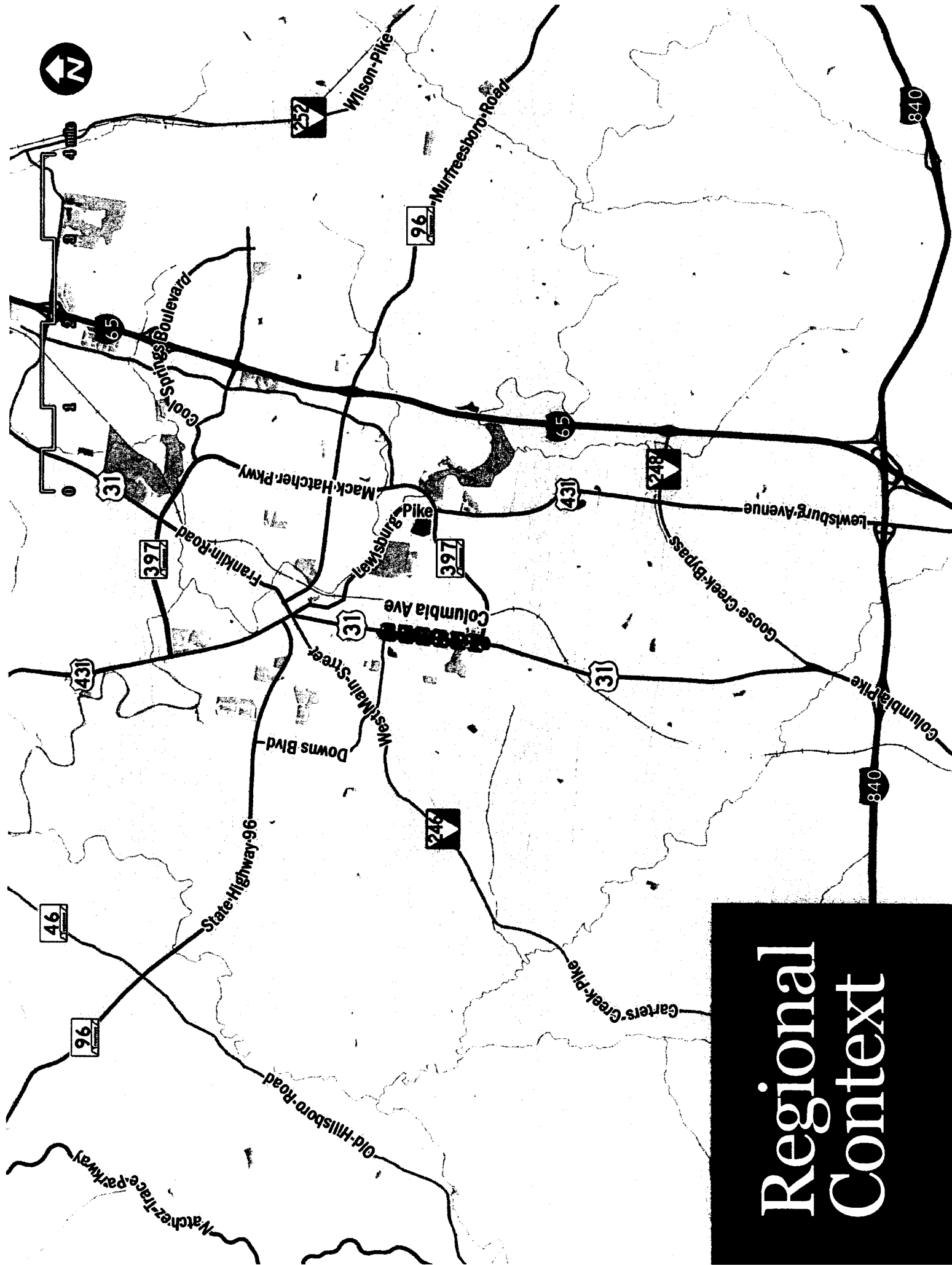


BWSC

— CITY OF FRANKLIN, TENNESSEE —

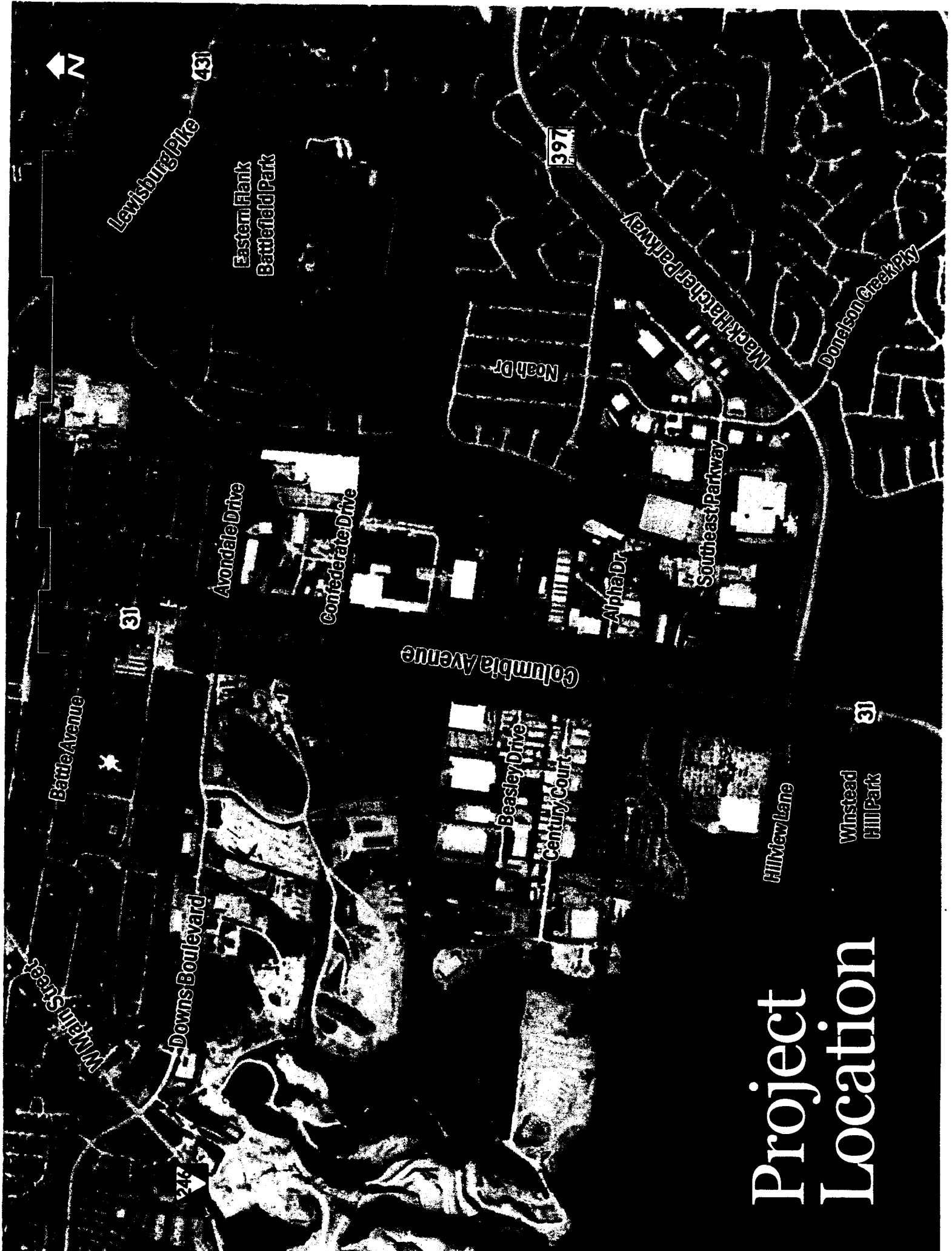
Columbia Avenue

Special BOMA Work Session | August 30, 2017



Regional Context

Project Location



May 2016

18,900

vehicles/day

DAILY
TRAFFIC



TRAFFIC
COMPOSITION

Trucks
7%

11% Peak Trucks

TRAFFIC
TYPE

Local
Trips
55%

April 2016 travel time

from Battle Avenue to
Winstead Elementary School,
in minutes.

3:10
with no traffic

5:10
average day

10:20
longest recorded

Future Growth

2016

EXISTING
CONDITIONS

based on data from City and
TDOT count stations

18,900

vehicles/day

2021

BUILD
YEAR

forecast conditions at
project completion

19,800

vehicles/day

2041

DESIGN
YEAR

improvements are designed to
accommodate 20 years of growth

25,400

vehicles/day

3

components of
comparison

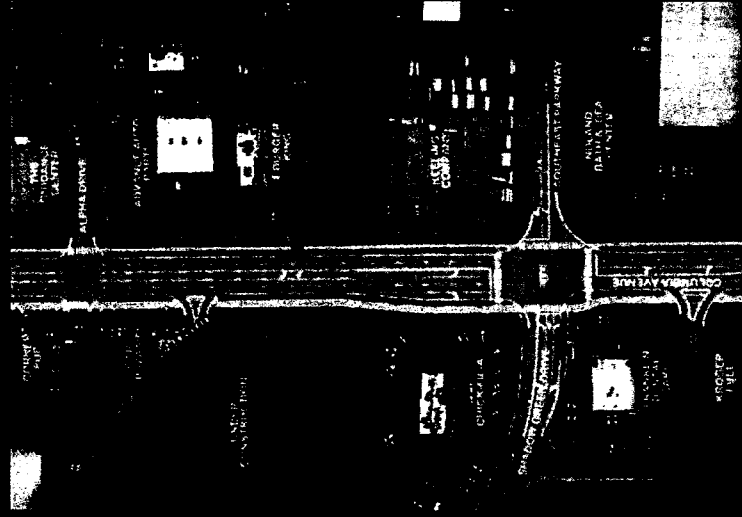
Operations

Safety

Physical
Impact

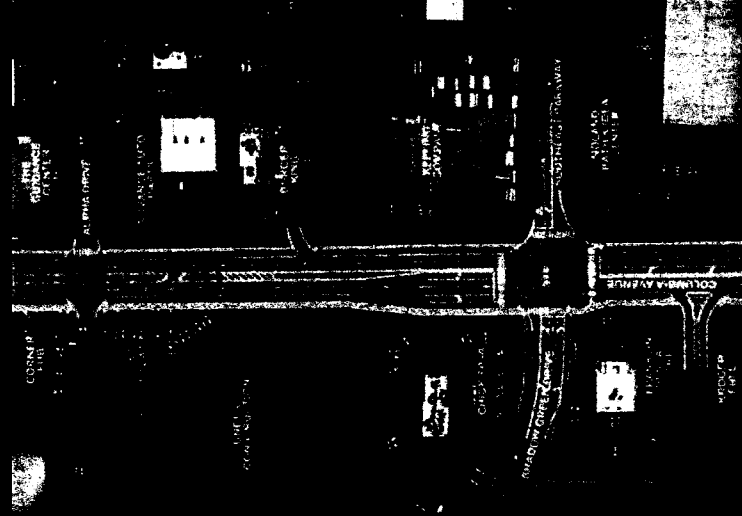
Corridor Concepts

Example: Columbia Avenue at Southeast Parkway



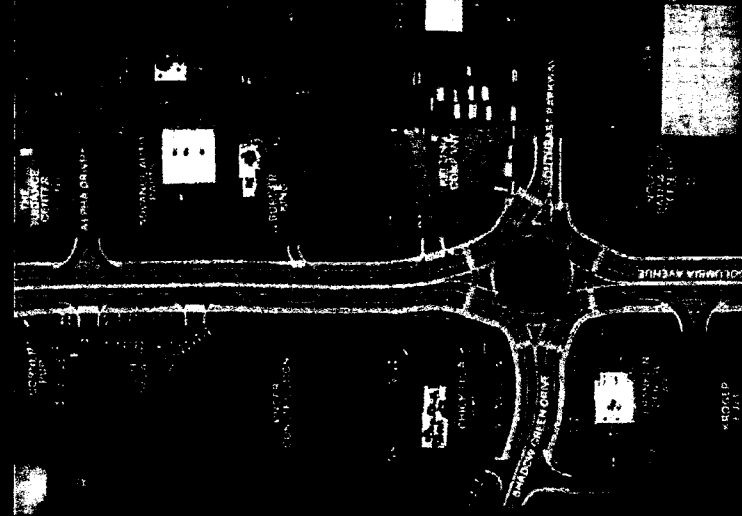
**Five-Lane
Concept**

(Traditional)



**Five-Lane
Concept**

(Access Management)



**Roundabout
Concept**

(Access Management)

Operations

Anticipated Travel Time and Average Speed, 2041 Volumes (Columbia Avenue)

No-Build Conditions	Five-Lane Concept (Traditional)	Five-Lane Concept (Access Mgmt.)	Roundabout Concept
5:50	4:30	4:40	4:30
14.5 mph	18.5 mph	18.1 mph	18.5 mph

Colors are used to illustrate conditions (20 to 40 mph)

Results are averaged and are for 2041 volumes (20 to 40 mph)
between the green and red lines only

Operations

Corridor Delay

Existing Conditions
(2016 volumes)

200 seconds

No-Build Conditions
(2041 volumes)

985 seconds

Five-Lane Concept
(Traditional)
(2041 volumes)

365 seconds

Five-Lane Concept
(Access Management)
(2041 volumes)

375 seconds

Roundabout Concept
(2041 volumes)

240 seconds

Columbia Avenue Traffic

Side Street Traffic

Operations

Delay, Level of Service (LOS), and Queue Length

Signalized Intersections		
Level of Service	Average Control Delay (seconds/vehicle)	General Description
A	≤ 10	Free Flow
B	$10 - 20$	Stable Flow
C	$20 - 35$	Stable Flow (acceptable delays)
D	$35 - 55$	Unstable Flow
E	$55 - 80$	Unstable Flow (intolerable delay)
F	> 80	Unstable Flow (intolerable delay)

Operations

Delay, Level of Service (LOS), and Queue Length

Unsignalized Intersections (i.e. All-Way Stop, Two-Way Stop, Roundabout)		
Level of Service	Average Control Delay (seconds/vehicle)	General Description
A	≤10	Free Flow
B	>10 – 15	Stable Flow (acceptable delays)
C	>15 – 25	Stable Flow (acceptable delays)
D	>25 – 35	Unstable Flow (intolerable delay)
E	>35 – 50	Unstable Flow (intolerable delay)
F	>50	Unstable Flow (intolerable delay)

NOTE: Two way stop controlled intersections are defined in terms of individual movements

Safety

Collision Data (2013–2016)

7.72
collisions/
MVM

MVM = Million Vehicle-Miles

2.76
collisions/
MVM

1.23
collisions/
MVM

0.68
collisions/
MVM

All Collisions

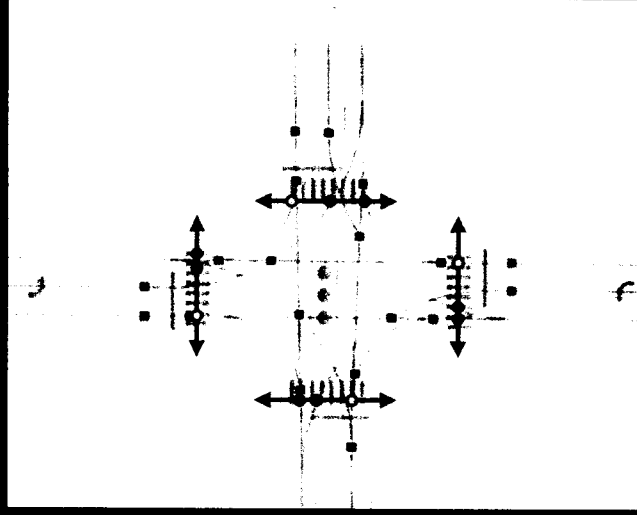
Columbia Avenue Actual Crash History

Fatal/Injury Collisions

Statewide Averages

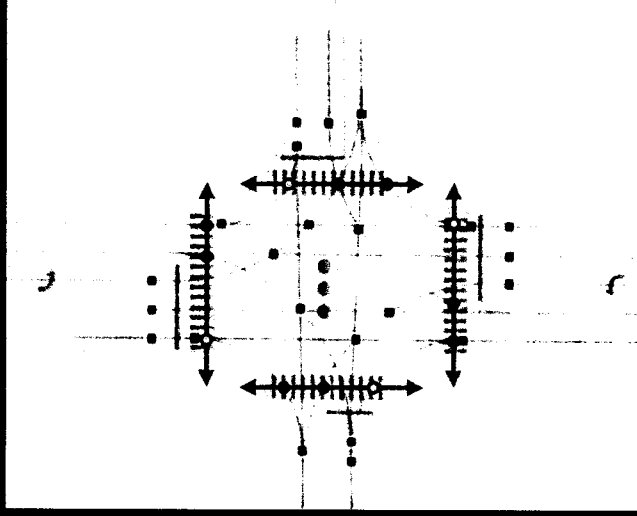
Safety

Columbia Avenue Conflict Points



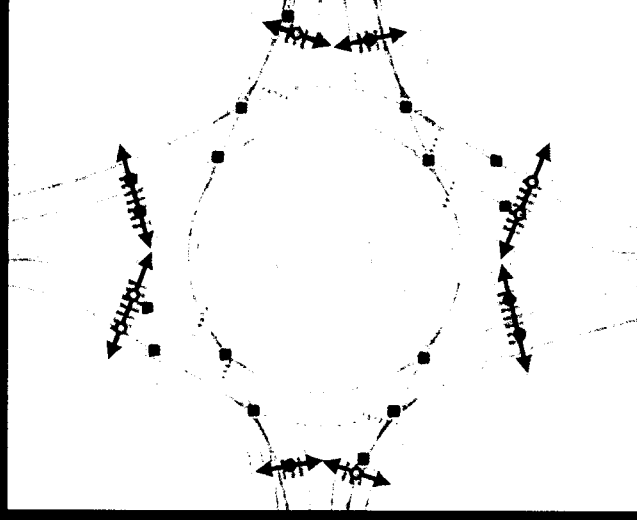
**No-Build
Conditions**

504*



Five-Lane Concepts
(Traditional) (Acc. Mgmt.)

583* 385*



**Roundabout
Concept**

258*

*NOTE: Vehicle Conflict Points

Safety

2041 Anticipated Change in Traffic Collisions

Between Intersections

+41%

+26%

-10%

No-Build:
+49% over
2016 conditions

+2%

+1%

No-Build:
+43% over
2016 conditions

-26%

No-Build Condition (2041)

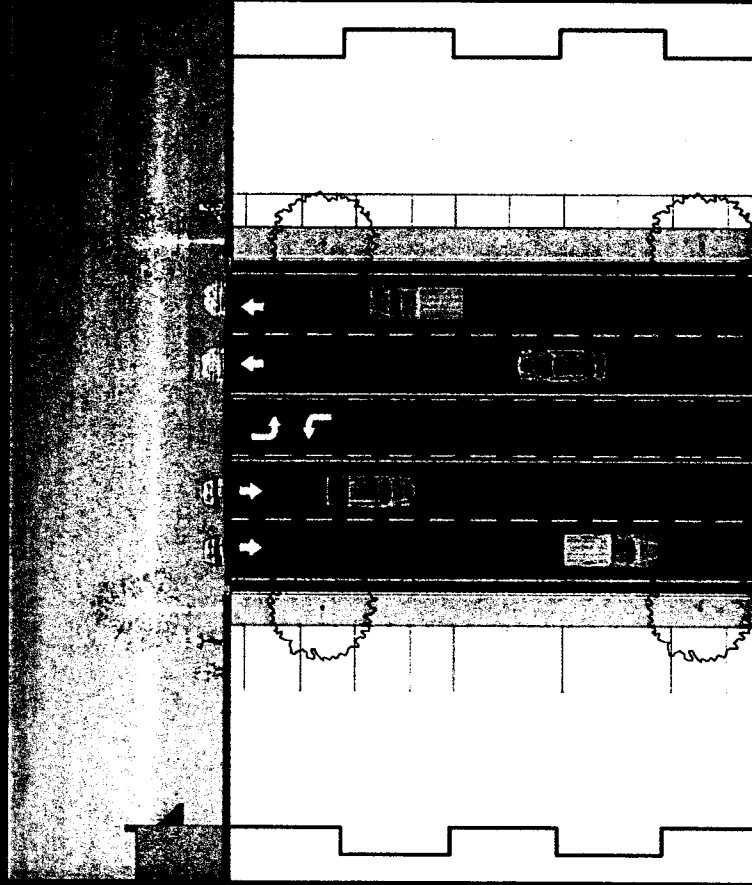
Five-Lane Concept (Traditional)

Five-Lane Concept (Access Management)

Roundabout Concept

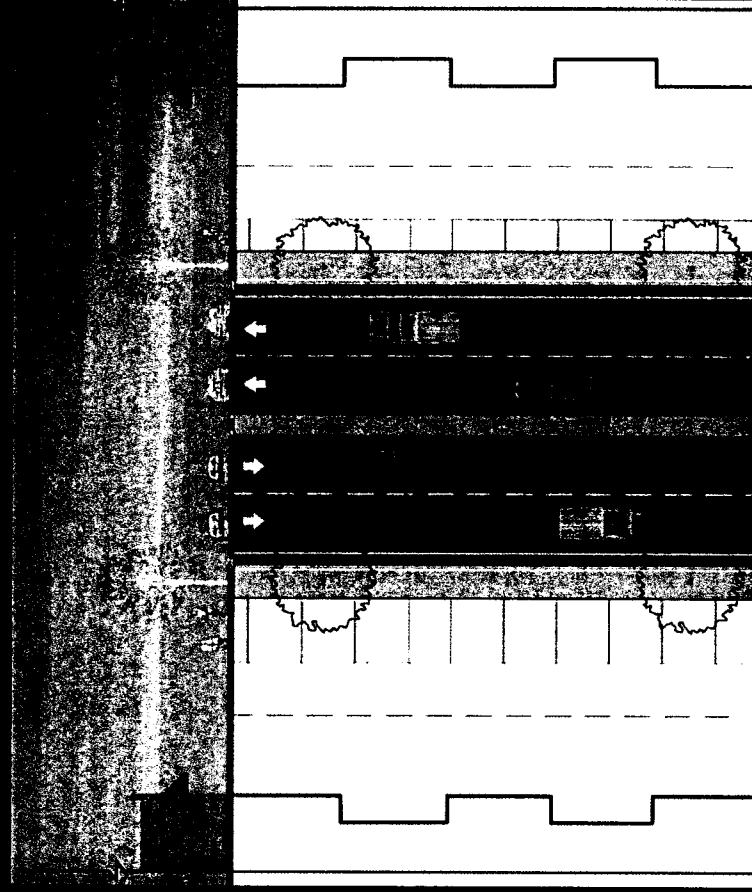
Physical Impact

Typical Sections



Five-Lane Concepts

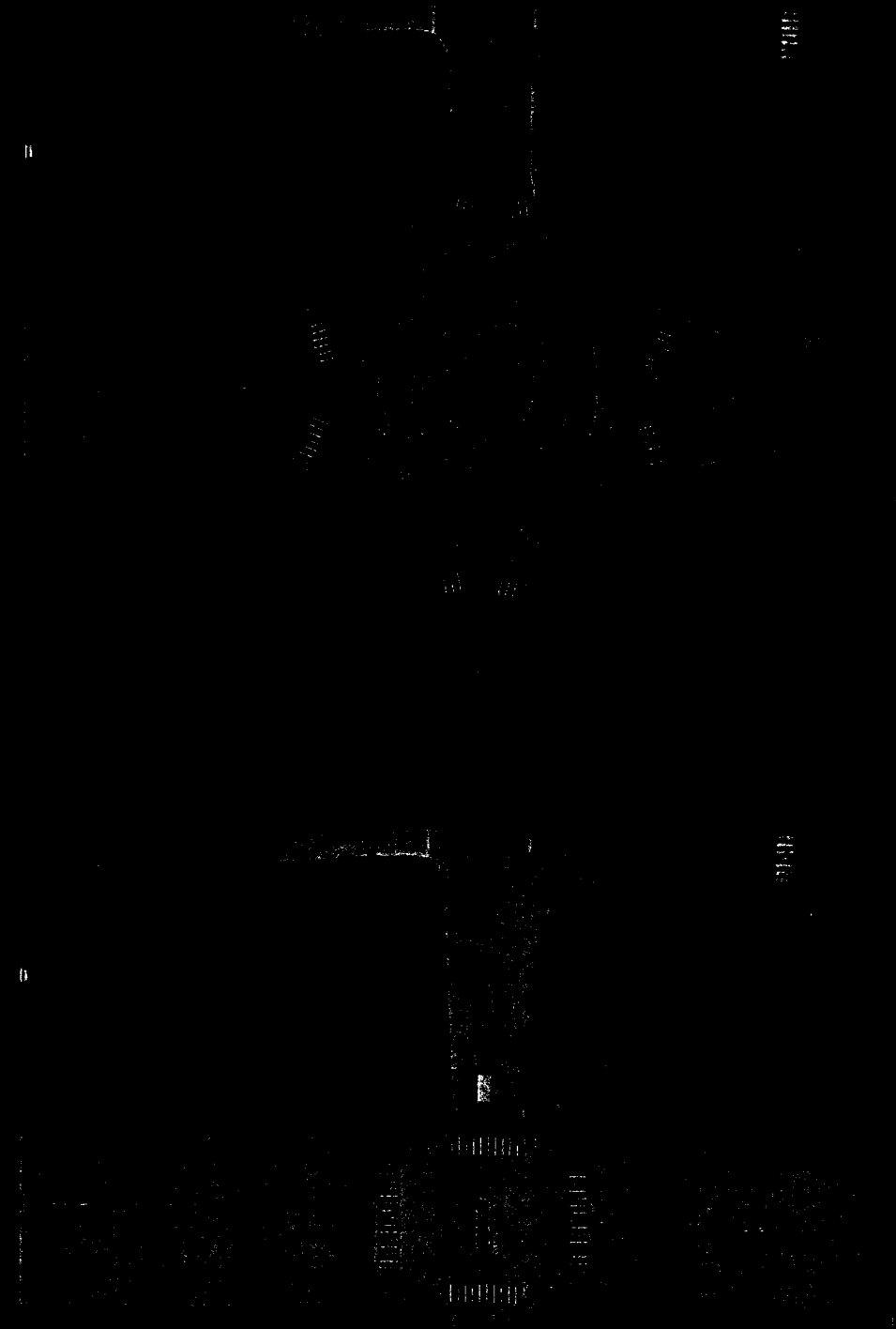
91' wide (back of walk to back of walk)



Roundabout Concept

83' wide (back of walk to back of walk)

Physical Impact



Five-Lane Concepts

Roundabout Concept

Data Summary

		No-Build Conditions (2041 volumes)	5-Lane Concept (Traditional)	5-Lane Concept (Access Mgmt.)	Roundabout Concept
Operational Performance	Through Traffic Delay			145 (sec/veh)	
	Side Street Delay		230 (sec/veh)	230 (sec/veh)	
	Average Travel Time				
Safety Performance	Between Intersections	BASELINE (+49% from 2016)			
	At Intersections	BASELINE (+43% from 2016)			
Physical Impact	Between Intersections				83' (total width)
	At Intersections		AVERAGE footprint	AVERAGE footprint	

next step

BOMA selects
preferred concept
to bring forward to
detailed design.

Level of Service (LOS) for No-Build Condition

Cross-Street	Traffic Control Device	Geometry	[AM] Peak Hour						[PM] Peak Hour						[PM] Peak Hour						[SAT] Peak Hour					
			2016 Existing			2021 Future			2016 Existing			2021 Future			2016 Existing			2021 Future			2016 Existing			2021 Future		
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 Mack Hatcher Parkway / Hillview Lane	Signal	OVERALL	27.8	C	29.3	C	40.9	D	88.6	C	94.3	C	96.5	D	49.3	D	27.8	C	30.5	C	38.0	D	38.0	D	46.2	D
		EASTBOUND (EB)	55.5	E	56.0	E	56.7	E	50.9	D	53.0	D	65.1	E	54.0	D	55.9	E	69.0	E	39.0	D	40.1	D	46.2	D
		EB Left	51.7	D	52.0	D	52.1	D	38.7	D	89.8	D	41.9	D	42.9	D	25.9	C	25.9	C	25.9	C	25.9	C	25.9	C
		EB Thru/Right	55.5	E	56.4	E	57.1	E	54.3	D	56.5	F	71.1	E	54.9	D	57.8	E	71.2	E	39.9	D	40.2	D	47.9	D
		WESTBOUND (WB)	36.7	D	37.2	D	40.1	D	34.4	C	34.8	C	31.9	C	28.0	C	29.5	C	43.8	D	43.8	D	43.8	D	21.5	C
		WB Left	42.5	D	43.0	D	44.5	D	34.4	C	34.8	C	31.9	C	28.0	C	29.5	C	43.8	D	40.1	D	39.1	D	30.8	C
		WB Thru	45.9	D	45.7	D	45.7	D	34.4	C	34.8	C	31.9	C	28.0	C	29.5	C	43.8	D	24.1	C	24.4	C	25.4	C
		WB Right	32.8	C	33.5	C	37.5	D	28.3	C	28.3	C	20.2	C	22.2	C	26.9	C	37.5	D	26.9	C	27.4	C	27.4	C
		NORTHBOUND (NB)	24.4	C	29.1	C	49.6	D	26.1	C	30.1	C	31.5	C	35.8	D	38.6	D	44.6	D	30.9	C	37.9	D	64.5	E
		NB Left	15.4	B	16.3	B	16.8	B	24.1	C	26.8	C	27.5	C	28.4	C	29.5	C	30.6	C	28.4	C	29.5	C	30.6	C
		NB Thru	29.7	C	35.6	D	63.6	E	29.5	C	34.1	C	36.5	D	40.1	D	43.8	D	51.9	D	35.9	D	44.7	D	82.9	F
		NB Right	9.3	A	10.2	A	10.2	A	16.0	B	16.0	B	16.0	B	16.0	B	17.0	B	18.0	B	17.0	B	18.0	B	19.1	B
		SOUTHBOUND (SB)	32.8	C	33.5	C	37.5	D	28.3	C	28.3	C	20.2	C	22.2	C	26.9	C	37.5	D	37.5	D	37.5	D	37.5	D
		SB Left	32.8	C	33.5	C	37.5	D	28.3	C	28.3	C	20.2	C	22.2	C	26.9	C	37.5	D	37.5	D	37.5	D	37.5	D
		SB Thru	32.8	C	33.5	C	37.5	D	28.3	C	28.3	C	20.2	C	22.2	C	26.9	C	37.5	D	37.5	D	37.5	D	37.5	D
		SB Right	32.8	C	33.5	C	37.5	D	28.3	C	28.3	C	20.2	C	22.2	C	26.9	C	37.5	D	37.5	D	37.5	D	37.5	D
2 Parkway Commons / Cemetery	Signal	OVERALL	15.3	B	17.9	B	36.6	C	14.3	B	14.3	B	14.3	B	14.3	B	14.3	B	17.2	C	17.2	C	25.1	C	25.1	C
		EASTBOUND	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E
		EB Left/Thru	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E
		EB Right	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E	58.1	E
		WESTBOUND	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E
		WB Left/Thru/Right	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E	61.7	E
		NORTHBOUND	13.3	B	15.2	B	48.9	D	13.3	B	14.6	B	22.8	C	12.7	B	14.0	B	17.3	B	9.4	A	11.4	A	11.4	A
		NB Left	12.2	B	14.3	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	8.4	A	10.6	B	16.9	B
		NB Thru/Right	11.9	B	13.9	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	8.4	A	10.6	B	16.9	B
		SOUTHBOUND	11.9	B	13.9	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	13.1	B	13.8	B	15.7	B
		SB Left	11.9	B	13.9	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	13.1	B	13.8	B	15.7	B
		SB Thru	11.9	B	13.9	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	13.1	B	13.8	B	15.7	B
		SB Right	11.9	B	13.9	B	48.8	D	11.2	B	12.5	B	20.6	C	10.4	B	12.6	B	15.2	B	13.1	B	13.8	B	15.7	B
		OVERALL	20.0	C	27.9	C	34.2	D	22.9	C	34.1	C	44.8	D	20.3	C	24.5	C	29.9	C	25.0	C	25.7	C	33.0	C
		EASTBOUND	50.1	D	59.9	E	89.6	E	54.2	E	103.1	F	130.7	F	53.0	D	55.0	D	88.4	E	38.4	D	38.4	D	45.3	D
		EB Left	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F
EB Thru	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F		
EB Right	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F		
WESTBOUND	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D		
WB Left	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D		
WB Thru/Right	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D		
NORTHBOUND	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D		
NB Left	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D		
NB Thru/Right	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D		
SOUTHBOUND	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B		
SB Left	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B		
SB Thru	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B		
SB Right	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B		
3 Southeast Parkway / Shadow Green Drive	Signal	OVERALL	20.0	C	27.9	C	34.2	D	22.9	C	34.1	C	44.8	D	20.3	C	24.5	C	29.9	C	25.0	C	25.7	C	33.0	C
		EASTBOUND	50.1	D	59.9	E	89.6	E	54.2	E	103.1	F	130.7	F	53.0	D	55.0	D	88.4	E	38.4	D	38.4	D	45.3	D
		EB Left	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F
		EB Thru	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F
		EB Right	52.9	D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F	68.2	F	107.9	F	68.2	F	107.9	F	107.9	F
		WESTBOUND	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D
		WB Left	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D
		WB Thru/Right	57.2	E	55.7	E	60.5	E	72.3	E	54.7	D	57.4	E	62.2	E	43.3	D	44.1	E	43.3	D	44.1	E	44.2	D
		NORTHBOUND	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D
		NB Left	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D
		NB Thru/Right	16.5	B	23.0	C	27.2	C	11.9	B	14.6	B	28.6	C	11.9	B	16.2	B	25.6	C	26.2	C	27.9	C	40.9	D
		SOUTHBOUND	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B
		SB Left	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B
		SB Thru	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B
		SB Right	9.9	A	14.5	B	14.7	B	14.8	B	17.0	B	15.2	B	15.2	B	14.3	B	16.9	B	22.7	C	14.3	B	16.9	B
		4 Alpha Drive	Stop	OVERALL	20.0	C	27.9	C	34.2	D	22.9	C	34.1	C	44.8	D	20.3	C	24.5	C	29.9	C	25.0	C	25.7	C
EASTBOUND	50.1			D	59.9	E	89.6	E	54.2	E	103.1	F	130.7	F	53.0	D	55.0	D	88.4	E	38.4	D	38.4	D	45.3	D
EB Left	52.9			D	64.6	F	109.5	F	56.4	F	107.9	F	139.6	F	56.4	F										

Level of Service (LOS) for Five-Lane (Traditional) Concept																		
Cross-Street	Traffic Control Device	Geometry	[AM] Peak Hour				[MD] Peak Hour				[PM] Peak Hour				[SAT] Peak Hour			
			2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design	
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
1 Mack Hatcher Parkway / Hibview Lane	Signal	OVERALL	28.3	C	23.2	C	21.8	C	22.7	C	28.1	C	30.3	C	21.6	C	22.6	C
		EASTBOUND (EB)																
		EB Left																
		EB Thru																
		EB Right																
		WESTBOUND (WB)																
		WB Left																
		WB Thru																
		WB Right																
		NORTHBOUND (NB)																
		NB Left	15.6	B	21.0	C	20.5	C	24.1	C	17.5	B	19.7	B	22.8	C	25.5	C
		NB Thru	11.8	B	13.2	B	16.1	B	18.5	B	15.2	B	18.6	B	18.7	B	21.6	C
		NB Right	19.1	B	24.5	C	22.7	C	26.8	C	19.0	B	21.7	C	25.4	C	28.4	C
		SOUTHBOUND (SB)																
		SB Left	20.5	C	24.0	C	19.8	B	20.4	C	22.5	C	36.0	D	20.5	C	23.3	C
		SB Thru	25.1	C	27.2	C	31.9	C	32.5	C	48.8	D	49.8	D	25.2	C	28.8	C
		SB Right	16.9	B	21.7	C	8.5	A	8.3	A	12.7	B	31.6	C	17.2	B	19.6	B
2 Parkway Commons / Cemetery	Signal	OVERALL	7.6	A	8.4	A	10.8	B	28.9	C	14.6	B	17.9	B	16.2	B	18.9	B
		EASTBOUND (EB)																
		EB Left																
		EB Thru/Right																
		WESTBOUND (WB)																
		WB Left/Thru/Right																
		NORTHBOUND (NB)																
		NB Left	6.4	A	7.6	A	22.1	C	24.6	C	18.2	B	21.4	C	20.8	C	23.3	C
		NB Thru/Right	54.1	D	54.7	D	36.7	D	38.4	D	36.5	D	37.2	D	32.1	C	32.6	C
		SB Left	8.1	A	4.6	A	20.5	C	23.0	C	16.2	B	19.5	B	18.9	B	22.6	C
		SB Thru/Right	29.3	C	29.8	C	10.6	B	18.7	B	6.2	A	11.1	B	6.8	A	10.5	B
		SOUTHBOUND (SB)																
		SB Left	4.0	A	4.6	A	10.5	B	16.6	B	6.1	A	11.1	B	6.8	A	10.5	B
		SB Thru/Right	14.5	B	17.6	B	26.4	C	18.2	B	14.8	B	18.2	B	14.8	B	16.2	B
		3 Southeast Parkway / Shadow Green Drive	Signal	OVERALL	27.7	C												

Delay Reduction Color Code: **Actualized Green, Time Increase**

Level of Service (LOS) for Five-Lane (Access Management) Concept

Cross-Street	Traffic Control Device	Geometry	[AM] Peak Hour				[MD] Peak Hour				[PM] Peak Hour				[SAT] Peak Hour												
			2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design										
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS									
1 Mack Hatcher Parkway / Hillview Lane	Signal	OVERALL	20.9	C	32.2	C	21.8	C	22.7	C	23.1	C	30.2	C	35.1	D	35.7	D	30.8	C	21.7	C	30.6	C	21.8	C	
		EASTBOUND (EB)																									
		EB Left																									
		EB Thru																									
		EB Right																									
		WESTBOUND (WB)							21.5	C	21.7	C	26.0	C	29.6	C	18.8	B	19.0	B							
		WB Left							25.1	C	25.2	C	31.8	C	41.3	D	21.2	C	21.2	C							
		WB Thru																									
		WB Right							18.2	B	18.4	B	22.0	C	21.4	C	15.8	B	15.9	B							
		NORTHBOUND (NB)	16.6	B	21.0	C	20.5	C	24.1	C	17.5	B	19.7	B	22.9	C	25.5	C									
		NB Left	21.8	B	23.2	B	16.1	B	18.5	B	15.2	B	18.6	B	18.7	B	21.6	C									
		NB Thru	19.1	B	24.5	C	22.7	C	26.8	C	18.0	B	21.2	C	25.4	C	28.4	C									
		NB Right	9.0	A	11.0	B	14.9	B	17.4	B	10.7	B	11.5	B	16.2	B	17.3	B									
		SOUTHBOUND (SB)	20.5	C	24.0	C	19.8	B	20.4	C	22.4	C	22.4	C	20.3	C	23.3	C									
		SB Left	25.1	C	27.2	C	32.0	C	32.5	C	48.7	D	49.8	D	24.8	C	28.9	C									
		SB Thru	16.9	B	21.6	C	6.5	A	9.3	A	12.7	B	31.6	C	17.2	B	19.6	B									
		SB Right	8.1	A	9.6	A	11.8	B	13.0	B	10.7	B	10.8	B	13.9	B	14.3	B									
2 Parkway Commons / Cemetery	Signal	OVERALL	7.8	A	8.4	A	19.3	B	23.0	C	14.4	B	17.3	B	16.2	B	18.9	B									
		EASTBOUND																									
		EB Left																									
		EB Thru/Right																									
		WESTBOUND	41.9	D	41.9	D																					
		WB Left/Thru/Right	41.9	D	41.9	D																					
		NORTHBOUND	6.4	A	7.6	A	22.1	C	24.6	C	18.2	B	24.1	C	20.8	C	23.3	C									
		NB Left	54.1	D	54.7	D	36.7	D	38.4	D	36.5	D	37.2	D	32.1	C	32.6	C									
		NB Thru/Right	3.6	A	4.9	A	20.5	C	23.0	C	16.2	B	19.5	B	19.9	B	22.6	C									
		SOUTHBOUND	4.1	A	4.6	A	10.6	B	16.7	B	6.1	A	11.1	B	6.8	A	10.5	B									
		SB Left	29.3	C	29.7	C																					
		SB Thru/Right	4.0	A	4.6	A	10.5	B	16.6	B	6.1	A	11.0	B	6.8	A	10.5	B									
		EASTBOUND	14.3	B	17.8	B	18.4	B	19.2	B	18.8	B	19.0	B	11.1	B	14.3	B									
		EB Left	21.7	C	28.7	C	30.8	C	32.3	C	29.9	C	30.1	C	26.0	C	28.3	C									
		EB Thru	29.3	C	32.6	C	37.7	C	36.0	D	32.4	C	33.5	C	27.4	C	31.2	C									
		EB Right																									
		3 Southeast Parkway / Shadow Green Drive	Signal	OVERALL	35.9	D	36.0	D	54.7	D	55.1	D	35.9	D	35.8	D	35.4	D	36.2	D							
EASTBOUND																											
EB Left																											
EB Thru																											
EB Right																											
WESTBOUND	35.9			D	36.0	D	54.7	D	55.1	D	35.9	D	35.8	D	35.4	D	36.2	D									
WB Left	39.3			C	39.3	C	29.4	C	29.6	C	30.1	C	30.2	C													
WB Thru/Right	36.2			D	36.3	D	37.0	D	37.6	D	36.6	D	37.1	D	35.9	D	36.9	D									
NORTHBOUND	7.9			A	10.8	B	9.7	A	12.4	B	17.3	B	19.0	B	9.5	A	12.4	B									
NB Left	3.8			A	4.5	A	8.2	A	22.0	C	27.8	C	45.1	D	15.8	B	29.4	C									
NB Thru/Right	8.3			A	11.5	B	9.9	A	10.9	B					8.0	A	8.6	A									
SOUTHBOUND	13.4			B	18.7	B	12.0	B	16.1	B	10.2	B	13.7	B													
SB Left	16.3			B	27.3	C	11.3	B	20.0	C	7.5	A	8.3	A	8.8	A	10.6	B									
SB Thru	13.2			B	12.9	B	14.2	B	18.4	B	11.6	B	15.7	B	14.1	B	14.6	B									
SB Right	9.9			A	11.3	B	0.3	A	0.4	A	0.1	A	0.1	A													
4 Alpha Drive	Two-Way Stop Control (TWSC)			EASTBOUND	14.6	B	16.4	C	12.6	B	13.9	B	14.9	B	17.1	C	15.2	C	18.0	C							
				EB Left/Thru/Right	14.6	B	16.4	C	12.6	B	13.9	B	14.9	B	17.1	C	15.2	C	18.0	C							
		WESTBOUND	12.8	B	14.7	B	18.8	C	22.4	C	17.7	C	24.1	C	12.8	B	14.4	B									
		WB Left/Thru/Right	12.8	B	14.7	B	18.8	C	22.4	C	17.7	C	24.1	C	12.8	B	14.4	B									
		NORTHBOUND	9.0	A	9.4	A	10.0	B	10.8	B	10.6	B	11.9	B	10.4	B	11.6	B									
		NB Left	9.0	A	9.4	A	10.0	B	10.8	B	10.6	B	11.9	B	10.4	B	11.6	B									
		NB Thru/Right	10.9	B	11.2	B	10.6	B	11.7	B	9.8	A	10.7	B	9.9	A	10.8	B									
		SB Left	10.9	B	11.2	B	10.6	B	11.7	B	9.8	A	10.7	B	9.9	A	10.8	B									
		SOUTHBOUND	7.7	A	8.6	A	7.7	A	9.6	A	4.2	A	7.3	A	4.9	A	5.2	A									
		EB Left	38.3	D	39.9	D	39.8	D	42.0	D	38.5	D	39.0	D													
		EB Thru/Right																									
		WESTBOUND																									
		WB Left/Thru/Right																									
		NORTHBOUND	2.3	A	3.5	A	2.6	A	5.2	A	1.7	A	2.4	A	1.2	A	1.9	A									
		NB Left	2.8	A	11.1	B	5.1	A	18.5	B	2.1	A	4.4	A	1.5	A	3.3	A									
		NB Thru/Right	2.2	A	2.4	A	2.3	A	3.5	A	1.7	A	2.3	A	1.2	A	1.9	A									
		SOUTHBOUND	8.6	A	11.8	B	6.2	A	7.8	A	4.7	A	6.2	A	8.6	A	5.5	A									
SB Left	6.4	A	7.8	A	4.7	A	6.2	A	3.5	A	3.5	A	1.9	A	2.7	A											
SB Thru/Right	8.6	A	11.8	B	6.2	A	7.8	A	4.7	A	6.2	A	8.6	A	5.5	A											
6 Beasley Drive / Lumber Drive	TWSC	EASTBOUND	13.5	B	14.5	B	15.2	C	17.8	C	15.0	C	16.7	C	15.1	C	18.0	C									
		EB Left/Thru/Right	13.5	B	14.5	B	15.2	C	17.8	C	15.0	C	16.7	C	15.1	C	18.0	C									
		WESTBOUND	13.9	B	14.7	B	17.0	C	21.9	C	18.0	C	22.8	C	15.6	C	18.9	C									
		WB Left/Thru/Right	13.9	B	14.7	B	17.0	C	21.9	C	18.0	C	22.8	C	15.6	C	18.9	C									
		NORTHBOUND	10.3	B	11.4	B	10.6	B	11.7	B	10.4	B	11.4	B	10.4	B	11.5	B									
		NB Left	10.3	B	11.4	B	10.6	B	11.7	B	10.4	B	11.4	B	10.4	B	11.5	B									
		NB Thru/Right	10.6	B	11.7	B	10.8	B	12.0	B	10.1	B	11.2	B	10.6	B	11.9	B									
		SB Left	10.6	B	11.7	B	10.8	B	12.0	B	10.1	B	11.2	B	10.6	B	11.9	B									
		SOUTHBOUND	4.4	A	4.6	A	5.6	A	7.2	A	6.4	A	5.9	A	8.4	A	10.0	B									
		EB Left	41.4	D	41.7	D																					
		WB Left	47.8	D	43.5	D	40.6	D	40.6	D																	
		WB Right	40.3	D	40.4	D																					
		NORTHBOUND	3.8	A	4.4	A	5.8	A	8.6	A	4.9	A	7.5	A	7.0	A	8.1	A									
		NB Thru/Right	3.8	A	4.4	A	5.8	A	8.6	A	4.9	A	7.5	A	7.0	A	8.1	A									
		SOUTHBOUND																									

Level of Service (LOS) for Roundabout Concept

Cross-Street	Traffic Control Device	Geometry	[AM] Peak Hour				[MD] Peak Hour				[PM] Peak Hour				[SAT] Peak Hour							
			2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design		2021 Future		2041 Design					
			Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS				
1 Mack Hatcher Parkway / Hillview Lane	Signal	OVERALL	20.7	C	22.6	C	23.6	C	25.0	C	25.7	C	33.9	C	25.9	C	28.4	C				
		EASTBOUND (EB)																				
		EB Left									35.1	D	36.7	D	28.7	C	28.9	C				
		EB Thru									32.8	C	33.7	C								
		EB Right									39.5	D	42.7	D	32.0	C	32.6	C				
		WB Left									32.6	C	33.4	C								
		WB Thru																				
		WB Right					21.7	C	21.7	C	26.0	C	31.3	C	18.9	B	19.1	B				
		NORTHBOUND (NB)	15.9	B	19.9	B	19.6	B	23.1	C	17.5	B	19.1	B	23.2	C	25.9	C				
		NB Left	11.6	B	13.0	B	15.5	B	18.0	B	15.2	B	19.4	B	18.1	B	21.4	C				
		NB Thru	18.2	B	28.1	C	21.7	C	23.6	C	19.0	B	20.6	C	25.9	C	29.1	C				
		NB Right	8.8	A	10.8	B	14.4	B	16.9	B	10.7	B	11.1	B	16.4	B	17.4	B				
		SOUTHBOUND (SB)	22.2	C	23.9	C	24.8	C	26.8	C	28.7	C	43.7	D	29.7	C	35.8	D				
		SB Left	35.3	D	35.6	D	33.8	C	34.1	C					35.3	D	37.1	D				
		SB Thru	10.8	B	13.9	B	17.0	B	20.9	C	27.1	C	48.7	D	28.3	C	36.0	D				
		SB Right	8.0	A	9.6	B	11.7	B	12.9	B					14.9	B	15.4	B				
2 Parkway Commons / Cemetery	Roundabout	OVERALL	7.2	A	8.8	A	8.5	A	11.2	B	7.9	A	10.3	B	7.1	A	6.9	A				
		EASTBOUND	7.0	A	8.5	A	11.9	B	18.5	C	11.2	B	17.0	C	9.3	A	13.1	B				
		EB Left/Thru/U-Turn	7.1	A	8.7	A	12.9	B	20.7	C	11.7	B	18.2	C	9.8	A	14.1	B				
		EB Right	6.6	A	7.7	A	8.9	A	11.4	B	10.4	B	14.7	B	8.4	A	11.1	B				
		WESTBOUND	8.6	A	10.9	B	8.4	A	10.7	B	7.0	A	8.5	A	6.8	A	8.4	A				
		WB Left/Thru/Right/U-Turn	8.6	A	10.9	B	8.4	A	10.7	B	7.0	A	8.5	A	6.8	A	8.4	A				
		NORTHBOUND	8.1	A	10.3	B	8.2	A	10.6	B	7.3	A	9.0	A	7.0	A	8.7	A				
		NB Left/Thru/U-Turn	8.1	A	10.3	B	8.2	A	10.6	B	7.3	A	9.0	A	7.0	A	8.7	A				
		NB Thru/Right	8.1	A	10.3	B	8.2	A	10.6	B	7.3	A	9.0	A	7.0	A	8.7	A				
		SOUTHBOUND	5.9	A	6.8	A	7.7	A	9.3	A	7.6	A	9.5	A	6.6	A	7.8	A				
		SB Left/Thru/U-Turn	5.9	A	6.8	A	7.7	A	9.3	A	7.6	A	9.5	A	6.6	A	7.8	A				
		SB Thru/Right	5.9	A	6.8	A	7.7	A	9.3	A	7.6	A	9.5	A	6.6	A	7.8	A				
		3 Southeast Parkway / Shadow Green Drive	Roundabout	OVERALL	10.3	B	15.0	C	13.0	B	20.8	C	10.7	B	15.8	C	10.0	B	14.2	B		
				EASTBOUND	10.2	B	13.7	B	18.6	C	35.2	E	13.2	B	20.7	C	12.7	B	20.4	C		
				EB Left/Thru/U-Turn	10.5	B	14.2	B	18.9	C	38.0	E	13.3	B	20.0	C	12.0	B	18.2	C		
				EB Right	10.0	B	13.3	B	17.4	C	31.9	D	13.2	B	21.2	C	13.1	B	21.9	C		
WESTBOUND	14.4			B	23.5	C	15.3	C	25.5	D	10.8	B	15.4	C	10.0	B	13.8	B				
WB Left/Thru/U-Turn	12.0			B	16.4	C	16.1	C	26.9	D	10.7	B	14.5	B	10.0	B	13.4	B				
WB Right	15.1			C	25.3	D	14.6	B	24.3	C	11.0	B	15.9	C	10.0	B	14.1	B				
NORTHBOUND	12.1			B	18.8	C	11.7	B	17.7	C	8.2	A	10.4	B	9.0	A	12.1	B				
NB Left/Thru/U-Turn	12.1			B	18.8	C	11.7	B	17.7	C	8.2	A	10.4	B	9.0	A	12.1	B				
NB Thru/Right	12.1			B	18.8	C	11.7	B	17.7	C	8.2	A	10.4	B	9.0	A	12.1	B				
SOUTHBOUND	7.0			A	8.5	A	11.4	B	17.2	C	12.1	B	19.0	C	9.9	A	14.0	B				
SB Left/Thru/U-Turn	7.0			A	8.5	A	11.4	B	17.2	C	12.1	B	19.0	C	9.9	A	14.0	B				
NB Thru/Right	7.0			A	8.5	A	11.4	B	17.2	C	12.1	B	19.0	C	9.9	A	14.0	B				
4 Alpha Drive	Two-Way Stop Control (TWSC)			EASTBOUND	11.2	B	12.1	B	13.0	B	14.7	B	14.1	B	16.3	C	13.6	B	15.5	C		
				EB Left/Thru/Right	11.2	B	12.1	B	13.0	B	14.7	B	14.1	B	16.3	C	13.6	B	15.5	C		
				WESTBOUND	15.0	C	18.4	C	17.9	C	26.5	D	14.8	B	18.7	C	14.5	B	17.9	C		
		WB Left/Thru/Right	15.0	C	18.4	C	17.9	C	26.5	D	14.8	B	18.7	C	14.5	B	17.9	C				
5 Century Court	Roundabout	OVERALL	9.0	A	12.0	B	10.9	B	16.0	C	8.7	A	11.6	B	7.7	A	9.8	A				
		EASTBOUND	8.3	A	10.8	B	13.3	B	20.8	C	12.2	B	18.6	C	9.6	A	13.0	B				
		EB Left/Thru/U-Turn	8.2	A	10.6	B	13.7	B	21.1	C	12.5	B	18.5	C	9.2	A	12.4	B				
		EB Right	8.5	A	11.0	B	13.0	B	20.6	C	12.1	B	18.7	C	10.2	B	13.9	B				
		WESTBOUND	10.3	B	13.4	B	11.0	B	14.5	B	8.0	A	10.1	B	7.7	A	9.6	A				
		WB Left/Thru/Right/U-Turn	10.3	B	13.4	B	11.0	B	14.5	B	8.0	A	10.1	B	7.7	A	9.6	A				
		NORTHBOUND	10.0	B	13.8	B	11.2	B	16.7	C	7.9	A	10.1	B	7.6	A	9.5	A				
		NB Left/Thru/U-Turn	10.0	B	13.8	B	11.2	B	16.7	C	7.9	A	10.1	B	7.6	A	9.5	A				
		NB Thru/Right	10.0	B	13.8	B	11.2	B	16.7	C	7.9	A	10.1	B	7.6	A	9.5	A				
		SOUTHBOUND	7.8	A	9.7	A	10.0	B	14.1	B	8.8	A	11.8	B	7.7	A	9.7	A				
		SB Left/Thru/U-Turn	7.8	A	9.7	A	10.0	B	14.1	B	8.8	A	11.8	B	7.7	A	9.7	A				
		NB Thru/Right	7.8	A	9.7	A	10.0	B	14.1	B	8.8	A	11.8	B	7.7	A	9.7	A				
		6 Beasley Drive / Lumber Drive	TWSC	EASTBOUND	13.0	B	15.1	C	15.2	C	19.8	C	16.7	C	23.0	C	16.3	C	21.5	C		
				EB Right	13.0	B	15.1	C	15.2	C	19.8	C	16.7	C	23.0	C	16.3	C	21.5	C		
				WESTBOUND	13.3	B	15.1	C	14.9	B	18.2	C	13.5	B	15.7	C	14.6	B	17.5	C		
				WB Right	13.3	B	15.1	C	14.9	B	18.2	C	13.5	B	15.7	C	14.6	B	17.5	C		
7 Franklin Business Park (North) / Future Werthan Circle	Roundabout	OVERALL	7.4	A	9.1	A	7.6	A	9.4	A	6.8	A	8.0	A	7.9	A	10.3	B				
		WESTBOUND	9.7	A	12.9	B	10.5	B	14.5	B	7.7	A	9.4	A	12.2	B	20.0	C				
		WB Left/Right/U-Turn	9.7	A	12.9	B	10.5	B	14.5	B	7.7	A	9.4	A	12.2	B	20.0	C				
		NORTHBOUND	7.7	A	9.4	A	7.4	A	8.9	A	6.6	A	7.5	A	6.9	A	8.4	A				
		NB Thru/U-Turn	7.7	A	9.4	A	7.4	A	8.9	A	6.6	A	7.5	A	6.9	A	8.4	A				
		NB Thru/Right	7.7	A	9.4	A	7.4	A	8.9	A	6.6	A	7.5	A	6.9	A	8.4	A				
		SOUTHBOUND	6.9	A	8.4	A	7.6	A	9.5	A	7.0	A	8.5	A	8.0	A	10.3	B				
		SB Left/Thru/U-Turn	6.9	A	8.4	A	7.6	A	9.5	A	7.0	A	8.5	A	8.0	A	10.3	B				
		SB Thru	6.9	A	8.4	A	7.6	A	9.5	A	7.0	A	8.5	A	8.0	A	10.3	B				
		8 Confederate Drive / Werthan Circle	Roundabout	OVERALL	8.2	A	10.3	B	7.8	A	9.7	A	6.5	A	7.7	A	7.0	A	7.9	A		
				EASTBOUND	9.1	A	12.0	B	8.6	A	10.9	B	7.6	A	9.4	A	8.3	A	8.7	A		
				EB Left/Thru/Right/U-Turn	9.1	A	12.0	B	8.6	A	10.9	B	7.6	A	9.4	A	8.3	A	8.7	A		
				WESTBOUND	10.3	B	14.0	B	10.6	B	14.8	B	7.7	A	9.8	A	8.1	A	10.4	B		
				WB Left/Thru/Right/U-Turn	10.3	B	14.0	B	10.6	B	14.8	B	7.7	A	9.8	A	8.1	A	10.4	B		
				NORTHBOUND	8.6	A	11.0	B	8.1	A	10.0	B	6.3	A	7.5	A	6.9	A	8.3	A		
				NB Left/Thru/U-Turn	8.6	A	11.0	B	8.1	A	10.0	B	6.3	A	7.5	A	6.9	A	8.3	A		
NB Thru/Right	8.6			A	11.0	B	8.1	A	10.0	B	6.3	A	7.5	A	6.9	A	8.3	A				
SOUTHBOUND	7.4			A	9.0	A	7.2	A	8.6	A	6.6	A	7.8	A	6.9	A	7.2	A				
SB Left/Thru/U-Turn	7.4			A	9.0	A	7.2	A	8.6	A	6.6	A	7.8	A	6.9	A	7.2	A				
SB Thru/Right	7.4			A	9.0	A	7.2	A	8.6	A	6.6	A	7.8	A	6.9	A	7.2	A				
9 Carr Avenue	Stop			WESTBOUND	10.8	B	11.5	B	11.0	B	11.9	B	10.9	B	11.8	B	11.4	B	12.4	B		
				WB Right	10.8	B	11.5	B	11.0	B	11.9	B	10.9	B	11.8	B	11.4	B	12.4	B		
				10 Downs Boulevard	Signal	OVERALL	17.7	B	19.2	B	17.6	B	19.4	B	19.8	B	22.2	C	21.6	C	25.6	C
						EASTBOUND																
EB Left	42.7					D	44.6	D	42.4	D	43.6	D	29.1	C	30.4	C	32.2	C	35.4	D		
EB Thru																						
EB Right																						
WESTBOUND																						
WB Left	36.4	D	36.6			D																
WB Thru/Right																						
NORTHBOUND							15.6	B	16.3	B	18.5	B	18.7	B	26.9	B	17.3	B				
NB Left							37.1	D	37.3	D												
NB Thru/Right	3.9	A	5.2			A	3.7	A	4.8	A	3.4	A	4.4	A	4.2	A	6.2	A				
SOUTHBOUND	17.4	B	32.6			C	12.3	B	16.3	B	14.9	B	21.3	C	18.2	B	29.8	C				
SB Left	12.5	B	18.7			B	7.8	A	8.9	A	10.7	B	11.6	B	11.6	B	14.8	B				
SB Thru/Right	18.1	B	34.9			C	12.9	B	17.2	B	15.7	B	22.8	C	19.1	B	32.1	C				
SB Right	12.8	B	19.1			B	8.1	A	9.2	A	9.4	A	11.1	B	11.9	B	15.2	B				
14 James Avenue	Stop	WESTBOUND	15.0			C	18.5	C	14.8	B	18.0	C	13.3	B	15.5	C	14.7	B	18.0	C		
		WB Left/Thru/Right	15.0	C	18.5	C	14.8	B	18.0	C	13.3	B	15.5	C	14.7	B	18.0	C				

Delay Reduction Color Code: **Adjusted Green Time (increases signal)**

Queue Length for No-Build Condition

Cross-Street	Traffic Control Device	Geometry	Storage Length	[AM] Peak Hour			[MD] Peak Hour			[PM] Peak Hour			[SAT] Peak Hour		
				Queue Length (Feet)			Queue Length (Feet)			Queue Length (Feet)			Queue Length (Feet)		
				2016	2021	2041	2016	2021	2041	2016	2021	2041	2016	2021	2041
1 Mack Hatcher Parkway / Hillview Lane	Signal	EASTBOUND (EB)													
		EB Left	150' (6 veh)	13'	13'	15'	56'	62'	73'	28'	29'	32'	28'	29'	33'
		EB Thru/Right	450' (18 veh)	58'	60'	68'	205'	268'	353'	211'	234'	321'	202'	212'	305'
		WESTBOUND (WB)													
		WB Left	640' (25 veh)	147'	155'	185'	96'	107'	127'	214'	224'	349'	86'	89'	106'
		WB Thru	999' (40 veh)	81'	86'	96'	110'	116'	139'	108'	112'	133'	109'	113'	136'
		WB Right	325' (13 veh)	60'	116'	230'	99'	45'	154'	42'	79'	167'	92'	95'	73'
		NORTHBOUND (NB)													
		NB Left	200' (8 veh)	36'	37'	44'	57'	55'	61'	53'	53'	61'	81'	84'	100'
		NB Thru	775' (31 veh)	587'	678'	1012'	325'	362'	419'	416'	493'	643'	355'	468'	613'
		NB Right	200' (8 veh)	15'	18'	27'	15'			14'	14'	19'	15'	15'	21'
		SOUTHBOUND (SB)													
		SB Left	300' (12 veh)	161'	214'	277'	210'	252'	323'	164'	184'	214'	169'	194'	204'
		SB Thru	560' (22 veh)	9'	17'	75'	892'	476'	556'	762'	823'	1117'	420'	474'	607'
		SB Right	400' (16 veh)	0'	0'	0'			1'	0'	0'	0'	0'		
2 Parkway Commons / Cemetery	Signal	EASTBOUND													
		EB Left/Thru	175' (7 veh)	108'	112'	131'	292'	313'	413'	198'	218'	276'	176'	185'	224'
		EB Right	175' (7 veh)	0'	0'	0'	21'	28'	38'	32'	36'	43'	25'	30'	33'
		WESTBOUND													
		WB Left/Thru/Right	250' (10 veh)	12'	12'	12'	45'	47'	52'	12'	12'	12'	18'	18'	20'
		NORTHBOUND													
		NB Left	50' (2 veh)	23'	23'	25'	41'	46'	55'	41'	42'	48'	25'	26'	27'
		NB Thru/Right	150' (6 veh)	1003'	1188'	1530'	286'	306'	355'	245'	282'	3046'	217'	761'	900'
		SOUTHBOUND													
		SB Left	150' (6 veh)	0'					0'			1'			3'
		SB Thru/Right	150' (6 veh)	290'	354'	364'	385'	476'	589'	465'	656'	700'	378'	422'	519'
3 Southeast Parkway / Shadow Green Drive	Signal	EASTBOUND													
		EB Left	100' (4 veh)	83'	100'	208'	146'	227'	286'	77'	111'	128'	97'	132'	155'
		EB Thru	200' (8 veh)	41'	68'	73'	44'	70'	77'	31'	47'	48'	35'	48'	52'
		EB Right	75' (3 veh)	47'	66'	70'	53'	99'	186'	49'	57'	121'	53'	82'	157'
		WESTBOUND													
		WB Left	125' (5 veh)	85'	86'	41'	110'	114'	135'	62'	65'	75'	38'	38'	44'
		WB Thru/Right	800' (12 veh)	79'	86'	98'	112'	176'	262'	87'	164'	225'	66'	78'	87'
		NORTHBOUND													
		NB Left	150' (6 veh)	41'			20'			27'	82'	164'	87'	150'	161'
		NB Thru/Right	150' (6 veh)	612'	1030'	1360'	188'	382'	1131'	292'	349'	434'	602'	666'	956'
		SOUTHBOUND													
		SB Left	120' (4 veh)	9'	20'	101'			39'	22'					61'
		SB Thru	580' (23 veh)				252'	273'	288'	250'	402'	447'	209'	283'	244'
		SB Right	100' (4 veh)							3'	25'	27'	29'		
4 Alpha Drive	Stop	WESTBOUND													
		WB Left/Thru/Right	200' (8 veh)	26'	43'	167'	116'	192'	457'	84'	158'	999'	37'	55'	174'
		SOUTHBOUND													
		SB Left	75' (3 veh)	5'	9'	26'	6'	8'	22'	3'	4'	7'	3'	8'	7'
5 Century Court	Signal	EASTBOUND													
		EB Left	125' (5 veh)	124'	151'	178'	121'	147'	172'	99'	114'	132'	59'	73'	82'
		EB Thru/Right	225' (9 veh)	46'	47'	51'	59'	60'	66'	57'	57'	61'	32'	32'	34'
		WESTBOUND													
		WB Left/Thru/Right	50' (2 veh)	11'	11'	11'	11'	11'	11'	11'	11'	11'	12'	12'	13'
		NORTHBOUND													
		NB Left	75' (3 veh)			55'			93'			22'	6'	6'	6'
		NB Thru/Right	200' (8 veh)	580'	676'	677'	583'	702'	953'	533'	616'	974'	120'	156'	174'
		SOUTHBOUND													
		SB Left	100' (4 veh)	1'	1'	0'			2'	1'	1'	1'			1'
		SB Thru/Right	225' (9 veh)	227'	482'	1111'	821'	1048'	1993'	957'	1204'	1840'	171'	1014'	1990'
6 Beasley Drive / Lumber Drive	Two-Way Stop Control (TWSC)	EASTBOUND													
		EB Left/Thru/Right	325' (13 veh)	16'	19'	9999'	80'	55'	101'	42'	64'	151'	29'	44'	183'
		WESTBOUND													
		WB Left/Thru/Right	200' (8 veh)	5'	4'	15'	35'	68'	104'	26'	52'	82'	23'	49'	9999'
		NORTHBOUND													
		NB Left	75' (3 veh)	9'	10'	18'	9'	11'	32'	4'	5'	13'	3'	4'	10'
		SOUTHBOUND													
		SB Left	25' (1 veh)	1'	2'	5'	5'	7'	19'	3'	3'	11'	4'	9'	17'
7 Franklin Business Park (North) / Future Werthan Circle	Signal	WESTBOUND													
		WB Left	150' (6 veh)	83'	38'	37'	62'	66'	78'	48'	50'	58'	124'	129'	153'
		WB Right	150' (6 veh)	30'	31'	34'	33'	33'	37'	31'	31'	34'	41'	42'	46'
		NORTHBOUND													
		NB Thru/Right	275' (11 veh)	363'	556'	1328'	638'	795'	1325'	696'	817'	1156'	508'	651'	1158'
		SOUTHBOUND													
		SB Left	150' (6 veh)	7'			3'	5'	5'	4'	5'	10'			
		SB Thru	999' (40 veh)	193'	214'	319'	205'	310'	553'	248'	409'	613'	641'	774'	848'
8 Confederate Drive / Werthan Circle	TWSC	EASTBOUND													
		EB Left	100' (4 veh)	16'	61'	9999'	0'	18'	78'	3'	10'	21'	0'	20'	75'
		EB Thru/Right	150' (6 veh)	5'	18'	175'	2'	13'	35'	1'	8'	14'	1'	16'	84'
		WESTBOUND													
		WB Left	100' (4 veh)	17'	32'	117'	15'	26'	81'	5'	7'	17'	5'	10'	37'
		WB Thru/Right	200' (8 veh)	6'	11'	24'	9'	16'	34'	4'	6'	13'	7'	12'	31'
		NORTHBOUND													
		NB Left	100' (4 veh)	5'	8'	13'	0'	4'	5'	0'	3'	4'	0'	5'	7'
		SOUTHBOUND													
		SB Left	100' (4 veh)	7'	9'	22'	7'	9'	21'	1'	1'	2'	4'	5'	11'
9 Carr Avenue	Stop	WESTBOUND													
		WB Left/Thru/Right	175' (7 veh)	9'	11'	20'	22'	29'	64'	20'	27'	59'	20'	26'	58'
		SOUTHBOUND													
		SB Left	150' (6 veh)	3'	3'	5'	3'	4'	6'	3'	3'	5'	2'	3'	4'
10 Downs Boulevard	Signal	EASTBOUND													
		EB Left/Thru	350' (14 veh)	104'	107'	119'	101'	105'	120'	118'	114'	132'	108'	113'	135'
		EB Right	850' (14 veh)	107'	111'	274'	92'	96'	104'	95'	99'	107'	101'	149'	412'
		WESTBOUND													
		WB Left/Thru/Right	50' (2 veh)	14'	14'	16'	23'	23'	27'	22'	22'	26'	21'	21'	25'
		NORTHBOUND													
		NB Left	150' (6 veh)	166'	195'	245'	148'	196'	303'	311'	387'	586'	289'	347'	464'
		NB Thru/Right	175' (7 veh)	490'	572'	627'	425'	493'	674'	355'	414'	581'	316'	350'	352'
		SOUTHBOUND													
		SB Left	50' (2 veh)	5'	5'	8'	6'	8'	10'	7'	9'	10'	7'	8'	8'
		SB Thru/Right	125' (5 veh)	801'	374'	596'	460'	685'	1031'	554'	826'	1099'	418'	493'	716'
11 James Avenue	Stop	WESTBOUND													
		WB Left/Thru/Right	125' (5 veh)	7'	9'	15'	8'	10'	16'	8'	9'	14'	9'	11'	17'
		SOUTHBOUND													
		SB Left	200' (8 veh)	0'	0'	1'	1'	1'	1'	1'	1'	1'	1'	1'	2'

Queue Reduction Color Code:

NOTES: (1) No-Build results updated 8/25/2017 to assume consistent signal timings/offsets with 2016 existing conditions. Previous data had assumed improvements to signal timings in future conditions.

(2) Queue length of "9999" feet indicates maximum limit of model.

Queue Length for Five-Lane (Traditional) Concept

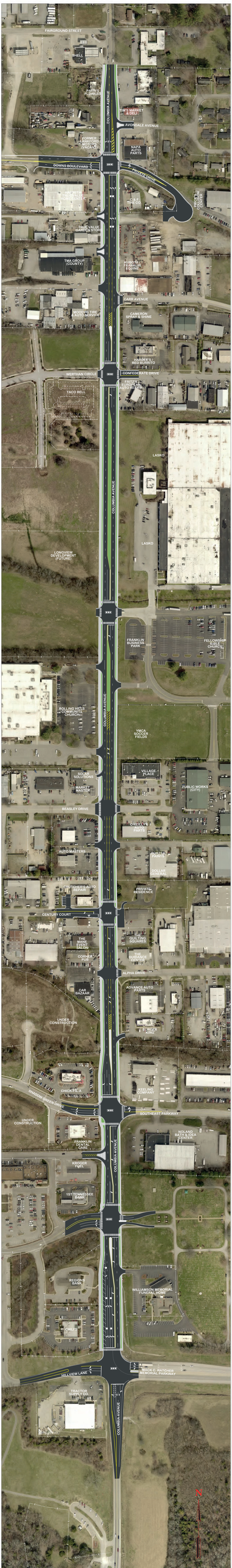
Cross-Street	Traffic Control Device	Geometry	Storage Length	[AM] Peak Hour		[MD] Peak Hour		[PM] Peak Hour		[SAT] Peak Hour	
				Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)	
				2021	2041	2021	2041	2021	2041	2021	2041
1 Mack Hatcher Parkway / Hillview Lane	Signal	EASTBOUND (EB)									
		EB Left	150' (6 veh)	10'	11'	44'	52'	29'	26'	27'	30'
		EB Thru	450' (18 veh)	36'	45'	106'	126'	85'	99'	118'	141'
		EB Right	40' (1 veh)	0'	0'	0'	0'	17'	34'	0'	0'
		WESTBOUND (WB)									
		WB Left	640' (25 veh)	108'	129'	75'	89'	178'	198'	82'	97'
		WB Thru	999' (40 veh)	64'	73'	87'	104'	91'	107'	104'	124'
		WB Right	325' (13 veh)	108'	182'	66'	145'	87'	161'	74'	144'
		NORTHBOUND (NB)									
		NB Left	200' (8 veh)	20'	24'	27'	32'	22'	26'	42'	50'
		NB Thru	775' (31 veh)	228'	291'	135'	162'	160'	196'	157'	180'
		NB Right	40' (1 veh)	40'	57'	6'	17'	1'	8'	11'	28'
		SOUTHBOUND (SB)									
		SB Left	800' (12 veh)	135'	175'	100'	114'	116'	127'	91'	140'
		SB Thru	560' (22 veh)	265'	315'	184'	242'	608'	804'	418'	508'
		SB Right	400' (16 veh)	0'	0'	0'	0'	0'	0'	0'	0'
2 Parkway Commons / Cemetery	Signal	EASTBOUND									
		EB Left	175' (7 veh)	102'	120'	228'	308'	175'	242'	188'	244'
		EB Thru/Right	175' (7 veh)	0'	0'	0'	0'	0'	9'	0'	8'
		WESTBOUND									
		WB Left/Thru/Right	250' (10 veh)	10'	10'	35'	39'	10'	10'	17'	18'
		NORTHBOUND									
		NB Left	150' (6 veh)	74'	74'	93'	119'	105'	140'	80'	92'
		NB Thru/Right	150' (6 veh)	95'	125'	234'	274'	275'	315'	254'	291'
		SOUTHBOUND									
		SB Left	150' (6 veh)	1'	1'	3'	3'	0'	1'	2'	2'
		SB Thru/Right	150' (6 veh)	52'	57'	132'	148'	60'	76'	79'	96'
		EASTBOUND									
		EB Left	100' (4 veh)	99'	134'	121'	137'	78'	86'	100'	119'
		EB Thru	200' (8 veh)	48'	52'	47'	52'	35'	37'	40'	43'
		EB Right	75' (3 veh)	48'	48'	82'	124'	50'	80'	78'	121'
3 Southeast Parkway / Shadow Green Drive	Signal	WESTBOUND									
		WB Left	125' (5 veh)	24'	28'	70'	83'	46'	54'	32'	36'
		WB Thru/Right	300' (12 veh)	68'	73'	86'	104'	87'	105'	68'	75'
		NORTHBOUND									
		NB Left	200' (8 veh)	4'	4'	24'	61'	102'	177'	70'	130'
		NB Thru/Right	385' (15 veh)	50'	59'	92'	119'	32'	44'	72'	91'
		SOUTHBOUND									
		SB Left	100' (4 veh)	75'	114'	43'	73'	21'	22'	32'	46'
		SB Thru	580' (23 veh)	147'	205'	143'	193'	115'	176'	101'	117'
		SB Right	100' (4 veh)	0'	0'	0'	0'	1'	1'	7'	7'
4 Alpha Drive	Two-Way Stop Control (TWSC)	EASTBOUND									
		EB Left/Thru/Right	50' (2 veh)	1'	1'	2'	3'	2'	4'	2'	3'
		WESTBOUND									
		WB Left/Thru/Right	200' (8 veh)	11'	16'	43'	74'	34'	60'	16'	28'
		NORTHBOUND									
		NB Left	175' (7 veh)	1'	1'	2'	2'	2'	3'	0'	1'
		SOUTHBOUND									
		SB Left	75' (3 veh)	4'	6'	5'	7'	3'	4'	2'	3'
5 Century Court	Signal	EASTBOUND									
		EB Left	125' (5 veh)	107'	124'	107'	125'	84'	98'	64'	70'
		EB Thru/Right	225' (9 veh)	37'	40'	50'	54'	47'	52'	29'	31'
		WESTBOUND									
		WB Left/Thru/Right	50' (2 veh)	8'	8'	9'	9'	9'	9'	11'	12'
		NORTHBOUND									
		NB Left	75' (3 veh)	23'	47'	37'	66'	8'	15'	4'	8'
		NB Thru/Right	200' (8 veh)	71'	82'	82'	137'	43'	100'	45'	111'
		SOUTHBOUND									
		SB Left	100' (4 veh)			2'	2'	1'	1'	1'	1'
		SB Thru/Right	225' (9 veh)	262'	327'	130'	152'	97'	128'	263'	364'
6 Beasley Drive / Lumber Drive	TWSC	EASTBOUND									
		EB Left/Thru/Right	325' (13 veh)	11'	15'	18'	24'	23'	31'	14'	25'
		WESTBOUND									
		WB Left/Thru/Right	200' (8 veh)	2'	3'	20'	32'	14'	24'	13'	20'
		NORTHBOUND									
		NB Left	25' (1 veh)	10'	14'	10'	14'	4'	6'	3'	4'
		SOUTHBOUND									
		SB Left	200' (8 veh)	1'	2'	5'	8'	3'	4'	4'	5'
7 Franklin Business Park (North) / Future Werthan Circle	Signal	WESTBOUND									
		WB Left	150' (6 veh)	26'	28'	48'	55'	37'	43'	108'	128'
		WB Right	150' (6 veh)	25'	26'	27'	30'	25'	28'	37'	41'
		NORTHBOUND									
		NB Left	275' (11 veh)	72'	170'	235'	338'	118'	255'	197'	193'
		NB Thru/Right									
		SOUTHBOUND									
		SB Left	130' (6 veh)	9'	9'	4'	4'	9'	12'	23'	33'
		SB Thru	998' (40 veh)	90'	91'	70'	76'	50'	69'	121'	137'
8 Confederate Drive / Werthan Circle	Signal	EASTBOUND									
		EB Left	100' (4 veh)	62'	68'	36'	36'	35'	37'	39'	39'
		EB Thru/Right	130' (6 veh)	37'	39'	35'	36'	26'	27'	34'	34'
		WESTBOUND									
		WB Left	100' (4 veh)	47'	53'	52'	60'	28'	31'	26'	30'
		WB Thru/Right	200' (8 veh)	29'	31'	36'	39'	23'	26'	31'	32'
		NORTHBOUND									
		NB Left	100' (4 veh)	0'	0'			3'	3'		
		NB Thru/Right	115' (4 veh)	8'	12'	78'	95'	84'	96'	101'	128'
		SOUTHBOUND									
		SB Left	100' (4 veh)	6'	10'	5'	10'				
		SB Thru/Right	325' (13 veh)	154'	224'	116'	193'	116'	155'	185'	223'
9 Carr Avenue	Stop	WESTBOUND									
		WB Left/Thru/Right	175' (7 veh)	6'	8'	13'	20'	13'	20'	11'	15'
		SOUTHBOUND									
		SB Left	150' (6 veh)	3'	4'	4'	5'	3'	5'	2'	4'
10 Downs Boulevard	Signal	EASTBOUND									
		EB Left	150' (6 veh)	85'	100'	76'	89'	86'	102'	100'	119'
		EB Thru	350' (14 veh)	8'	10'	5'	5'	8'	10'	5'	5'
		EB Right	350' (14 veh)	139'	134'	115'	218'	163'	269'	279'	308'
		WESTBOUND									
		WB Left	100' (4 veh)	8'	10'	9'	11'	12'	13'	14'	16'
		WB Thru/Right	250' (10 veh)	9'	10'	14'	18'	13'	15'	11'	14'
		NORTHBOUND									
		NB Left	300' (12 veh)	94'	102'	134'	195'	103'	159'	145'	184'
		NB Thru/Right	175' (7 veh)	32'	38'	106'	169'	75'	98'	108'	166'
		SOUTHBOUND									
		SB Left	150' (6 veh)	5'	7'	5'	7'	6'	7'	7'	8'
		SB Thru	450' (18 veh)	292'	416'	346'	482'	377'	551'	570'	529'
		SB Right	300' (12 veh)	24'	28'	21'	23'	24'	27'	27'	29'
11 James Avenue	Stop	WESTBOUND									
		WB Right	125' (5 veh)	9'	15'	9'	15'	8'	12'	10'	16'

Queue Length for Five-Lane (Access Management) Concept

Cross-Street	Traffic Control Device	Geometry	Storage Length	[AM] Peak Hour		[MD] Peak Hour		[PM] Peak Hour		[SAT] Peak Hour	
				Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)	
				2021	2041	2021	2041	2021	2041	2021	2041
1 Mack Hatcher Parkway / Hillview Lane	Signal	EASTBOUND (EB)									
		EB Left	150' (6 veh)	10'	11'	44'	52'	25'	26'	27'	30'
		EB Thru	430' (18 veh)	38'	43'	106'	126'	85'	99'	118'	141'
		EB Right	40' (1 veh)	0'	0'	0'	0'	17'	54'	0'	0'
		WESTBOUND (WB)									
		WB Left	640' (25 veh)	109'	129'	75'	89'	178'	198'	82'	97'
		WB Thru	999' (40 veh)	64'	73'	87'	104'	91'	107'	104'	124'
		WB Right	325' (13 veh)	109'	182'	66'	145'	87'	161'	74'	144'
		NORTHBOUND (NB)									
		NB Left	200' (8 veh)	20'	24'	27'	32'	22'	26'	42'	50'
		NB Thru	775' (31 veh)	228'	291'	185'	162'	160'	196'	157'	190'
		NB Right	40' (1 veh)	40'	57'	6'	17'	1'	8'	11'	23'
		SOUTHBOUND (SB)									
		SB Left	800' (12 veh)	155'	175'	100'	114'	116'	127'	91'	140'
		SB Thru	560' (22 veh)	285'	314'	184'	248'	603'	804'	418'	509'
		SB Right	400' (16 veh)	0'	0'	0'	0'	0'	0'	0'	0'
2 Parkway Commons / Cemetery	Signal	EASTBOUND									
		EB Left	175' (7 veh)	102'	120'	229'	308'	175'	242'	183'	244'
		EB Thru/Right	175' (7 veh)	0'	0'	0'	0'	0'	0'	0'	8'
		WESTBOUND									
		WB Left/Thru/Right	250' (10 veh)	10'	10'	35'	39'	10'	10'	17'	18'
		NORTHBOUND									
		NB Left	150' (6 veh)	74'	74'	93'	119'	105'	140'	80'	92'
		NB Thru/Right	150' (6 veh)	95'	125'	234'	274'	275'	315'	254'	291'
		SOUTHBOUND									
		SB Left	150' (6 veh)	1'	1'	5'	3'	0'	1'	2'	2'
		SB Thru/Right	150' (6 veh)	52'	57'	132'	448'	60'	78'	79'	98'
		EASTBOUND									
		EB Left	100' (4 veh)	99'	124'	121'	137'	78'	86'	105'	119'
		EB Thru	200' (8 veh)	48'	52'	47'	52'	35'	37'	40'	48'
		EB Right	75' (3 veh)	46'	46'	82'	124'	50'	80'	78'	121'
3 Southeast Parkway / Shadow Green Drive	Signal	WESTBOUND									
		WB Left	125' (5 veh)	24'	28'	70'	83'	46'	54'	32'	34'
		WB Thru/Right	300' (12 veh)	66'	73'	86'	104'	87'	109'	68'	75'
		NORTHBOUND									
		NB Left	200' (8 veh)	4'	4'	24'	61'	102'	177'	70'	130'
		NB Thru/Right	885' (15 veh)	50'	59'	92'	118'	32'	44'	72'	91'
		SOUTHBOUND									
		SB Left	100' (4 veh)	75'	114'	43'	73'	21'	21'	34'	46'
		SB Thru	580' (23 veh)	147'	205'	145'	199'	112'	174'	116'	177'
		SB Right	100' (4 veh)	0'	0'	0'	0'	1'	1'	7'	7'
4 Alpha Drive	Two-Way Stop Control (TWSC)	EASTBOUND									
		EB Left/Thru/Right	50' (2 veh)	1'	1'	2'	3'	2'	4'	2'	5'
		WESTBOUND									
		WB Left/Thru/Right	200' (8 veh)	11'	18'	48'	74'	34'	60'	16'	23'
		NORTHBOUND									
		NB Left	175' (7 veh)	1'	1'	2'	2'	2'	3'	0'	1'
		SOUTHBOUND									
		SB Left	75' (3 veh)	4'	6'	5'	7'	3'	4'	2'	3'
5 Century Court	Signal	EASTBOUND									
		EB Left	125' (5 veh)	107'	124'	107'	125'	84'	88'	64'	70'
		EB Thru/Right	225' (9 veh)	37'	40'	50'	54'	47'	52'	29'	31'
		WESTBOUND									
		WB Left/Thru/Right	50' (2 veh)	8'	8'	9'	9'	9'	9'	11'	12'
		NORTHBOUND									
		NB Left	75' (3 veh)	25'	47'	37'	66'	8'	15'	4'	8'
		NB Thru/Right	200' (8 veh)	71'	82'	82'	137'	43'	100'	45'	111'
		SOUTHBOUND									
		SB Left	100' (4 veh)			1'	2'	1'	1'	0'	1'
		SB Thru/Right	225' (9 veh)	261'	325'	181'	153'	99'	130'	253'	374'
6 Beasley Drive / Lumber Drive	TWSC	EASTBOUND									
		EB Left/Thru/Right	325' (13 veh)	11'	15'	18'	24'	22'	25'	14'	25'
		WESTBOUND									
		WB Left/Thru/Right	200' (8 veh)	2'	5'	20'	32'	14'	23'	19'	20'
		NORTHBOUND									
		NB Left	25' (1 veh)	10'	14'	10'	14'	4'	6'	3'	4'
		SOUTHBOUND									
		SB Left	200' (8 veh)	1'	2'	5'	8'	3'	4'	4'	5'
7 Franklin Business Park (North) / Future Werthan Circle	Signal	WESTBOUND									
		WB Left	150' (6 veh)	38'	37'	35'	62'	45'	52'	132'	157'
		WB Right	150' (6 veh)	25'	28'	27'	29'	25'	28'	37'	41'
		NORTHBOUND									
		NB Thru/Right	275' (11 veh)	72'	170'	252'	359'	118'	260'	157'	193'
		SOUTHBOUND									
		SB Left	150' (6 veh)	9'	9'	6'	6'	10'	14'	24'	65'
		SB Thru	999' (40 veh)	89'	91'	70'	76'	49'	68'	121'	136'
8 Confederate Drive / Werthan Circle	Signal	EASTBOUND									
		EB Left	100' (4 veh)	62'	68'	36'	36'	35'	37'	99'	89'
		EB Thru/Right	150' (6 veh)	37'	38'	35'	36'	26'	27'	34'	34'
		WESTBOUND									
		WB Left	100' (4 veh)	47'	55'	52'	60'	28'	31'	26'	30'
		WB Thru/Right	200' (8 veh)	29'	31'	36'	39'	25'	26'	31'	32'
		NORTHBOUND									
		NB Left	100' (4 veh)	0'	0'	8'	8'			8'	8'
		NB Thru/Right	115' (4 veh)	8'	12'	78'	106'	84'	100'	101'	128'
		SOUTHBOUND									
		SB Left	100' (4 veh)	6'	10'	5'	10'				
		SB Thru/Right	925' (13 veh)	134'	224'	116'	195'	116'	155'	195'	223'
9 Carr Avenue	Stop	WESTBOUND									
		WB Left/Thru/Right	175' (7 veh)	6'	8'	13'	20'	13'	20'	11'	15'
		SOUTHBOUND									
		SB Left	150' (6 veh)	5'	4'	4'	5'	5'	5'	2'	4'
10 Downs Boulevard	Signal	EASTBOUND									
		EB Left	150' (6 veh)	85'	100'	76'	89'	86'	102'	100'	119'
		EB Thru	350' (14 veh)	8'	10'	5'	5'	8'	10'	5'	5'
		EB Right	350' (14 veh)	192'	334'	113'	218'	163'	269'	279'	508'
		WESTBOUND									
		WB Left	100' (4 veh)	8'	10'	9'	11'	12'	13'	14'	16'
		WB Thru/Right	250' (10 veh)	9'	10'	14'	18'	13'	15'	11'	14'
		NORTHBOUND									
		NB Left	300' (12 veh)	94'	102'	137'	195'	104'	199'	144'	184'
		NB Thru/Right	175' (7 veh)	32'	38'	106'	569'	78'	100'	109'	366'
		SOUTHBOUND									
		SB Left	150' (6 veh)	5'	7'	5'	7'	6'	7'	7'	8'
		SB Thru	450' (18 veh)	292'	416'	346'	482'	377'	551'	370'	529'
		SB Right	300' (12 veh)	24'	28'	21'	25'	24'	27'	27'	29'
11 James Avenue	Stop	WESTBOUND									
		WB Left/Thru/Right	125' (5 veh)	5'	9'	6'	9'	4'	7'	6'	9'

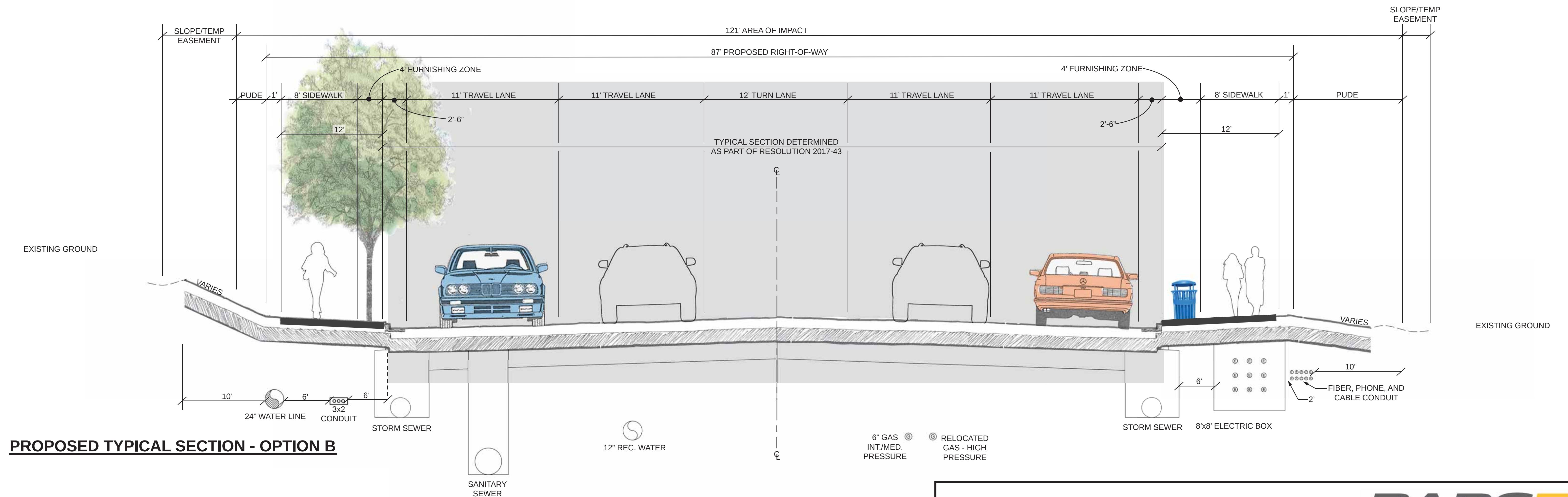
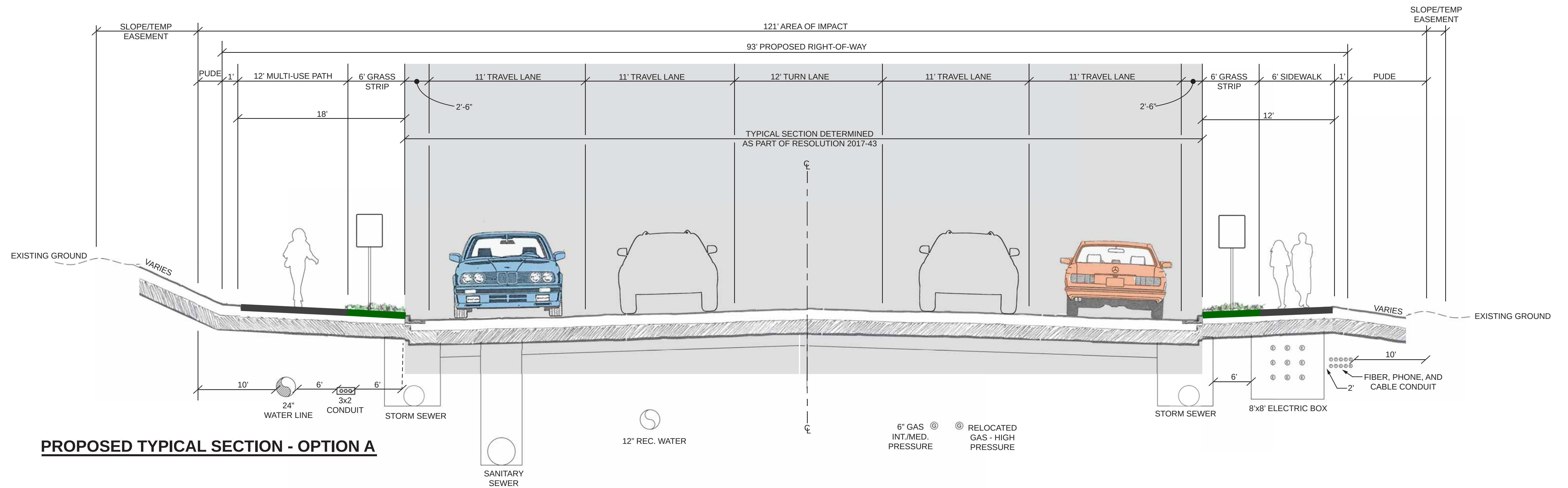
Queue Length for Roundabout Concept

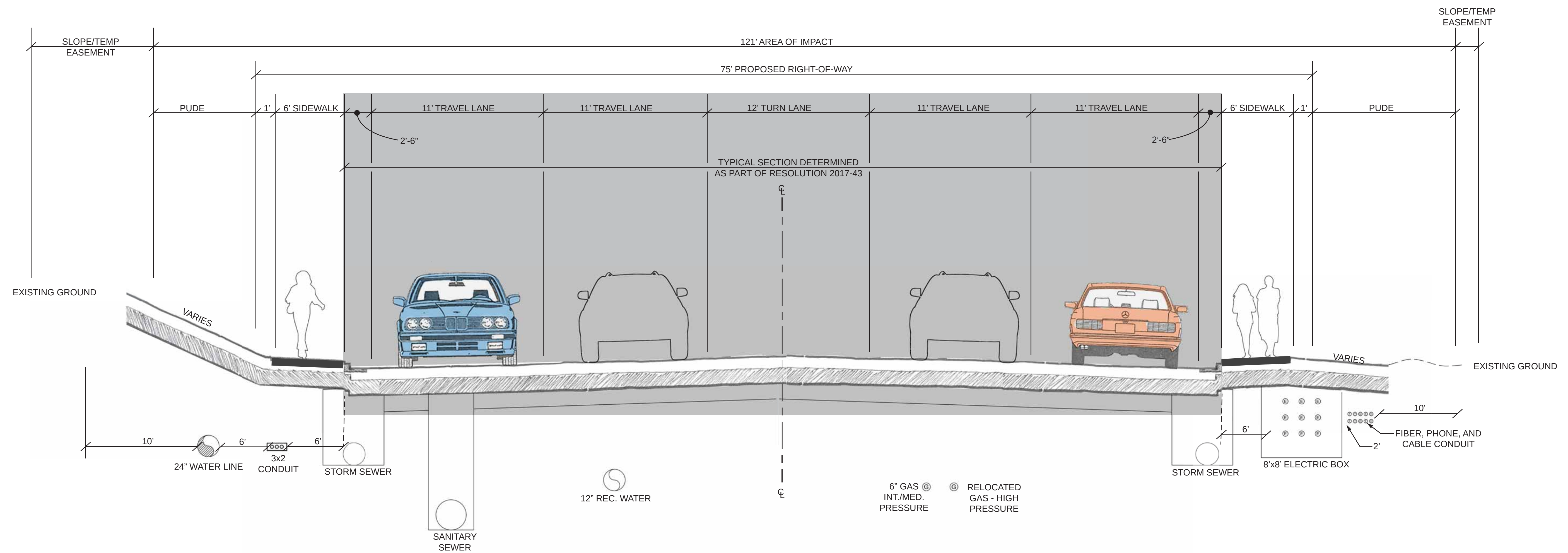
Cross-Street	Traffic Control Device	Geometry	Storage Length	[AM] Peak Hour		[MD] Peak Hour		[PM] Peak Hour		[SAT] Peak Hour	
				Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)		Queue Length (Feet)	
				2021	2041	2021	2041	2021	2041	2021	2041
1 Mack Hatcher Parkway / Hillview Lane	Signal	EASTBOUND (EB)									
		EB Left	150' (6 veh)	10'	11'	43'	51'	23'	26'	27'	30'
		EB Thru	450' (18 veh)	38'	43'	104'	123'	85'	101'	121'	144'
		EB Right	40' (1 veh)	0'	0'	0'	0'	17'	34'	6'	19'
		WESTBOUND (WB)									
		WB Left	640' (25 veh)	108'	128'	73'	87'	178'	215'	83'	99'
		WB Thru	999' (40 veh)	64'	73'	86'	102'	91'	108'	106'	126'
		WB Right	325' (13 veh)	106'	176'	61'	134'	87'	163'	82'	155'
		NORTHBOUND (NB)									
		NB Left	200' (8 veh)	20'	24'	26'	31'	22'	25'	43'	53'
		NB Thru	999' (40 veh)	223'	282'	131'	158'	160'	192'	162'	196'
		NB Right	40' (1 veh)	40'	56'	5'	16'	1'	8'	12'	24'
		SOUTHBOUND (SB)									
		SB Left	300' (12 veh)	130'	153'	152'	182'	114'	135'	158'	189'
		SB Thru	560' (22 veh)	182'	222'	267'	333'	547'	784'	358'	513'
		SB Right	400' (16 veh)	0'	0'	0'	0'	0'	0'	0'	0'
2 Parkway Commons / Cemetery	Roundabout	EASTBOUND									
		EB Left/Thru/U-Turn	175' (7 veh)	13'	18'	47'	78'	35'	57'	33'	52'
		EB Right	175' (7 veh)	4'	6'	13'	19'	19'	30'	16'	23'
		WESTBOUND									
		WB Left/Thru/Right/U-Turn	250' (10 veh)	1'	1'	5'	7'	1'	1'	2'	2'
		NORTHBOUND									
		NB Left/Thru/U-Turn	150' (6 veh)	70'	99'	53'	79'	55'	74'	52'	71'
		NB Thru/Right	150' (6 veh)	70'	99'	53'	79'	55'	74'	52'	71'
		SOUTHBOUND									
		SB Left/Thru/U-Turn	150' (6 veh)	40'	52'	63'	86'	73'	104'	60'	83'
		SB Thru/Right	150' (6 veh)	40'	52'	63'	86'	73'	104'	60'	83'
3 Southeast Parkway / Shadow Green Drive	Roundabout	EASTBOUND									
		EB Left/Thru/U-Turn	200' (8 veh)	27'	37'	55'	93'	23'	36'	32'	49'
		EB Right	200' (8 veh)	29'	41'	54'	87'	32'	50'	48'	77'
		WESTBOUND									
		WB Left/Thru/U-Turn	125' (5 veh)	8'	12'	32'	53'	16'	24'	11'	16'
		WB Right	300' (12 veh)	31'	52'	34'	56'	25'	40'	18'	28'
		NORTHBOUND									
		NB Left/Thru/U-Turn	450' (18 veh)	102'	185'	89'	153'	65'	95'	71'	119'
		NB Thru/Right	450' (18 veh)	102'	185'	89'	153'	65'	95'	71'	119'
		SOUTHBOUND									
		SB Left/Thru/U-Turn	450' (18 veh)	48'	66'	96'	175'	123'	230'	92'	164'
		SB Thru/Right	450' (18 veh)	48'	66'	96'	175'	123'	230'	92'	164'
4 Alpha Drive	Two-Way Stop Control (TWSC)	EASTBOUND									
		EB Left/Thru/Right	50' (2 veh)	0'	0'	2'	3'	2'	3'	1'	2'
		WESTBOUND									
5 Century Court	Roundabout	WB Left/Thru/Right	150' (6 veh)	13'	21'	46'	87'	27'	44'	19'	31'
		EASTBOUND									
		EB Left/Thru/U-Turn	125' (5 veh)	17'	23'	24'	39'	17'	27'	10'	14'
		EB Right	225' (9 veh)	13'	19'	29'	47'	23'	38'	8'	12'
		WESTBOUND									
		WB Left/Thru/Right/U-Turn	50' (2 veh)	1'	1'	1'	1'	1'	1'	1'	1'
		NORTHBOUND									
		NB Left/Thru/U-Turn	200' (8 veh)	90'	146'	98'	187'	71'	101'	71'	101'
		NB Thru/Right	200' (8 veh)	90'	146'	98'	187'	71'	101'	71'	101'
		SOUTHBOUND									
		SB Left/Thru/U-Turn	275' (11 veh)	56'	76'	79'	141'	85'	128'	82'	120'
		SB Thru/Right	275' (11 veh)	56'	76'	79'	141'	85'	128'	82'	120'
6 Beasley Drive / Lumber Drive	TWSC	EASTBOUND									
		EB Right	325' (13 veh)	16'	24'	30'	52'	39'	70'	29'	50'
		WESTBOUND									
7 Franklin Business Park (North) / Future Werthan Circle	Roundabout	WB Right	200' (8 veh)	2'	3'	16'	25'	9'	14'	12'	18'
		WESTBOUND									
		WB Left/Right/U-Turn	150' (6 veh)	9'	13'	15'	22'	9'	13'	39'	66'
		NORTHBOUND									
		NB Thru/U-Turn	275' (11')	73'	103'	70'	97'	59'	75'	63'	88'
		NB Thru/Right	275' (11')	73'	103'	70'	97'	59'	75'	63'	88'
		SOUTHBOUND									
		SB Left/Thru/U-Turn	999' (40 veh)	50'	69'	55'	76'	60'	83'	71'	102'
8 Confederate Drive / Werthan Circle	Roundabout	SB Thru/Right	999' (40 veh)	50'	69'	55'	76'	60'	83'	71'	102'
		EASTBOUND									
		EB Left/Thru/Right/U-Turn	150' (6 veh)	17'	23'	11'	14'	7'	9'	11'	11'
		WESTBOUND									
		WB Left/Thru/Right/U-Turn	200' (8 veh)	14'	21'	19'	30'	9'	12'	9'	13'
		NORTHBOUND									
		NB Left/Thru/U-Turn	115' (4 veh)	71'	100'	66'	90'	54'	73'	65'	90'
		NB Thru/Right	115' (4 veh)	71'	100'	66'	90'	54'	73'	65'	90'
9 Carr Avenue	Stop	SOUTHBOUND									
		SB Left/Thru/U-Turn	325' (13 veh)	56'	76'	54'	74'	59'	80'	66'	71'
		SB Thru/Right	325' (13 veh)	56'	76'	54'	74'	59'	80'	66'	71'
10 Downs Boulevard	Signal	WESTBOUND									
		WB Right	175' (7 veh)	2'	3'	6'	9'	5'	7'	6'	9'
		EASTBOUND									
		EB Left	150' (6 veh)	82'	94'	76'	88'	83'	96'	100'	116'
		EB Thru	150' (6 veh)	7'	9'	5'	5'	7'	9'	5'	5'
		EB Right	350' (14 veh)	203'	237'	101'	191'	152'	257'	283'	517'
		WESTBOUND									
		WB Left	80' (3 veh)	7'	9'	9'	11'	11'	12'	13'	16'
		WB Thru/Right	80' (3 veh)	8'	10'	14'	17'	12'	14'	11'	14'
		NORTHBOUND									
		NB Left	900' (36 veh)	100'	106'	138'	167'	175'	252'	182'	227'
		NB Thru/Right	900' (36 veh)	192'	287'	176'	264'	150'	217'	198'	283'
		SOUTHBOUND									
		SB Left	150' (6 veh)	6'	9'	5'	7'	5'	7'	7'	8'
		SB Thru	450' (18 veh)	332'	547'	327'	433'	359'	480'	377'	541'
		SB Right	300' (12 veh)	27'	36'	20'	23'	23'	25'	27'	29'
11 James Avenue	Roundabout	WESTBOUND									
		WB Left/Thru/Right	125' (5 veh)	5'	9'	5'	8'	4'	7'	6'	10'



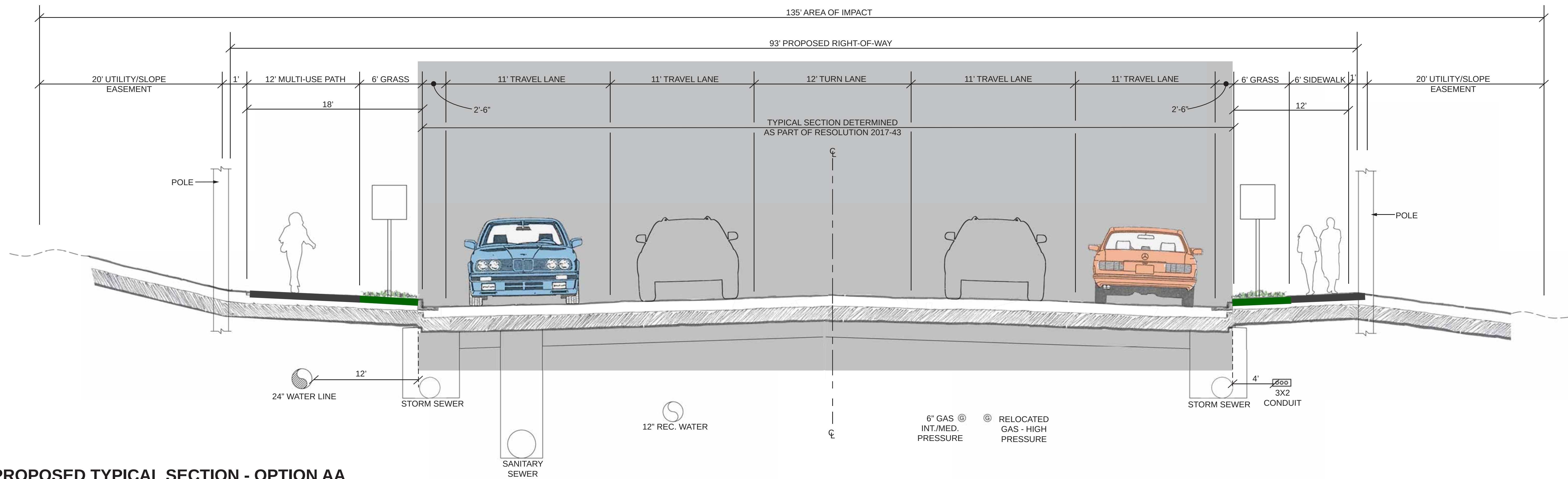
5-Lane Concept (Access Management)

Columbia Avenue Roadway Concept Franklin, Tennessee

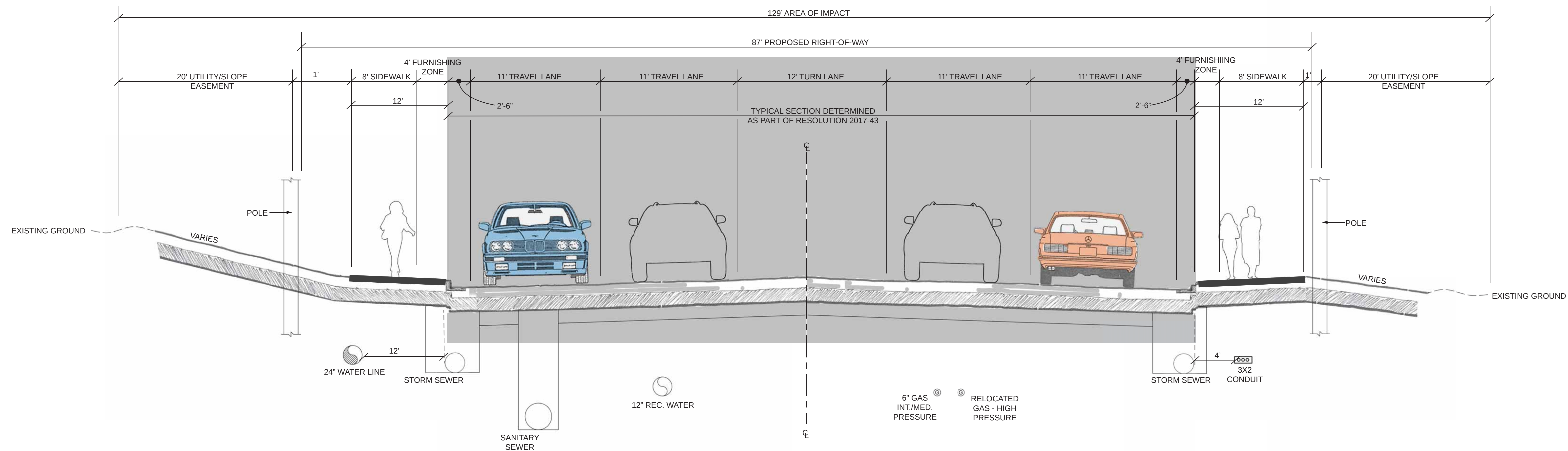




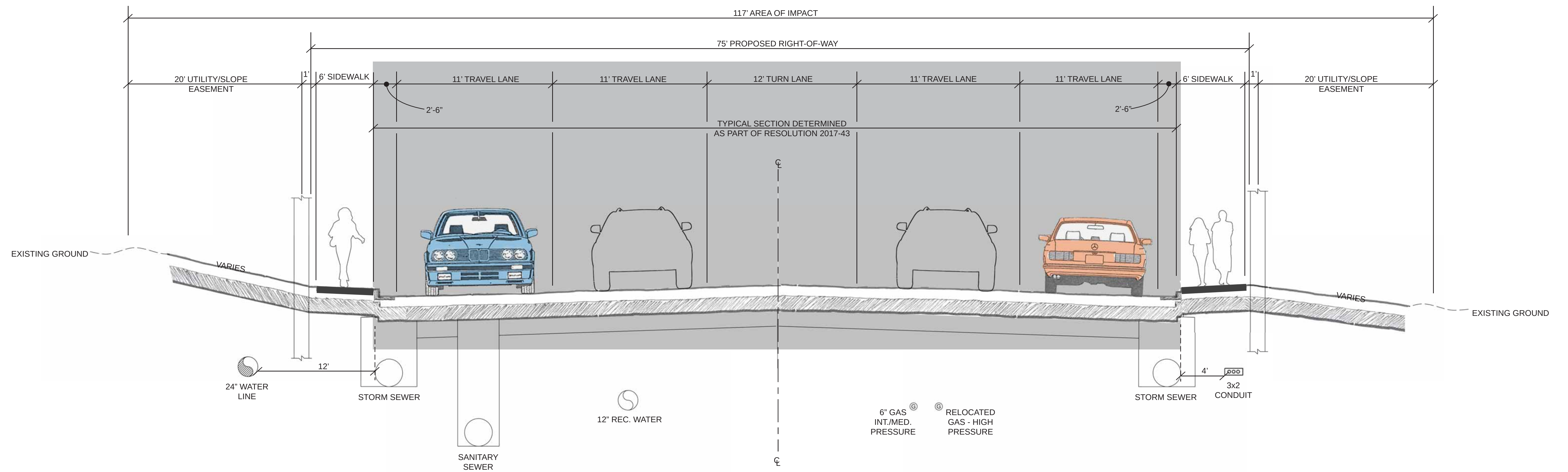
PROPOSED TYPICAL SECTION - OPTION C



PROPOSED TYPICAL SECTION - OPTION AA



PROPOSED TYPICAL SECTION - OPTION BB



PROPOSED TYPICAL SECTION - OPTION CC

ORDINANCE 2018-29

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 9 CHAPTER 2 SECTION 9-201(2) OF THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO ITINERANT MERCHANTS AND THE REMOVAL OF VEHICLES, TRAILERS, KIOSKS, STANDS, TABLES, SIGNAGE, FURNITURE, AND RELATED ANCILLARY EQUIPMENT WHEN NOT OPEN FOR BUSINESS."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to license and regulate all persons, firms, corporations, companies, and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law within the City; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that business regulations and standards must be dynamic and modified from time to time to reflect changes in recognized business methods, and safety standards necessary to preserve and promote the private and public interest.

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

SECTION I. That Title 9, Chapter 2, Section 9-201(2) of the City of Franklin Municipal Code is hereby amended and is approved to read as follows:

Definitions.

(2) *Itinerant merchant* shall mean any person who is not a mobile food vendor, and is authorized to, engages in the giving away, the selling or offering for sale, of goods, wares or merchandise, or who solicits patronage for any person, business, or service by word of mouth, to entice or persuade anyone to buy, sell or accept goods, wares, or merchandise within the corporate limits of the city, where the above-mentioned activities are conducted from a temporary or transient location with the express, written permission of the private property owner(s). For purposes of this section, "temporary or transient location" means from a stand, stall, kiosk, trailer, and/or vehicle that is temporary and removed from the property when not open for business (unless otherwise expressly permitted by the City). This section shall also apply to any and all ancillary equipment associated with the itinerant merchant, including, but not limited to, signs, tables, chairs, marketing materials, set-ups, and/or trash bins.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any itinerant merchant permit application received by the Building and Neighborhood Services Department from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy, Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2018-29

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 9 CHAPTER 2 SECTION 9-201(2) OF THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO ITINERANT MERCHANTS AND THE REMOVAL OF VEHICLES, TRAILERS, KIOSKS, STANDS, TABLES, SIGNAGE, FURNITURE, AND RELATED ANCILLARY EQUIPMENT WHEN NOT OPEN FOR BUSINESS."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to license and regulate all persons, firms, corporations, companies, and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law within the City; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that business regulations and standards must be dynamic and modified from time to time to reflect changes in recognized business methods, and safety standards necessary to preserve and promote the private and public interest.

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

SECTION I. That Title 9, Chapter 2, Section 9-201(2) of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

Definitions.

(2) *Itinerant merchant* shall mean any person who **is not a mobile food vendor, and is authorized to**, engages in the giving away, the selling or offering for sale, of goods, wares or merchandise, or who solicits patronage for any person, business, or service by word of mouth, ~~gesture, or by use of electrical, mechanical or sound-making devices~~, to entice or persuade anyone to buy, sell or accept goods, wares, or merchandise within the corporate limits of the city, where the above-mentioned activities are conducted from a temporary or transient location **with the express, written permission of the private property owner(s). For purposes of this section, "temporary or transient location" means from a stand, stall, kiosk, trailer, and/or vehicle that is temporary and removed from the property when not open for business (unless otherwise expressly permitted by the City). This section shall also apply to any and all ancillary equipment associated with the itinerant merchant, including, but not limited to, signs, tables, chairs, marketing materials, set-ups, and/or trash bins.**

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any

one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any itinerant merchant permit application received by the Building and Neighborhood Services Department from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy, Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2018-18

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 9 CHAPTER 2 SECTION 9-201(2) OF THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO ITINERANT MERCHANTS AND THE REMOVAL OF VEHICLES, TRAILERS, KIOSKS, STANDS, TABLES, SIGNAGE, FURNITURE, AND RELATED ANCILLARY EQUIPMENT WHEN NOT OPEN FOR BUSINESS."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to license and regulate all persons, firms, corporations, companies, and associations engaged in any business, occupation, calling, profession, or trade not forbidden by law within the City; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that business regulations and standards must be dynamic and modified from time to time to reflect changes in recognized business methods, and safety standards necessary to preserve and promote the private and public interest.

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

SECTION I. That Title 9, Chapter 2, Section 9-201(2) of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in bold; and is approved to read as follows:

Definitions.

(2) *Itinerant merchant* shall mean any person who is not a mobile food vendor, and is authorized to, engages in the giving away, the selling or offering for sale, of goods, wares or merchandise, or who solicits patronage for any person, business, or service by word of mouth, ~~gesture, or by use of electrical, mechanical or sound-making devices~~, to entice or persuade anyone to buy, sell or accept goods, wares, or merchandise within the corporate limits of the city, where the above-mentioned activities are conducted from a temporary or transient location with the express, written permission of the private property owner(s). For purposes of this section, "temporary or transient location" means from a stand, stall, kiosk, trailer, and/or vehicle that is temporary and removed from the property when not open for business (unless otherwise expressly permitted by the City). This section shall also apply to any and all ancillary equipment associated with the itinerant merchant, including, but not limited to, signs, tables, chairs, marketing materials, set-ups, and/or trash bins.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any

one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any itinerant merchant permit application received by the Building and Neighborhood Services Department from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy, Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____



FOOD ON WHEELS: Mobile Vending Goes Mainstream





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Executive Summary

Mobile food vending generates approximately \$650 million in revenue annually.¹ The industry is projected to account for approximately \$2.7 billion in food revenue over the next five years, but unfortunately, most cities are legally ill-equipped to harness this expansion. Many city ordinances were written decades ago, with a different type of mobile food supplier in mind, like ice cream trucks, hot dog carts, sidewalk peddlers, and similar operators. Modern mobile vending is a substantial departure from the vending typically assumed in outdated local regulations. Vendors utilize large vehicles packed with high-tech cooking equipment and sanitation devices to provide sophisticated, safe food usually prepared to order.

Increasingly, city leaders are recognizing that food trucks are here to stay. They also recognize that there is no “one size fits all” prescription for how to most effectively incorporate food trucks into the fabric of a community. With the intent of helping city leaders with this task, this guide examines the following questions: What policy options do local governments have to regulate food trucks? What is the best way to incorporate food trucks into the fabric of a city, taking into account the preferences of all stakeholders?

Thirteen cities of varying size and geographic location were analyzed for this study. Information on vending regulations within each of these cities was collected and analyzed, and supplemented with semi-structured interviews with city staff and food truck vendors.

Based on recurring themes and commonalities, regulations are grouped into four policy areas:

- **Economic activity:** this policy area provides insight into aspects of food truck regulation that could potentially enhance economic development, and looks at specific processes that can be barriers to market entry. Two areas of regulation that impact economic activity - streamlining and permit costs – are examined, with recommendations provided for each.
 - **Public space:** mobile vending takes place on both public and private property, but public property presents a unique set of challenges. With the rapid expansion of food trucks, there is increased demand for limited space, which increases the likelihood of conflicting interests and encroaches upon the ability of stakeholders to maximize the advantages that public space can offer. Time constraints, proximity rules, and geographic limitations related to density are examined here, with recommendations provided for each.
 - **Public health:** this is one of the most basic concerns regarding mobile vending. All stakeholders realize the need for comprehensive regulations around sanitation and food safety. These issues should be addressed within a regulatory framework that is cost-efficient, thorough, and results in a streamlined process for all stakeholders.
 - **Public safety:** public safety is a key reason why many cities began regulating food trucks. Regulations examined here include private property, vending near schools, and pedestrian safety, with recommendations provided for each.
-

All of the recommendations in this guide include regulatory best practices that are currently in place in the selected cities. These best practices provide a balance of the concerns and interests of the four stakeholder groups identified in this report: (1) mobile vendors (this term is used interchangeably with 'food truck' throughout the guide) and food truck/industry associations, (2) restaurants and restaurant associations, (3) the community, and (4) city government.

In addition, five overall recommendations for cities looking to update their regulations for mobile vending are also included:

- 1. Hold Town Hall Forums and Private Meetings with Core Stakeholders.**
- 2. Encourage Dialogue and the Building of Relationships Among Competing Stakeholders.**
- 3. Implement Pilot Programs to Determine What Regulations to Adopt.**
- 4. Use Targeted Practices as a Way to Address Underserved Areas of the City.**
- 5. Identify Private Vacant Lots and Create Partnerships for Mobile Vendors to Gather and Vend in the Same Location.**

The recommendations included here are intended to be flexible enough to accommodate different circumstances, but logical enough to provide useful guidance to local leaders interested in integrating food trucks into city life for the benefit of both their residents and existing businesses.

Introduction

Mobile vending has grown considerably in recent years, generating approximately \$650 million in revenue annually.² The rapid expansion of mobile vending, or food trucks, is attributed to residents' desire for quality, value, and speed; an appreciation for fresh, local food; and a preference for small and sustainable business. As such, mobile vending is also commonly used as a means to expand economic opportunity, and enrich communities by improving access to goods and produce not otherwise available through area merchants. The recent recession has also made food trucks an appealing option for hopeful restaurateurs, as they are an easier and more cost-friendly alternative to opening a brick and mortar restaurant. Many entrepreneurs have capitalized on the mobile vending industry, creating opportunities for self-sufficiency and upward mobility.³

The mobile vending industry is on pace to quadruple its revenue stream over the next five years, but unfortunately, most cities are legally ill-equipped to harness this expansion. Many city ordinances were written decades ago, with a different type of mobile food supplier in mind, like ice cream trucks, hot dog carts, sidewalk peddlers, and similar operators.

Modern mobile vending is a substantial departure from the vending typically assumed in outdated local regulations. Vendors utilize large vehicles packed with high-tech cooking equipment and sanitation devices to provide sophisticated, safe food usually prepared to order. Food trucks also take up a significant amount of space, require more safety and health oversight, cater to a different customer than the aforementioned types of mobile vendors, and have a more challenging relationship with brick and mortar restaurants and other vendors.

Advocates of stricter regulations generally assert that mobile vending congests sidewalks and streets, are unsanitary, and diminish urban quality of life. Regulations that currently impede mobile vending operations in U.S. cities commonly include public property bans, restricted zones, proximity bans, and duration restrictions. Supporters tend to argue that food trucks provide affordable, high quality food, rejuvenate public space, and fairly compete with size and open-air limitations. City officials have to balance these interests by regulating food and traffic safety without impeding the creativity and innovation of this popular market, but because the industry is so new, there are few examples of the best ways to amend existing provisions or adopt new laws.

The purpose of this guide is to offer best practices and recommendations to city leaders about how they can most effectively take advantage of the benefits of food trucks, while balancing the need to regulate growth and account for the concerns of key stakeholders: food trucks, restaurants, residents, and city government. It includes an analysis of food truck policies and regulations, specifically as they relate to four policy areas:

- Economic activity
 - Public space
 - Public health
 - Public safety
-

The guide also includes recommendations on mobile vending policy and regulatory development for cities of all sizes. Using this guide, local leaders will be able to better understand the policy options local governments have for regulating food trucks, and determine the best way to incorporate food trucks into the fabric of a city while taking into account the preferences of all stakeholders.

Selection of Cities

This guide analyzes mobile vending regulations across 13 cities, based on population density, presence of local food truck industry, and availability of mobile vending regulations. Figure 1 shows the cities that are included in the guide.

Very large cities like New York City and San Francisco were not included on the basis that conclusions drawn from analyzing their regulations would not be generalizable to most other cities.

Figure 1: Selection of cities

Cities (population density)



Stakeholders and Stakeholder Values

Stakeholders are identified as: (1) mobile vendors (this term is used interchangeably with food trucks here) and food truck/industry associations, (2) restaurants and restaurant associations, (3) the community at large, and (4) city government. For food truck vendors, it is assumed they would prefer an approach of looser regulations, clear, narrowly tailored laws, and streamlined procedures. For restaurants, it is assumed they favor stricter regulations that limit competition from food truck vendors. Although values are likely to vary among different community groups, it is assumed that — in general — community members hold quality of life concerns, including fear of negative spillovers (congestion, noise, pollution, etc.) as primary concerns, but also harbor a strong desire for community vibrancy. At the same time, community members generally prefer more food options to fewer. For city government, balancing the interests of stakeholders is a key priority, but so is a desire for economic vibrancy and revitalization, administrative ease, effective enforcement through regulatory clarity, and options that are budget friendly and cost-effective.

LOW POPULATION DENSITY

Durham, NC
New Orleans, LA
Indianapolis, IN
Atlanta, GA
Austin, TX

MODERATE POPULATION DENSITY

Cincinnati, OH
Denver, CO
Las Vegas, NV
Portland, OR
St. Louis, MO

HIGH POPULATION DENSITY

Oakland, CA
Washington, DC
Boston, MA

Economic Activity

This policy area provides insight into aspects of food truck regulation that could potentially enhance economic development, and specific processes that can be barriers to market entry. This section covers two topics that impact economic activity - streamlining and cost of permits for food trucks - and explores how these issues impact the various stakeholder groups.



Streamlining

Regulations that dictate how centralized the mobile vending permitting process is can greatly impact mobile vendors' level of access to a city's economic activity, as they determine how easy or difficult it is to gain permits and licenses.

Stakeholder Concerns

For food trucks, one of the key objectives is to earn revenue. For brick and mortar restaurants, their goal is the same, and the level of competition food trucks create or are perceived to create can be of concern. For the community and city, creating opportunities for economic development is a key priority because it raises tax revenue, vibrancy, and creates a level of attractiveness for business and residents as well as for the city as a whole.

Having a more centralized process for permitting generally allows vendors greater ease in entering the mobile vending arena by reducing the number of city departments they must interact with and receive

approval from. Centralizing the process also reduces the number of intra-department communications. A streamlined process benefits both the mobile vendors and city staff directly, as it diminishes the amount of work for each. Although to be fair, it increases the level of work for whichever department is tasked with overseeing mobile vending permitting process. For the community, a centralized process is in their best interest as it helps to create more efficiency, a greater potential for economic development and ultimately, raise more revenue for the city.

Regulatory Trends

The majority of the cities included here do not have a centralized permitting process in place; they use multiple city departments to permit and license various aspects of the mobile vending business. For instance, mobile vendors must apply for and receive a health permit that inspects the sanitation and food safety of a mobile vending vehicle, a traditional business license, and at times a zoning license and a safety permit. Although the number of permits and departments involved may vary, there is a trend of three to five departments and three to five permits that are typically involved in the permitting process for mobile vendors. Three cities use three departments, four use four or more. Only three cities have centralized the process into one city department for all city permits. Although these cities have centralized the part of the permitting process they control, there is still a need for a county health permit.

Recommendation

Making the permitting process more streamlined has positive impacts on both mobile vendors and city staff. Austin and Cincinnati's streamlined permitting processes can be used as models by other cities looking to implement a more centralized mobile vending permitting process. Austin's comprehensive set of requirements can be found on the city's official government website, and contains everything the vendor needs, including:

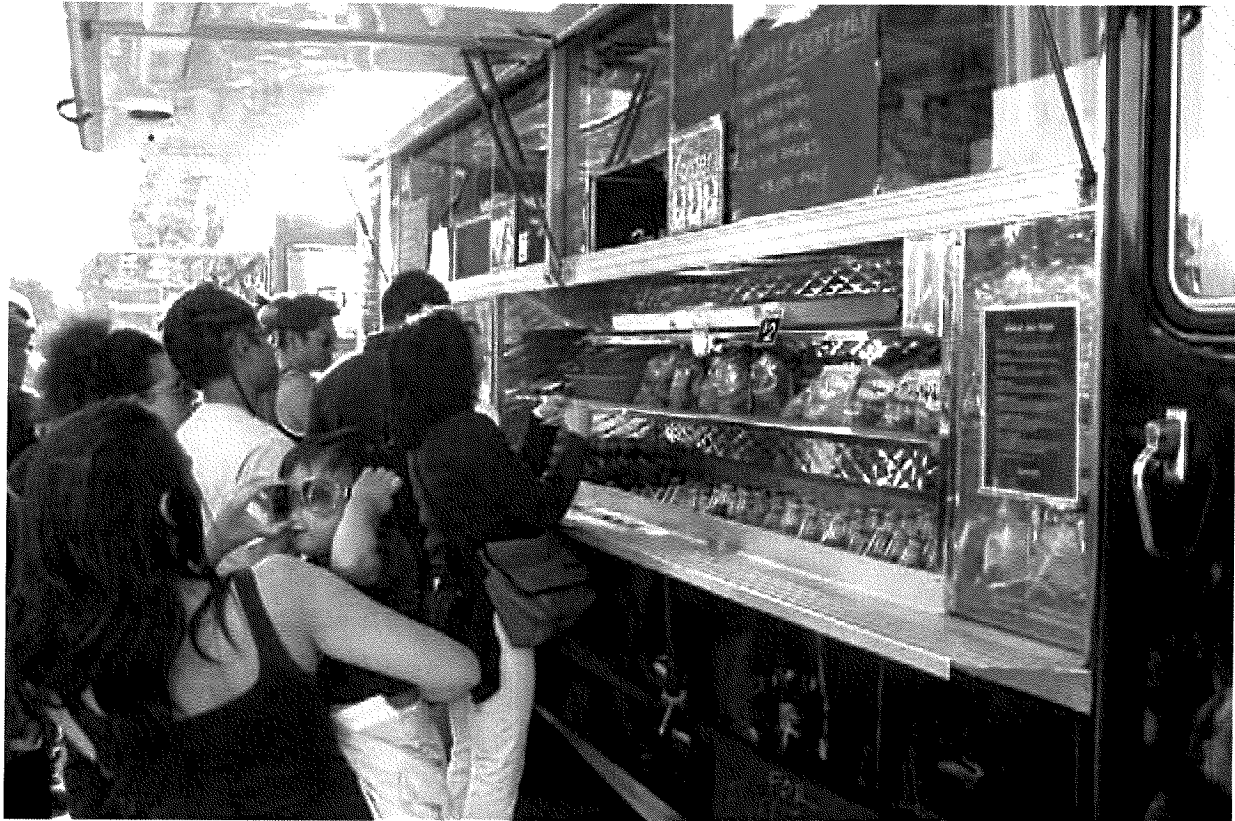
- Mobile Food Vendor Permit form, including the cost of the permit,
- Checklist of additional permit requirements for mobile vendors (with exact descriptions of what is expected and who to contact if there are any questions),
- Mobile Vending Unit Physical Inspection Checklist (includes 14 requirements ranging from a current license plate to the specifications of the sinks),
- List of mobile food vendor responsibilities including the signature of the certified food manager/food handler, the responsibilities of the central preparation facility (the commissary), and the restroom facility agreement.⁴

Austin's webpage is clear and concise. It has detachable forms and blank spots for the necessary signatures, with instructions regarding who to contact to obtain those signatures, specifics about the actual schematics of the truck components required for food preparation and handling safety, and perhaps best of all, nowhere does it suggest to refer to a subsection of some code or statute not included in the document.

As of January 2013, the Cincinnati Department of Health is solely responsible for the city's permitting process, application process, and payments associated with the city's mobile food vending.⁵ This change was an effort to streamline the permitting process and give food truck owners a one-stop shop for all their licensing needs.

Cost of Permitting

The actual cost of permitting plays a role in would-be mobile vendors' decision-making process about whether or not to start a business. One of the most basic barriers to entry for many potential entrepreneurs is start-up costs, which include permitting fees.



Stakeholder Concerns

This issue impacts all stakeholder groups. On the vendor side, high permitting costs can serve as a barrier to entry. On the city government and community side, it can mean either an increase in revenue (from the actual permit) or a decrease in revenue (if cost deters some vendors from applying for a permit(s)). For mobile vendors, their self-interest is to keep the costs of permitting low so that there is an ease of entry into the market. For brick and mortar restaurants that believe mobile vendors are their competition, their interests lie in keeping the costs high to keep the number of mobile vendors low. City staff want to keep costs high enough to raise revenue, but low enough to keep the amount of mobile vendors growing. For the community, their interests are much the same as city staff - to find the balance between raising costs enough to maximize fees while not increasing them to the extent that they become a deterrent for mobile vendors.

Regulatory Trends

For the cities included in this guide, the cost of permitting fees ranged from \$110 - \$1,500 annually. Although the amount of permits required and the cost for each vary depending on city, the majority of cities fall either within either the \$150-\$400 (five cities) or \$1,000+ range (five cities).

Recommendation

Permit fees should be high enough to generate revenue that off-sets at least some of the costs produced by the presence of food trucks, but not so high that they discourage potential business owners from entering the market. The actual amount is contextually determined, as budgets and administrative expenses vary depending on the city.

Below are examples of permitting costs in three cities:

- Durham: \$75 for a yearly permit (not including health permit costs).
- New Orleans: Annual mobile vending permit fee - \$305.25, Occupational license - \$150.00, Mayoralty permit - \$100.25, Sales tax deposit - \$50.00, and Identification card - \$5.00, totaling \$610.50.
- St. Louis: \$500 mobile vending permit fee to the Director of Streets, a \$200 licensing fee (and \$20 for each employee) to the License Collector, and \$130-\$310 (depending on type of food served) for a health permit to the Director of Health.

Public Space

Mobile vending takes place on both public and private property, but public property presents a unique set of challenges. Flexible access can lead to over-utilization, which in turn can produce unwanted congestion, pollution, and conflicts between different stakeholders trying to use the space at the same time.⁶

With the rapid expansion of the food truck scene, there is increased demand for limited space, which increases the likelihood of unwanted externalities and encroaches upon the ability of other stakeholders to maximize the advantages that public space can offer. In most cases, cities are tasked with managing this property, which includes balancing the needs of all interested parties, diminishing negative externalities, and otherwise preserving the integrity of the space. They are also trying to find appropriate ways to address the higher demand.



This section looks at three issues related to public space: time constraints, proximity rules, and geographic limitations related to density. A variety of approaches are recommended for dealing with these issues that balance stakeholder needs and take into account context and other practicalities.

Time Constraints

One set of regulations that impacts the use of public space for mobile vendors is how much time food trucks are allowed to park and vend in one location.

Stakeholder Concerns

Shorter time limits translate to less time for vendors to sell in one spot, which favors competing stakeholders like restaurants, since less time means less competition. Time limitations have both advantages and disadvantages for members of the public - less time means fewer choices for consumers but it also means less congestion and more parking options. For the city, the issue is also a mixed bag. Longer time limits mean vendors are easier to track down, since they are in fewer spots throughout the day. At the same time, longer time limits have the potential to reduce patronage at area restaurants. Moderate time limits, such as four to five hours, are often the preferred approach for cities, since they usually produce the most balanced results (from a stakeholder perspective).

Regulatory Trends

Most of the cities included in this guide favor moderate or less restrictive parking durations. Five cities have no time limits, while three currently have durations of 45 minutes or less. The rest have provisions of four or five hours. It is worth noting that cities with more restrictive limits often have lax enforcement of these regulations.

Recommendations

Time limits of four hours or longer are recommended. Vendors need approximately one hour to set-up and pack-up once they are done with selling. As a result, anything less than four hours leaves vendors with only one to two hours of actual vending time. Moreover, it is more difficult for city staff to track food trucks for safety or health purposes when they are in several locations throughout the day. However, an unlimited approach may not be feasible in denser regions, where restaurants and other established businesses, pedestrian traffic, and congestion are more significant factors. This four hour or more time limit is included in regulatory amendments and council suggestions of various cities, including Oakland and Durham.

Oakland has a five hour time limit. Originally, the city had a two hour limit for one location. This left little time to actually sell food before having to move again. Vendors complained about the restriction, and were successful in getting it changed to five hours.⁷ Originally, Durham had a regulation on the books that required mobile vendors to move 60 feet every 15 minutes. The police did not enforce this provision because the number of trucks was not large enough to create much conflict with other stakeholders. As the number of trucks started to increase around 2010, push back began, particularly among restaurants that insisted the police enforce the 15-minute rule. This prompted the city to consider amending the rules to more effectively address modern vending. The Town Hall meetings on the topic were well attended, not only by key stakeholders but also by members of the public. Durham is a town with strong public support for small businesses, and regulations that would make vending easier were favored. In late 2012, the rules were amended, and included a repeal of the 15-minute provision. No additional time constraints were adopted, and as a result, food trucks can vend in one location for an unlimited amount of time.⁸

Unlike Durham and Oakland, Atlanta's provision of 30 minutes in no more than two locations per day has not been successfully challenged. Since the 2013 NCAA Final Four basketball game, vending on public property is completely prohibited. Before this, vending in public space was very limited, based on history that dates back to the 1996 Summer Olympics in Atlanta and the more recent contracting

out to a private company the responsibility of mobile vendor management.⁹ Virtually all mobile vending takes place on private property, where the 30-minute rule does not apply.

Proximity Restrictions

This refers to regulations that designate a certain amount of distance that must be maintained between food trucks and other establishments, people, or infrastructure. This section is primarily concerned with the distance restrictions between food trucks and restaurants that impact the use of public space. The limits that concern distance from pedestrians or infrastructure are addressed in other parts of this guide. The cities included here have adopted a variety of proximity requirements.

Stakeholder Concerns

Greater distance requirements favor restaurants and other established businesses, and are a mixed bag for residents for the same reasons discussed under time constraints. Larger proximity rules disadvantage mobile vendors because it reduces the number of places to sell, particularly where clusters of restaurants exist, which are often denser areas with more pedestrian traffic. Many cities prefer a moderate approach in regards to proximity restrictions, since such regulations usually balance competing stakeholder needs most effectively. Unlike parking, there are no tracking advantages related to distance requirements, but such regulations do impact where vendors conduct their business, which means the city still has to deal with congestion and other spillover concerns, particularly in denser regions.

Regulatory Trends

Similar to time constraints, the cities included here have largely moderate or lenient proximity restrictions. Six or seven have no restrictions, or relatively short distances, and four of the cities occupy the middle ground, with 150-200 foot requirements. Only one, New Orleans, has a restriction of 600 feet. New Orleans has a proposal to shorten the distance to 50 feet, but there has been resistance to this proposal from some city council members and the Louisiana Restaurant Association.¹⁰

Recommendations

Proximity restrictions should be no more than 200 feet at the high end. Density issues may call for a tiered structure, or for abandoning proximity altogether. One of the problems with adopting an explicit distance rule is that a “one size fits all” approach ignores context. Three hundred feet may make sense in less dense areas of a city, but such a distance is impractical in very dense neighborhoods. A city right-of-way, with multiple restaurants on both sides of the street where the distance between each side may be less than 300 feet, makes the area entirely off limits to mobile vending. As such, cities may want to loosen or abandon proximity rules in dense neighborhoods with a great deal of commercial and residential activity. A tiered model, where the distance requirements are shortened for denser neighborhoods and widened for others is also an option.

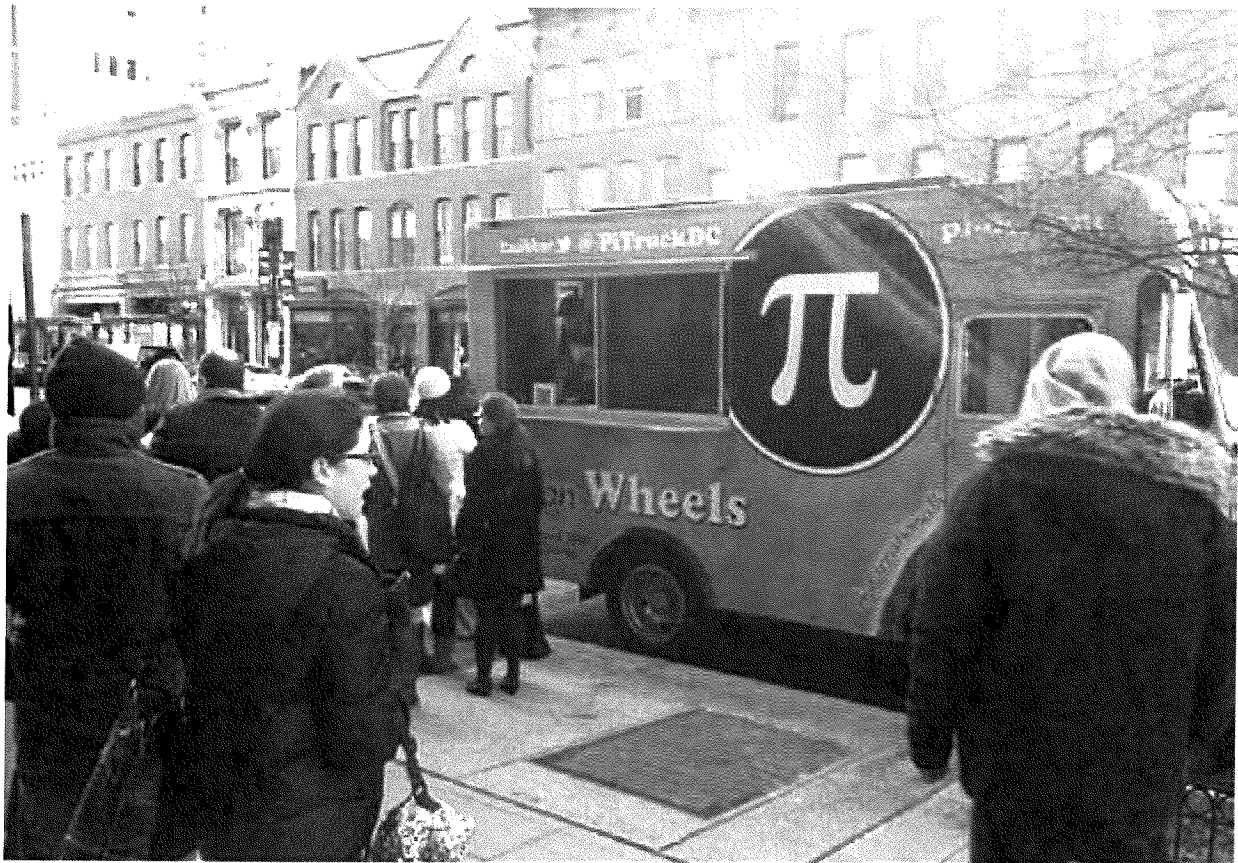
As the food truck scene has expanded within the last few years in St. Louis, conflicts between restaurants and food trucks have surfaced. In order to quell the rising tension, the St. Louis Department of Streets enacted a 200 foot rule.¹¹ Durham has adopted a 50 foot rule.¹²

Geographic Limitations Associated with Density

Another set of regulations relate to whether vending is permitted in particular segments of public space. Unlike proximity restrictions, these provisions concern access to fixed locations.

Stakeholder Concerns

Like the above issues, the more restrictive provisions advantage established businesses like restaurants, while working against the interests of food trucks. Constraints on the number of places open for selling tend to be more prevalent in denser areas of cities due to the much greater number of players utilizing the space at the same time. These are usually core downtowns where a large number and variety of established businesses and residences are located in close proximity to each other within a relatively limited area. Again, for cities, moderate approaches are generally the best at balancing stakeholder interests. Like parking durations, tracking issues come up here as well. Limiting vending to certain locations makes it easier for cities to find vendors, but might hinder economic growth and opportunity.



Regulatory Trends

Of the cities included here, most currently embrace a patchwork approach, wherein vending is limited to certain zones, districts, parking spaces, or limits on operation in the Central Business District (CBD). Three have lenient provisions, where few public spaces are off limits, while another three are on the more restrictive side, with outright bans on public space or CBD vending.

Recommendations

The greater the density of the area, the greater the case for more restrictions, but an outright ban on all mobile vending is not suggested unless the circumstances are exceptional. For a city like Durham, heavy-handed zoning constraints make little sense, as the interests of other stakeholders are only modestly compromised compared to denser areas, there are fewer negative spillover threats, city residents are given more choice without substantively higher safety concerns, and vendors are given more flexibility to choose where to operate. As a result, street right-of-ways and core downtown parks are open for vending.¹³ In denser cities, the compromises that other stakeholders must make and the risk of negative externalities are increased, suggesting a more moderate regulatory framework should be implemented that requires all parties to relinquish some freedoms without entirely excluding them from the space. One option is the approach taken by Denver, where only the densest section of downtown is off limits to food trucks. Vendors are barred from selling in a section of the southwestern corner of downtown, which is roughly seven by nine blocks. Vendors must also maintain a 300 foot distance from all public parks, unless a special event is taking place, and then they must obtain permission from the city to participate.

Another approach is a lottery or first-come, first-serve system that allows a restricted number of parking spaces or sections of right-of-way to be set aside for mobile vending. Las Vegas currently has a pilot program that adopts a version of this (three spaces are being set aside downtown for food trucks only).¹⁴ Washington, DC is also in the process of establishing a lottery system to increase efficiency and safety, and to balance the competing needs of residents. There could also be higher permit or parking fees associated with more heavily trafficked areas.

Areas where vending is allowed must be clearly delineated and easy to decipher. Several cities have regulations that make it difficult to easily discern permitted regions from unpermitted ones. The patchwork of restricted and unrestricted space (both public and private) in Denver, for example, has made knowing where to lawfully operate challenging for city vendors. Regulations that clearly define permitted areas are needed. Distinctions between public and private regulations should also be clear and transparent. A map that explicitly labels the areas where vendors are allowed to operate would be a helpful tool for all stakeholders.

If the political climate or density issues make it difficult to relax restrictions on public space, cities could consider making private space in less dense areas easier for vendors to access. Atlanta has a unique history that has produced provisions that greatly restrict vending on public property, and most recently, an outright ban by the Mayor Kasim Reed. To alleviate the impact of this restriction on mobile vending, Councilmember Kwanza Hall and others have worked to make vending on private property easier. A provision that originally required food trucks to maintain a distance of 1,500 feet from restaurants when at least two mobile vendors are selling on private property was amended to shorten the distance to 200 feet.¹⁵ Trucks have adapted to the ban on public property by moving into private space, and this has kept mobile vending alive in Atlanta.

Public Health

One of the most intrinsic and logical concerns regarding food trucks, and one that has been a basic consideration since their inception, is public health. All stakeholders realize the need to address sanitation and food safety. The role of health departments and increasingly, commissaries should be continually reevaluated to address these concerns within a regulatory framework that is cost-efficient, thorough but not onerous, and results in a streamlined process with outcomes that provide for the wellbeing of all stakeholders.

Sanitation

Sanitation refers to food trucks' proper cleaning of preparation utensils and disposal of garbage, wastewater (gray water) and remnants of grease traps. Unlike the variety of procedural approaches taken by cities within the sphere of public space, the guidelines adopted for sanitation tend to be similar across cities.

Atlanta's rules provide a typical example of the sanitation provisions that exist in most cities. Mobile food units must have a trashcan that is at least 30 gallons, and it must be emptied at the commissary. Two sinks are required - a three-compartment equipment sink (for washing dishes, etc.) and another sink for washing hands. A wastewater tank that has a 15 percent larger capacity than the potable water tank is also required. To prevent contamination, the connections for each must be distinguishable, and the wastewater tank must be lower than the potable tank.¹⁶ Atlanta is also typical of many cities in that the health code is state law. As such, cities are unable to craft law; they can only enforce provisions established at the state level.

Recommendation

Cities looking to adopt sanitation regulations for mobile vendors should adhere to the standard requirements in cities with an already established food truck industry. These regulations can be found on almost any city government website; Austin has particularly clear processes.¹⁷ Since many cities are unable to enact their own sanitation laws, they may want to articulate their need and concerns to the state legislature when appropriate.

Food Safety

Not surprisingly, the specifics of food safety do not vary that much from city to city. The guidelines for the cities profiled in this guide are common sense and fairly straightforward.

For example, in Atlanta, mobile vendors are mandated to have a "Certified Food Safety Manager" (CFSM). The CFSM could be the owner or an operator; whoever is selected must complete a food safety-training program and pass a "professionally validated" CFSM exam. The mobile unit must always have a designated Person in Charge (PIC). This will be the CFSM when present. When absent,

the CFSM must designate someone else as the PIC. During Health Authority inspections, the PIC may be asked to demonstrate their “knowledge of foodborne disease prevention,” for example. The Food Code lists a variety of ways this can be shown, such as demonstrating knowledge of how to properly handle food, among other things.¹⁸



Recommendation

State laws often require mobile vendors to adhere to the same food safety regulations that are applied to brick-and-mortar restaurants. This is an effective way to promote proper food handling and accountability. Many vendors report that they actually appreciate the standards because they serve to combat the “roach coach” stereotype. Brian Bottger, a food truck vendor in Durham, is one of these operators. He likes that he can confidently tell patrons that his truck is held to the same health standards as restaurants.¹⁹

Role of Commissaries

One of the most promising and more diversified aspects of mobile food vending is the commissary, a food truck “home base” of sorts. Commissaries are fixed location kitchens where food must be prepped before being loaded onto the truck for cooking and selling. They often operate as storage for various ingredients as well.

Stakeholder Concerns

All stakeholders can benefit from the appropriate utilization of commissaries. If more than one truck may operate out of a commissary, city employees, whether collecting licensing and permit documents and fees, or performing routine inspections for maintaining sanitation and public health standards, have fewer places to visit and can more easily streamline their permit review and inspection process.

Food truck owners can reap the benefits of the economies of scale that commissaries provide. Compliance with many of the regulatory burdens food trucks face are less expensive when shared by several owners; mobile vendors can also be assured that they are doing their due diligence with regards to regulations, which if not properly followed could mean large fines and even the possibility of being shut down. Commissaries provide new vendors with a central facility to get all the information they need to operate. This can save a significant amount of time and cost, especially when city business codes are difficult to track down. They may also benefit by not having to shoulder the full responsibility for compliance; if they sign a contract with a commissary, it may become the commissary operator's responsibility to see that compliance is achieved.

Commissaries provide brick-and-mortar restaurant owners with the assurance that food trucks are being held to the same standards and inspections as they are. Lastly, the general public can rest easy knowing that commissaries cut down on the number of unregulated mobile vendors and that health concerns are addressed in a thorough and efficient manner (when considering taxpayer monies spent on health departments).

Regulatory Trends

All of the cities included in this guide have a commissary requirement. Boston requires proof that food trucks are serviced by a mobile food vending commissary and that mobile vendors keep accurate logs indicating that the food truck is serviced at least twice daily by a mobile food commissary for all food, water and supplies, and for all cleaning and servicing operations. In Washington, D.C., all vendors must maintain access to an approved depot location. A copy of the license for the service support facility and/or a recent inspection report is required to be presented. In St. Louis and Denver, trucks must operate from a commissary and report there once a day to clean all supplies and servicing operations.

Recommendations

Mobile vendors should embrace the use of commissaries. It is recommended that cities adopt an approach similar to the ones employed in Austin and Durham, where all food trucks must have a contract with a commissary, but more than one food truck may be associated with a single commissary.²⁰ Food trucks may also negotiate with restaurants to utilize (and pay) them as places to dispose of waste. These contracts foster a sense of community and keep conflicts to a minimum. In Durham, multiple mobile vendors are also able to use a single commissary.

This approach best satisfies the concerns of all stakeholders. The regulation is not terribly onerous to the food truck operators, but still ensures food safety, which the public and the city may be concerned about. It helps give the impression that food trucks are being held to the same standards, which restaurants appreciate; and makes it easier for local food safety enforcement officials to do their job.

Public Safety

Public safety is a key reason why many cities began regulating food trucks. Issues around public safety include private property, vending near schools, and pedestrian safety.



Private Property

Private property options for mobile vendors create opportunities for businesses to extend their market reach, particularly for denser cities or those with very little public space (consider the Atlanta case discussed under public space). The cities included here have adopted a variety of regulatory models to address private space. In some cases, they practice a more informal approach, allowing food truck operators to gain a private space permit and conduct business without further regulatory strings attached. Others restrict mobile vending operations solely to private property. Equally important are existing zoning codes applied to private property that may or may not be zoned for vending.

Stakeholder Concerns

Standard public safety practices used in other city regulatory affairs (within the realm of private property) ought to lead the dialogue and development of relevant rules that empower proprietors to observe

and enforce appropriate safety measures on their property, and communicate those measures with mobile vendors. For cities, responsibility of property maintenance is lessened and is likely to fall on the shoulders of vendors and property owners, who will determine ways to address sanitation, safety, and property upkeep. Mobile vendors generally appreciate the flexibility that private space has to offer, e.g. fewer time restrictions and less government involvement in their daily operations.

Regulatory Trends

When examined through the lens of public safety, the cities selected have adopted a variety of regulatory models to deal with private property. Seven cities had rules regarding private property. Two cities lacked specifics on the issue, perhaps because they do not allow vendors to operate in private space in general. Cities that allow the use of private property for mobile vending have designated specific private zones where food trucks can operate to ensure public safety.

Recommendations

The adoption of more lenient regulatory language is generally the preferred approach for food trucks on private property, with the exception of denser regions. Owners of private property have the power to control what takes place on their land, including the ability to exclude whomever they choose. The issue at stake is not how to best balance the needs of various parties that have access to the land, as it is with public space. Instead, the emphasis shifts to reducing any negative externalities that might spillover onto adjacent or neighboring properties, particularly if an owner grants permission to multiple vendors.



As such, a regulatory framework that is generally less restrictive than for public property is appropriate as long as the owners grant permission for their land to be used by mobile vendors. However, since there is a greater danger of negative externalities when private property is located in denser areas, a modestly more regulated structure may be called for within these regions.

In Indianapolis, few regulations limit mobile vending business on private property. While the time-frame for vending on public space is limited to between 10am and 6pm, a business can get a permit for operating on private property and simply park at parking meters for the same rate as personal vehicles.²¹ The majority of Portland's mobile vending occurs on private property, particularly surface parking lots.²² A zoning permit may be required for development associated with a mobile vending cart, such as changes to an existing parking area, landscaping, and drive-through facilities. Vending carts over 16 feet in length, with or without wheels, are considered Heavy Trucks by the Zoning Code, and are not allowed in certain zones.²³

Vending Near Schools

Mobile vendors encounter several public safety issues when deciding to operate near schools. Issues of concern include traffic-related safety, increased chances of interaction with predators that may be waiting for children to step off public property, and whether the food offered by mobile vendors meets school food safety standards.²⁴

Stakeholders

Mobile vendors are beginning to recognize the potential opportunity to expand the food options available to local secondary schools and simultaneously capture a new, steady stream of customers, but they may be met with opposition from school administrators and parents who see their presence as a threat to safety and may view their menu options as potentially unhealthy. Cities looking to regulate vending near schools must determine the best precautionary measures in terms of distance requirements that mobile vendors must abide by.

Regulatory Trends

Five of the cities included in the guide have regulations around vending near schools. The regulations emphasized specific distances from schools that are intended to keep students from venturing off campus to patronize mobile vendors, and maintain safety standards for neighboring schools and communities. All other cities have no specific rules around this, perhaps indicating that this is not an issue in their jurisdictions.

Recommendations

Restrictions on operating during school hours are recommended, and mobile vendors should be required to maintain farther proximity from schools compared to restaurants, keeping density in mind. The time restriction is mostly a health-related issue, while the proximity suggestion is largely motivated by safety concerns. The framing of regulations surrounding mobile vendors and schools should be focused on protecting children during school operating hours. This approach keeps vendors from selling to students without adult supervision, but still allows them to benefit from afterschool activities

such as games, competitions, and concerts, where adults are more likely to influence food consumption decisions. However, proximity requirements should not handicap vendors in denser areas from selling in viable spaces that happen to be closer to schools.

In Indianapolis, vendors are prohibited from operating within a distance of 1,000 feet (roughly 0.2 miles) of any part of a public or private grade or junior high school grounds while school is in session. In Durham, a special temporary permit can be obtained for mobile vendors to operate at non-profit or civic events held on public property such as a school.

School districts that want to expand their food options, but wish to do so with minimal budgetary impact should work with city officials to create school vending permits for a limited number of vendors. Designated curb-side parking (which is not adjacent to a main road) could reduce many public safety concerns, particularly if students are generally allowed to roam the school parking lot where the trucks would operate. As long as they continue to comply with the city's food safety standards, this could be a viable option for city and school officials.

Pedestrian Safety

Mobile vendors move from location to location, coming in close contact with pedestrians at intersections and street corners every day. While some city ordinances have distance-from-pedestrian/sidewalk requirements (e.g. Durham has a 4-foot rule), the majority of the cities examined here have no such language in their regulations. Pedestrian safety may be part of a broader regulatory approach in many cities, but that focus often lacks emphasis or enforcement for mobile vendors (although it may be taken up in other sections of city ordinances). Pedestrian and intersection safety measures be included in food truck regulations, as they affect all potential food truck patrons.

Additional Recommendations

In addition to the recommendations included under each policy area, there are other, more general recommendations to help cities adopt new vending policies, amend existing policies, build stakeholder collaboration, and harness the potential for economic growth through the mobile food industry. Five of these recommendations are discussed in detail below:

1. Hold Town Hall Forums and Private Meetings with Core Stakeholders.

Durham decided to embrace a very inclusive approach to their ordinance restructuring. The city brainstormed initial ideas internally then presented the draft suggestions to the public for feedback. They also had private meetings with individual stakeholders to allow them to speak freely without fear of backlash. This tactic was particularly useful for restaurants in a food truck friendly city like Durham. Any fears they may have been afraid to share in Town Hall meetings could still be articulated to decision-makers. The weight of opinion worked against restaurants in this context, but they were still brought to the table.

2. Encourage Dialogue and the Building of Relationships Among Competing Stakeholders.

Cities should look for ways to encourage relationships between the various stakeholders. At the heart of proximity rules are concerns that restaurants (and other established businesses) have about unfair competition. They pay expensive monthly rents and property taxes, but they are also engaged with the community. Because they are stationary, most restaurants see themselves as part of the community fabric. They create employment opportunities and care about neighborhood safety and aesthetics. Some view mobile vendors as profit-driven, fly-by-night operators with few or no ties to the community. Conversely, mobile vendors often feel that restaurateurs are fearful of innovation in food culture.

Collaboration between these stakeholders is something to strive toward, and cities can play an important role in spearheading dialogue between these groups. Conferences, forums, or meetings could be called with stakeholders from both sides invited to the table in a spirit of cooperation, with the intent of encouraging them to see each other as collaborators rather than competitors more often than they currently do. It could also encourage voluntary compromise help craft solutions that balance the needs and concerns of both parties. Cincinnati has achieved this, to some degree. Food Truck Alliance President Matt Kornmeyer explained that food trucks in the city, voluntarily maintain a 100-foot distance from neighboring restaurants as a sign of respect to brick and mortars, and as a preparatory measure.²⁵

3. Implement Pilot Programs to Determine What Regulations to Adopt.

Pilot programs are flexible, encourage innovation, and can help uncover and address issues unique to particular communities. They are usually implemented on a small scale, so they do not create a sudden, large burden on an already existing network, and they provide insight that can inform the decision-making process before regulations are made into law. Their flexibility and emphasis on experimentation make them an especially useful tool for new industries. Pilot programs are being used in a variety of cities, including Oakland, and are recommended for cities with a relatively new food truck scene or a rapidly expanding one.

In 2001, the Oakland City Council created the Pushcart and Vehicular Food Vending Pilot Programs.²⁶ The pilot program was created to promote the health, safety, comfort, convenience, prosperity, and general welfare by requiring that new and existing pushcart food vendors provide residents and customers with a minimum level of cleanliness, quality and safety.²⁷ This program issued 60 permits and required a 10-step validation process, including a complete application, proof of Business Tax Certificate, and a photocopy of a valid driver's license.²⁸ The program restricted the use of these permits to centralized districts because of the added desire to infuse economic development into the city.²⁹ This pilot program is still active.



4. Use Targeted Practices as a Way to Address Underserved Areas of the City.

The issue of food accessibility has been linked to poverty, decreased public health, and quality of life.³⁰ Moreover, in recent years, food deserts have become an issue of public concern. Although the cities included here are not directly using mobile vending to combat food deserts, some are employing a targeted strategy to get food trucks into various areas of their cities, outside of the core downtown districts, some of which are underserved by brick and mortar restaurants.

Initially, the 2012 Cincinnati City Council approved an ordinance that declared a mobile vendor could not sell food on the curbside or right-of-way. Now, seven zones exist in strategic places around the city, up from four in 2011 per the recommendation of the Department of Community Development.³¹

Denver has actively considered several issues that might impact or encourage economic development. These include whether food truck clustering could be used to combat food deserts, the ability of food trucks to activate underutilized space (like surface parking lots), food trucks as restaurant incubators underserved areas.³²

5. Identify Private Vacant Lots and Create Partnerships for Mobile Vendors to Gather and Vend in the Same Location.

The use of private space has been used to create several food truck centers that increase economic activity in various West Coast cities. For example, Portland is known as the food truck capital of the world. This type of clustering can create hot spots for loyal customers, as well as an opportunity for mobile vendors to gain new clients. For city government, it can create an ease of regulation and enforcement by focusing the attention and resources on specific parts of the city.

While Portland has a number of the more traditional mobile food trucks around the city, the majority of their mobile vending occurs on private property, particularly surface parking lots and vacant lots.³³ Portland uses food truck centers to create economic vibrancy within various parts of the city. In 2009, the city proposed the use of vacant lots as pods, or areas for food trucks to cluster. The idea was to use vacant lots as catalysts for economic development, deterring blight and encouraging vibrancy in the process. It is important to note that while many of the food trucks (what they refer to as food carts) are mobile, the city has several stationary mobile units. These units are moveable, but primarily remain on private property.³⁴ Many of the pods are hosts to more permanent vending units, particularly in downtown. They are still classified as mobile though because as long as the food carts are on wheels, they are considered vehicles in the eyes of the law, and are therefore exempt from the building code.³⁵

Atlanta often uses private surface parking lots to encourage mobile selling. Atlanta has also had a very active and successful food truck association, the Atlanta Street Food Coalition, which does an admirable job mobilizing vendors, and keeping public and private partners informed.

Conclusion

Mobile vending is not just a passing fad. However, it is important to recognize that there is no one size fits all prescription for how best to incorporate food trucks into the fabric of a community. Many characteristics contribute to the complexity and vibrancy of a city, including political climate, state laws, demographics, and the existing restaurant industry. With this in mind, the recommendations included here are intended to be flexible enough to accommodate different circumstances, but logical enough to provide useful guidance. They can serve as a road map that will help cities establish a regulatory framework best suited to their unique circumstances and that takes into account the whole spectrum of stakeholder needs and concerns.



About this Publication

Research for this guide and the original draft of the document were completed by graduate students at the George Washington University Trachtenberg School of Public Policy and Public Administration. Contributors include Anju Chopra, Malia Dalesandry, Garrett Jackson, Ana Jara, and Stephen Tu. These students worked in partnership with J. Katie McConnell, Brett Common, and Christiana McFarland at the National League of Cities to conduct an analysis of food truck regulations in cities across the country. The final report was edited by Christiana McFarland and Emily Pickren at NLC.

The National League of Cities is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for more than 1,600 member cities and the 49 state municipal leagues, representing 19,000 cities and towns and more than 218 million Americans.

NLC provides research and analysis on key topics and trends important to cities, creative solutions to improve the quality of life in communities, inspiration and ideas for local officials to use in tackling tough issues and opportunities for city leaders to connect with peers, share experiences and learn about innovative approaches in cities.

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Appendix

Selection of Cities

This report analyzes mobile vending regulations across a range of cities. First, cities with existing food truck industries (51 in total) were identified, based on information from the Washington, DC Department of Transportation (DDOT). Each city's context and food truck policy/regulatory environment was reviewed, and data was gathered on each city's region, population density, level of the local food truck industry, and availability of mobile vending regulations. The 51 cities were stratified into three groups based on population density. Specifically, we developed a three-tiered density structure in which cities were classified as:

- Low density (cities as those with a density range of 3,500 persons per square mile (ppsm) and below)
- Moderate density, (cities with 3,501-7000 ppsm)
- High population densities (cities with 7,001 ppsm and above)

Ultimately, the sample of cities drawn ranges in population size from 279,641 (Durham) to 827,609 (Indianapolis), in density from 936 ppsm (Durham) to 12,793 ppsm (Boston). Very large cities like New York City (27,000 ppsm) and San Francisco (17,000 ppsm) were not included on the basis that conclusions drawn from analyzing their regulations would not be generalizable to most other cities.

Between three and five cities from each population density tier were selected for a total of 13 cities, as shown in Figure 1 and highlighted in the map below (Figure 2). The selection process focused on cities with a food truck presence, then cities were divided into geographic regions, and several cities were chosen from those regions. Context and background were also taken into account. That is, cities with mobile vending regulations and histories that insufficiently highlighted particularly noteworthy regulatory conflicts or solutions were ruled out in favor of those that lent themselves better to examination of recurring themes and common pitfalls.

With such an approach, it is possible that a city regulation that was uniquely innovative or informative in some way was overlooked. The low, medium and high density methodological structure, paired with the regional breakdown, is an attempt to minimize this risk.

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Mobile Food Units

List & Schedule of Mobile Food Units in Knoxville
Mobile Food Unit Ordinance [PDF]
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FAQs for Mobile Food Unit Ordinance [PDF]
Rules and Maps for Operation in City Parks [PDF]

Business Liaison

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Knoxville, TN 37902



After a two-year successful experience with a pilot program for food trucks, a permanent Mobile Food Unit (MFU) ordinance was drafted late in 2015. Public comment was solicited, and



thoughtful feedback from citizens prompted a series of amendments to the proposed ordinance, first by City staff and then by City Council. On April 26, 2016, City Council voted unanimously to adopt the permanent ordinance regulating food trucks.

The permanent ordinance, which replaces the regulations set up for the pilot program, continues to allow mobile food vendors to operate in similar fashion – plus, it expands the program to allow food trucks in other districts under certain closely-regulated conditions.

Additionally, permit fees have been reduced as part of the new ordinance. The pilot program included a tiered fee system; MFUs operating only on private property paid \$200 annually, and those operating on private property and in designated zones in the public right-of-way paid \$400 annually. Under the new ordinance, MFUs will pay an initial \$200 annual fee and an annual \$50 renewal fee. MFUs desiring to operate during a one-time event may apply for a temporary permit at a cost of \$75; these MFUs must still comply with all MFU requirements.

If you have comments or questions about operating a Mobile Food Unit in the City of Knoxville, please contact Patricia Robledo, the City's Business Liaison, at probledo@knoxvilletn.gov or 865-215-3155.

Learn more about operating a Mobile Food Unit in the City of Knoxville:

- [Mobile Food Unit Ordinance \[PDF\]](#)
- [FAQs for Mobile Food Unit Ordinance \[PDF\]](#)
- [Permit Application for Mobile Food Unit \[PDF\]](#)
- [Rules and Maps for Operation in City Parks \[PDF\]](#)

News	Events	City Services	Contact
May 10, 2018	May 11, 2018		© City of
Short-Term	KPD T.R.A.C.K.	3-1-1	Knoxville
Rental Update:	Defensive	Dial for City	400 Main
Enforcement	Driving Program	Services	Street
Software, Tax			Knoxville,
Collection			TN 37902
Agreement			View Map /
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Division 1. Generally

Section ____. **Purpose.** The City has determined that regulation of Mobile Food Units (MFUs) and Mobile Food Vendors is necessary in order to protect the health, safety, and welfare of the public, as well as to promote the public interest by regulating the areas and methods of operation. To meet these ends, the City has determined that all persons or entities that desire to vend from MFUs within the City must be issued a permit pursuant to the requirements of this Article.

Section ____. **Definitions.** The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section. The word "shall" is always mandatory and not merely advisory.

- a. **Commissary.** A fixed, non-mobile establishment or any other place used for the storage of supplies, the preparation of food to be sold or served at or by Vendor, or the cleaning and servicing of the MFU.
- b. **Edible Food Products.** Edible Food Products are those products that are ready for immediate consumption, including Prepackaged Food, Prepared Food, and On-site Prepared Food. The term "Edible Food Products" does not include fresh produce so long as the produce has not been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared for consumption.
- c. **External Preparation Unit.** An External Preparation Unit is any cooking appliance or device that is not a smoker and may include, but is not limited to, a grill, a roaster, or a warmer.
- d. **Ice Cream Vending Unit.** A motor vehicle containing a commercial freezer from which a Vendor sells or gives away frozen food products such as ice cream, frozen yogurt, frozen custard, flavored frozen water, and similar desserts, whether prepackaged, prepared, or prepared on-site. Such frozen food products are typically sold on City streets at intermittent locations. A Pedestrian Vendor selling frozen desserts shall not be considered an Ice Cream Vending Unit.
- e. **Mobile Food Unit.** A Mobile Food Unit ("MFU") is an enclosed unit, truck, or trailer, or similar vehicle-mounted unit that:
 - i. Is mobile or capable of being moved by a licensed motor vehicle;
 - ii. May or may not be independent with respect to water, waste water, and power utilities;
 - iii. Is used for the preparation, sale, or donation of On-site Prepared Food;
 - iv. Is not a Pedestrian Vendor as defined and regulated in Sections 16-317 and 16-329 of the Code of Ordinances; and
 - v. Does not exceed thirty-five (35) feet in length and nine (9) feet in width; and
 - vi. Is not eligible for an exemption under this Article.
- f. **Mobile Food Vendor.** A Mobile Food Vendor ("Vendor") is any individual engaged in the operation of a MFU; if more than one individual is operating a single MFU, then Vendor shall include all individuals operating such single MFU.
- g. **On-site Prepared Food.** Any food or beverage that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared on-site within the MFU or within an external preparation unit by a Mobile Food Vendor or other persons and that may be purchased at the MFU for immediate or later consumption.

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- h. **Operate.** To “operate” or “operation” shall mean all activities associated with the conduct of business, including, but not limited to, set up, take down, and actual hours where the MFU is open for business.
- i. **Prepackaged Food.** Any properly labeled and processed food or beverage, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an off-site approved source, and that may be purchased at the MFU for immediate or later consumption.
- j. **Prepared Food.** Any food or beverage that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared by persons off-site from a MFU that may be purchased at the MFU for immediate or later consumption.
- k. **Public Property.** Any property owned or maintained by the City or any other public entity or public utility within the jurisdictional boundaries of the City.
- l. **Right-of-Way.** For the purposes of this Article, right-of-way shall mean streets where public parking is allowed and includes marked or unmarked parking spaces thereon.
- m. **Smoker.** A smoker is a cooking appliance or device that maintains a low cooking temperature, typically between 225 and 275 degrees Fahrenheit, using varying sources of heat, including, but not limited to gas, charcoal, wood, wood pellets, or an electric heating element with or without wood, for extended periods of time while producing smoke and heat to cook a food, usually meat.

Section ____ . Applicability of Article.

The provisions of this Article shall apply to Mobile Food Vendors engaged in the business of preparing, cooking, and distributing On-site Prepared Food with or without charge from Mobile Food Units on or in public or private property within the City of Knoxville. This Article shall also apply to vendors selling prepared or prepackaged food if the vendor desires to exceed the exemption provided for the vendor in Section ____.

Section ____ . Limited Exemptions.

- a. **Ice Cream Vending Units.** This Article shall not apply to an Ice Cream Vending Unit so long as the unit is stationary in the same location for no more than fifteen (15) minutes at a time. An Ice Cream Vending Unit may sell or attempt to sell any item from an Ice Cream Vending Unit only on local streets, as defined by the Knoxville-Knox County Metropolitan Planning Commission Major Road Plan, where the speed limit is thirty (30) miles per hour or less. An Ice Cream Vending Unit shall not stop within twenty (20) feet of an intersection or double park when attempting a sale or making a sale.
- b. **Pedestrian Vendors.** This Article shall not apply to a Pedestrian Vendor so long as the unit complies with any other applicable regulations within the City of Knoxville Code of Ordinances.
- c. **Prepackaged or Prepared Food Vendors.** This Article shall not apply to a vending unit in which there is no packaging, combining, cooking, chopping, slicing, mixing, brewing, squeezing, or otherwise preparing of food or drink on-site. In order to be eligible for this exemption, all food or drink products must be prepared off-site as a Prepared or Pre-Packaged Food and must be ready for immediate purchase and consumption by a customer without any additional preparation whatsoever.
- d. **Use of Zones.** Exempt units and vendors shall not use the Mobile Food Vendor Zones (the “Zones”), as further described in Section _____. Any exempt vendor or unit that desires to use the Zones shall apply for and must receive a Unit Permit before operating in the Zones;

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provided, however, that no exempt unit or vendor that receives a Unit Permit shall operate in the Zones if the unit is not enclosed.

- e. **Compliance with Article.** Any vendor who is granted an exemption under this Section and who desires to operate beyond the terms of the Limited Exemption described in this Section shall comply with the provisions of this Article that are applicable to MFUs even if the vendor sells prepackaged or prepared food.

Division 2. Application and Permitting.

Section ____ . Mobile Food Unit Permit.

- a. **Mobile Food Unit Permit Required.** A Mobile Food Unit Permit ("Unit Permit") is required by all Vendors in order to vend or operate in the City of Knoxville. A Unit Permit is required for each MFU and the Unit Permit is non-transferrable. The Unit Permit shall be prominently displayed on the MFU.
- b. **Application.** Every Vendor desiring to engage in Mobile Food Vending shall submit an application for a Unit Permit to the Office of Business Support. All Vendors shall obtain necessary inspections and permits otherwise required by the City of Knoxville, Knox County, and the Knoxville Utilities Board to operate a MFU. In addition to the information required by the application, the Office of Business Support may request other information reasonably required. The Permit application shall not be considered complete until the Office of Business Support has all information as required by the application or otherwise.
- c. **Issuance of Permit.** Once the application is considered complete by the Office of Business Support, the Office of Business Support shall forward the application to the Plans Review and Inspections Department. The Plans Review and Inspections Department shall issue or deny the Unit Permit within fourteen (14) business days of receipt from the Office of Business Support. If the Plans Review and Inspections Department is satisfied that the application and MFU conform to the requirements of this Article and other pertinent laws and ordinances, a Permit shall be issued to the applicant. If the application and MFU do not conform to the requirements of this Article or other pertinent laws or ordinances, the Plans Review and Inspections Department shall not issue the Permit, but shall inform the applicant of the denial. Such denial, when requested, shall be in writing and state the reasons for denial. The Unit Permit shall be valid for one calendar year from the date of issuance, unless the Unit Permit is revoked pursuant to his Article.
- d. **Temporary MFU Permit.** Vendors that wish to operate within the City of Knoxville during a single event may apply for a Temporary MFU Permit ("Temporary Permit"). The Temporary Permit shall be valid only for a maximum, consecutive three (3) day period and a Vendor or Unit may only apply for and receive a Temporary Permit two (2) times during a calendar year. Vendors and Units that receive a Temporary Permit are required to follow the same rules and regulations that apply to annual Unit Permit holders, except that Temporary Permit applicants may have their Unit inspected on the day of the event. Units inspected outside of regular City of Knoxville business hours may incur a fee for such inspection, as determined by the inspecting department. Prior to the inspection, the Vendor seeking a Temporary Permit shall pay the Temporary Permit fee to the inspecting authority in the form of a check payable to the City of Knoxville. The Temporary Permit shall be issued to the Vendor upon completion of a successful inspection and upon the MFU meeting all applicable requirements of this Article. However, if the MFU does not meet the requirements of the City of Knoxville

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ordinances, the MFU shall not receive a Temporary Permit and it shall not be permitted to operate. If the MFU fails the inspection, the Vendor shall not be reimbursed the Temporary Permit fee.

- e. **Fees.** An application for a Unit Permit under this Article shall be accompanied by a fee in the amount of Two Hundred Dollars (\$200.00). The application for a Temporary Permit shall be accompanied by a fee in the amount of Seventy-Five Dollars (\$75.00). The Plans Review and Inspections Department shall collect the Permit fee. There shall be no proration of fees. Fees are non-refundable once a Permit has been issued by the Plans Review and Inspections Department.
- f. **Permit Renewal.** Every Unit Permit, unless suspended or revoked for a violation of any provision of this Article or other rule or of the City of Knoxville, can be renewed annually provided that a renewal fee of Fifty Dollars (\$50.00) is paid no later than five (5) business days after the Unit Permit's expiration. An application for renewal of a Unit Permit shall be made through the Office of Business Support. After five (5) business days following the Permit's expiration, the holder of the Unit Permit forfeits the right to renew and the Vendor must reapply as a new MFU.
- g. **Inspections after Permitting.** Permitted operations will be inspected periodically and without notice by representatives of various City departments to ensure compliance with this Article.
- h. **Operation without Permit.** Any MFU operating without a valid Unit Permit or Temporary Permit shall be deemed a public safety hazard and may be ticketed and impounded. The penalty for operating without a Permit is Fifty Dollars (\$50.00) per occurrence.
- i. **Complaints.** If a complaint is filed with the Office of Business Support, the Plans Review and Inspections Department, or 311 alleging that a Vendor has violated the provisions of this Article, the Office of Business Support Business Liaison shall provide written notification of the complaint by regular mail to the Vendor at the Vendor's address listed on the MFU Application, and the Plans Review and Inspections Department shall investigate the complaint. Within thirty (30) days of date that the notification was sent to the Vendor, the Vendor may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Plans Review and Inspections Department, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the Plans Review and Inspections Department may revoke the Unit Permit or take or cause to be taken other enforcement action as provided in the Knoxville City Code.
- j. **Revocation of Permit.** The Plans Review and Inspections Department may revoke a Unit Permit or Temporary Permit if the Department discovers that:
 - i. An applicant obtained the Unit Permit or Temporary Permit by knowingly providing false information on the application;
 - ii. The continuation of the Vendor's use of the Unit Permit or Temporary Permit presents a threat to public health or safety, or if the Vendor otherwise presents a threat to public health or safety; or
 - iii. The Vendor or MFU violates regulations of this Article or any other City of Knoxville ordinance.
- k. **Appeal of Revocation.** If a Unit Permit is revoked, the Building Official shall state the specific reasons for the revocation. Any Vendor whose Unit Permit has been revoked may appeal such denial by submitting a written request for a hearing submitted to the Building Official within ten (10) days of revocation. A hearing shall be conducted within thirty (30) days of the Building Official's receipt of said appeal by a panel comprised of the Zoning Chief, the Downtown Coordinator, and the Revenue Administrator of the City of Knoxville. The panel shall consider whether the revocation was justified and whether good cause exists to

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reinstate the Permit. The panel shall issue its decision on the appeal in a written opinion within ten (10) business days; the written opinion will be sent via first class mail to the Vendor at the address listed on the MFU application. The decision resulting therefrom shall be final and subject only to judicial review pursuant to state law. Following the revocation of a Permit, a Vendor must wait six (6) months before reapplying for a new Permit. Upon reapplication, the Vendor must pay the full Permit fee.

- I. **Prohibition against the Transfer of a Permit.** No Vendor or other entity holding a Unit Permit for a MFU shall sell, lend, lease, or in any manner transfer a Unit Permit for value; provided, however, that a holder of a Unit Permit may transfer the Unit Permit as part of the sale of a majority of the stock in a corporation holding such Unit Permit, as part of the sale of a majority of the membership interests of a limited liability company holding such Unit Permit, or as part of the sale of a business or substantially all of its assets; provided that there shall be no allocated or actual value for the transfer of the Unit Permit. Prior to any such transfer permitted by this subsection, the transferor shall notify the Office of Business Support and the Plans Review and Inspections Department in writing and the transferee shall submit a Unit Permit application for approval to the Office of Business Support pursuant to the process set forth in this section. Any such transfer shall be subject to the terms and conditions of the original Unit Permit. Any unauthorized transfer or attempt to transfer a Unit Permit shall automatically void such Unit Permit. Persons violating this provision, including both the transferor and transferee, may be subject to a citation and fine. The unauthorized transfer or attempt to transfer of each Unit Permit shall constitute a separate violation.

Division 3. Placement and Operation of Mobile Food Units.

Section ____. **Operation of Mobile Food Units.** The following requirements apply to all MFUs and Vendors operating at any location, whether on the right-of-way or on private property, within the City of Knoxville. Additional requirements may apply to certain units operating on private property, as specified in Section ____.

- a. **Additional Structures.** When vending on public property or right-of-way outside of a special event authorized by the Office of Special Events, Vendors shall not provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, tents, and standup counters. The term "additional structures" does not include the waste containers required by this Section. When vending on private property or within a special event authorized by the Office of Special Events, permission from the property owner is required before the Vendor provides or allows any dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters. Such permission may be included in the Letter of Permission. Under no circumstances shall these dining areas encroach into the public right-of-way. The Vendor shall remove all additional structures when the Vendor ends its operations for the day.
- b. **Compliance with Laws.** Except as provided herein, MFU placement and operation must adhere to federal, state, and local laws, regulations, and policies. Local laws, regulations, and policies include, but are not limited to, Knoxville's zoning ordinances, noise ordinances, stormwater regulations, and fire code.
- c. **Distance between MFUs.** While operating, MFUs shall be at least three (3) feet from other MFUs.

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d. Zoning District Restrictions.

- i. **Districts Other Than Residential.** Mobile Vending on private property is permitted only in Commercial Districts, Industrial Districts, Office Districts, Open Space Districts, and Form Based Code Districts (collectively, the “allowed non-residential districts”) as defined in the City of Knoxville Zoning Code, pursuant to the following restrictions. In the allowed non-residential districts, any MFU without a smoker shall operate in a location according to the setbacks of the base zone. Any MFU using a smoker shall operate at least one hundred (100) feet from the boundary of any residentially zoned property, regardless of the use on the residentially zoned property, as measured in a straight line.

1.Commercial, Industrial, and Form Code Districts. For the purposes of this section, Commercial, Industrial, and Form Code Districts refer to C-1 through C-6, SC-1, SC-2, SC-3, PC-1, PC-2, TC-1, I-1 through I-4, SW-2 through SW-7, and CU. In these districts, MFUs are prohibited from operating between 2:00 AM and 7:00 AM.

2.Office Districts. For the purposes of this section, Office Districts refer to O-1, O-2, O-3, and BP-1. In these districts, MFUs are prohibited from:

- A. operating on parcels that are smaller than 2.0 acres in size as shown on the KGIS standard map;
- B. operating between 7PM and 7AM; and
- C. serving passersby. A MFU operating on Office property is limited to only serving the employees or clients of the entity that has hired or solicited the MFU.

3.Open Space Districts. For the purposes of this section, Open Space Districts refer to OS-1 and OS-2. In these districts, for properties not owned by the City of Knoxville, permission will need to be obtained from the owner before a MFU can operate. MFUs on property not owned by the City of Knoxville are prohibited from operating between 11PM to 7AM. For properties zoned OS and owned by the City of Knoxville, MFUs shall comply with the Rules for MFU Operation in City Parks adopted by the Parks and Recreation Department and by City Council.

- ii. **Residential Districts.** For the purposes of this section, Residential Districts refer to R-1, R-1A, R-1E, EN-1 & 2, R-2, R-3, RP-1, RP-2, RP-3, SW-1, and TND-1. In Residential zones, MFUs are permitted to operate only as part of an event that is sponsored or hosted by a neighborhood association, by a homeowners’ association, a non-profit corporation or by the City of Knoxville or another governmental entity. For the purposes of this section, a neighborhood association is any group registered with the City’s Office of Neighborhoods and a homeowners’ association is any non-profit corporation existing under the laws of the State of Tennessee, including, but not limited to, the Horizontal Property Act and the Tennessee Condominium Act of 2008. . A non-profit organization is a charitable organization that has a tax exempt 501(c)(3) status as determined by the Internal Revenue Service. As part of the event, a road closure permit is required if the MFUs will be operating from or in the right-of-way.

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- e. **Electrical Requirements.** Any Vendor operating a MFU under this Article shall comply with the requirements of the National Electrical Code as adopted by the City of Knoxville and any other rules and regulations adopted by the City for regulating electrical operation on MFUs.
- f. **Electrical Service.** Any power required for a MFU on a public right-of-way or public property shall be self-contained and a MFU shall not use utilities drawn from the public right-of way or other public property unless specifically authorized in writing by the City of Knoxville. MFUs operating on private property may use electrical power from the property being occupied or an adjacent property only when (1) permission has been given by an operator of the property to hook-up to electricity from the property; (2) such hook-up has been inspected and approved by the Plans Review and Inspections Department, as further provided for in this Article; and (3) the MFU has been inspected by the Plans Review and Inspections Department. There shall be no charge for the electrical inspection of the MFU by the Plans Review and Inspections Department. No power cord, cable, or equipment shall be extended at or across any public right-of-way, alley, sidewalk, or other public property. For the purposes of this section, "operator" refers to either the property owner or tenant where there is one occupant of the parcel, or refers to the property owner where there are multiple occupants or tenants on a parcel.
- g. **Fire Code Requirements and Inspection.** Any Vendor operating a MFU under this Article shall comply with requirements of the International Fire Code as adopted by the City of Knoxville, any other regulatory fire code as adopted by the City of Knoxville, and any rules and regulations promulgated by the Fire Marshal's Office for regulating MFUs.
- h. **Items for Sale.** Only food and beverage items may be sold from MFUs, and the sale or distribution of alcoholic beverages is prohibited specifically. For the purposes of this Article, an alcoholic beverage is any beverage with an Alcohol By Volume (ABV) amount of greater than 0.50 percent. A Vendor may sell or distribute merchandise from the MFU only if the merchandise bears the logo of the Vendor or the MFU; all other merchandise sales are prohibited.
- i. **Letter of Permission.** Vendors operating on private property shall obtain a letter from an operator of the property stating that the Vendor has permission to vend on the property and, if applicable, has permission to serve the operator's employees and/or customers. The Vendor shall keep a copy of the permission letter on the MFU at all times and while operating, the Vendor shall produce the letter upon the request of any City official acting in an enforcement capacity. For the purposes of this section, "operator" refers to either the property owner or tenant where there is one occupant of the parcel, or refers to the property owner where there are multiple occupants or tenants on a parcel.
- j. **Maximum Number of Units per Parcel.** While operating on private property, the number of MFUs allowed is limited by the size of the parcel as follows: For a lot that is one-half (0.50) acre or smaller, a maximum of two (2) Units is allowed; for a lot that is larger than one-half (0.50) acre and up to one (1.0) acre in size, a maximum of three (3) Units is allowed; for a lot that is larger than one (1.0) acre and smaller than two (2.0) acres, a maximum of four (4) Units is allowed; and on any lot larger than two (2.0) acres, a maximum of five (5) Units is allowed. The size of the parcel shall be calculated using the standard map on KGIS. The maximums indicated by this section may be waived only upon approval of an event by the City of Knoxville Office of Special Events or for the Tennessee Valley Fair.
- k. **Methods of Support.** MFUs shall be free-standing and shall not use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.

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- l. Mobile Vending in the Public Right-of-Way.** Mobile Food Vending in public rights-of-way shall be permitted only in Mobile Food Vendor Zones (the “Zones”) specified by the Office of Business Support and identified by temporary signage. Spaces in the Zones are available to all Vendors with a Unit Permit. Vendors’ use of the Zones is subject to availability using a registration system designated by the Office of Business Support. Any MFU that desires to operate in a Zone must register their location as designated by the Office of Business Support. If the MFU wants the Zone marked for the reservation, the Vendor must contact the Office of Business Support at least twenty-four (24) hours in advance. Vendors shall operate only within the designated Zones and at the times designated by the Office of Business Support. During permitted operations, Vendors in the Zones are not required to fund parking meters that may be located at the Zones. The use, marking, or designation of spaces for Mobile Food Vending does not grant Vendors a vested right, property interest, or privilege in any specific space. The Zones may be adjusted, modified, or removed if such adjustment, modification, or removal is determined to be in the interest of public health, safety, and welfare. Moreover, the City reserves the right to create temporary, short-term Zones from time to time. Notification of changes to Zones will be emailed to current permit holders and posted on the City’s website.
- m. Obstruction of Vehicular and Pedestrian Traffic.** Placement of MFUs and any devices related to the MFU shall not obstruct or impede pedestrian or vehicular traffic, access to driveways, and sight distance for drivers. Mobile Food Vending from the Zones shall not reduce the clear pedestrian path of travel on the sidewalk to less than six feet (6’). All awnings or canopies of the MFU shall be at least six feet, eight inches (6’8”) above the sidewalk, if applicable, or above grade.
- n. Operation on Unimproved Lots.** MFUs shall not operate on unimproved lots. For the purposes of this Article, an unimproved lot is a lot without one or more of the following: (1) paved surface; or (2) paved driveway access to a City street. This prohibition regarding unimproved lots shall not be applicable to properties owned by Knox County or to events coordinated by Knox County.
- o. Parking Direction.** Unless specifically authorized in writing by the Office of Special Events and the Department of Engineering, MFUs operating on public streets shall park in the same direction as traffic, with no more than eighteen inches (18”) between the curb face or edge of pavement and with the service window of the MFU facing the curb.
- p. Parks and Community Centers.** The City of Knoxville Parks and Recreation Department shall create rules for the operation of MFUs at City parks and recreation or community centers. These rules and any subsequent changes shall be adopted by resolution by the Knoxville City Council.
- q. Preparation Outside of the MFU.** While operating in a Zone, any food and beverage preparation outside of the MFU shall not obstruct vehicular or pedestrian traffic, and such preparation shall not create safety hazards for the public. Vendors shall not serve food to customers directly from any outside preparation unit. Any barbecue or meat smoker that is external to the MFU shall be marked with at least two (2) “Caution Hot” or similarly messaged stickers. Any barrel smoker used in conjunction with a MFU shall use at least four (4) twenty-eight inch (28”) tall traffic safety cones, which shall be placed at each corner of the barrel smoker. If a barrel smoker is being employed at a special event approved by the City of Knoxville’s Office of Special Events, the barrel smoker shall be enclosed with a non-combustible fence that is at least thirty-six inches (36”) tall.
- r. Public Alleys.** Unless specifically authorized in writing by the Office of Special Events and the Department of Engineering, MFUs are prohibited from operating in public alleys.

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- s. **Service to Pedestrians.** MFUs shall serve pedestrians only; a drive-thru or drive-in service for vehicular customers is prohibited.
- t. **Signs and Flashing Lights.** A MFU is limited to signs mounted to the exterior of the mobile food establishment and one (1) detached sandwich board sign with dimensions no larger than twenty-five inches by forty-five inches (25" x 45"). All signs mounted on the MFU shall be secured and mounted flat against the MFU and shall not project more than six inches (6") from the exterior of the MFU. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. Signs shall not contain flashing lights or flashing light-emitting diodes (LED), nor shall the MFU use flashing lights or flashing LED as an embellishment on the MFU.
- u. **Sound Amplification.** A MFU or Vendor shall not use sound amplification equipment for any purpose.
- v. **Special Events.** For event and pedestrian safety, Vendors shall not operate on public or private property within three hundred (300) feet of the boundaries of a special event approved by the City of Knoxville Special Events Office. Additionally, Vendors shall not operate within the boundaries of a Special Event, including in any Zone, unless the Vendor has written authorization from the event sponsor.
- w. **Spills.** To prevent discharges into the storm drain system and river, each MFU shall comply with the stormwater regulations of the City of Knoxville. In addition, each MFU shall have a spill response plan and kit onboard to contain and remediate any discharge from the MFU, as specified in the Mobile Food Service Operations BMP generated by the Department of Engineering.
- x. **Unattended MFUs Prohibited.** No MFU shall be parked on the street overnight or left unattended and unsecured at any time food is kept in the MFU. Any MFU which is found to be unattended in this manner shall be considered a public safety hazard and may be ticketed and impounded. Additionally, after a Vendor is done operating on private property for the day, the MFU must be relocated to a site other than the private property on which it was operating, unless that private property is also the commissary for the MFU.
- y. **Waste Storage and Disposal.** Vendors shall supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the MFU. The Vendor shall keep the area around the MFU clear of litter and debris at all times. All trash and debris generated by customers and staff shall be collected by the Vendor and deposited in their trash or recycling container and removed from the site by the Vendor. The Vendor may deposit excess trash in the garbage totes currently located in aluminum-enclosed areas at four (4) designated spaces in downtown: 200 Block of South Gay Street; 100 Block of South Central Street; State Street Garage; and the 400 Block of Union Avenue. The Vendor shall contain onboard at all times any waste liquids generated by its operations (e.g. oil, wash water, etc.).

Section ____. **Additional Permits Needed.** If a private property operator wants to offer shore power on the property for use by MFUs, the private property operator shall obtain either an electrical safety inspection or electrical permit. If a private property operator wants to allow MFUs to operate on the property outside of the designated parking spaces, the operator shall obtain a Site Permit as further described in this Section. For the purposes of this section, "operator" refers to either the property owner or tenant where there is one occupant of the parcel, or refers to the property owner where there are multiple occupants or tenants on a parcel.

- a. **Site Permit Required.** A Mobile Food Unit Site Permit ("Site Permit") is required before a Vendor can operate on private property outside of the designated parking spaces. The Site

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Permit indicates approval of the placement of MFUs on private property. The Site Permit shall be prominently displayed on the MFU while operating on such private property.

- b. Site Permit Application.** The private property operator shall submit an application for a Site Permit to the Plans Review and Inspections Department. The application for the Site Permit shall illustrate the dimensions of the private property, including any access by driveways; the dimensions of a place for MFUs; required parking; and compliance with setback requirements. A fee of Fifty Dollars (\$50.00) for the Site Permit shall be collected by the Plans Review and Inspections Department at the time of application.
- c. Issuance of Site Permit.** If the applicant provides all the necessary information and meets criteria for issuance of a Site Permit, the Plans Review and Inspections Department shall issue the Site Permit within fourteen (14) business days of its application. The Site Permit shall be valid for one calendar year from the date of issuance. The Site Permit is specific to the property, not the applicant; therefore, the permit may be used by any Vendor with a valid Unit Permit.
- d. Printing of Site Permit.** If a Site Permit has been issued for the private property, anyone with a letter of permission as described in Section ____ may request and use a copy of such Site Permit from the Plans Review and Inspections Department. The cost of obtaining such Site Permit from the Department shall be \$0.15 per page.
- e. Electrical Service.** In order to be used by MFUs, all new and existing electrical service components on private property require inspection and approval by the Plans Review and Inspections Department, as follows:

 - i. Permit for New Electrical Service.** If an electrical component is newly installed on the private property, the installation shall be completed by a licensed electrician who possesses an electrical permit with the Department. The fee for such electrical permit is in accordance with the Knoxville Electrical Ordinance, and is based on the number and type of devices inspected. The electrical permit for newly installed hook-ups includes a final inspection.
 - ii. Safety Inspection of Existing Electrical Service.** If the private property has an electrical service component for use by MFUs, the Plans Review and Inspections Department shall conduct a safety inspection of the component. The cost of this safety inspection is in accordance with the Knoxville Electrical Ordinance, and based on the number and type of devices inspected. Once the initial electrical safety inspection is approved, annual safety inspections are not required to renew site permits in subsequent years.

Division 4. Liability

Section ____. **Indemnity for Benefit of the City and Insurance.** Any Vendor operating under this Article shall comply with all requirements of the City with regard to risk management, including the provision of insurance in accordance with the standards set by the City and the execution of an indemnity agreement in favor of the City.

Mobile Food Units

Frequently Asked Questions

Q: What does the City of Knoxville consider a Mobile Food Unit?

A: A Mobile Food Unit ("MFU") is defined generally as follows:

1. an enclosed unit, truck, or trailer, or similar vehicle-mounted unit that is mobile or capable of being moved by a licensed motor vehicle;
2. that may or may not be independent with respect to water, waste water, and power utilities;
3. is used for the preparation, sale, or donation of On-site Prepared Food; and
4. is no larger than thirty-five (35) feet.

There are other types of vendors who sell food from mobile units; depending on how these vendors operate, they may be exempt from the MFU ordinance.

Q: Why does the City of Knoxville regulate Mobile Food Units?

A: After a pilot program, the City of Knoxville saw large growth in the MFU business. Currently, there are twenty-four MFUs operating as part of the pilot program. The pilot program provided the City with an invaluable opportunity to explore best practices and evaluate feedback before adopting a permanent ordinance. The MFU ordinance provides MFU owners, customers, and citizens with guidance and certainty on the safe and reasonable operation of MFUs.

Q: I'm interested in operating a MFU Unit in Knoxville. What's the first step?

A: Before submitting an application to the City of Knoxville, all Mobile Food Units need to comply with the Food Service Establishment Rules and Regulations of the Tennessee Department of Health. If you reside in Knox County, please contact:

[Knox County Health Department](#)
Environmental Health Division
140 Dameron Avenue
Knoxville, TN 37917
(865) 215-5200
environmental@knoxcounty.org

If you do not reside in Knox County, please contact your local health department or health authority.

Q: Other than the health department and the City of Knoxville Office of Business support, what other agency do I need to contact?

A: You need to contact the Knoxville Utilities Board (KUB) to apply for a Grease Control Program Permit. Please call the KUB Grease Hotline at (865) 594-8337 to start the process. Based on the information you provide in the application, KUB will determine the size of the grease control equipment that you need. There will be some other requirements, such as regularly maintaining the equipment and posting a cleaning log of the grease control equipment according to a schedule set by KUB. You will also need to address with KUB your plans for disposal of the contents removed from the grease control equipment. More information is available at the KUB web page on [Grease Control Guide for Food Service Facilities](#), or by emailing KUB at GreaseControlProgram@kub.org.



Q: How do I apply for a Mobile Food Vending Permit?

A: Please download the [Mobile Food Unit Permit Application](#), complete it and send it along with any additional required information to:

Patricia Robledo
probledo@knoxvilletn.gov
400 Main Street
City & County Building #654D
(865) 215-3155

After the Office of Business Support receives the application and all required information, the Plans Reviews and Inspections Department will administer the Permit.

Q: How much does the City of Knoxville MFU Permit cost?

A: The initial MFU Permit Fee is \$200.00, and the Permit is valid for one year. The City of Knoxville also offers a Temporary Permit for a single event not to exceed three days, and the fee for this Temporary Permit is \$75.00. Permit fees cannot be pro-rated and are non-refundable once the Plans Review and Inspections Department issues the Permit.

Q: Do I need to get a MFU Permit for my ice cream truck?

A: It depends. An Ice Cream Vendor is not required to get a Permit so long as the Vendor is stationary in the same location for no more than fifteen (15) minutes at a time. More regulations, which can be found in the ordinance, also apply to this type of an Ice Cream Vendor. However, if an Ice Cream Vendor would like to park and operate for longer than 15 minutes in a designated Mobile Food Vending Zone, as part of a special event, or on private property, the Ice Cream Vendor will be required to comply with the MFU ordinance and receive a Permit.

Q: Will my MFU need to be inspected by the City of Knoxville?

A: Yes. All MFUs must be inspected prior to operation and the issuance of a Permit. In all instances, the MFU will have to be inspected by the Fire Marshal's Office and an Electric Inspector. Inspections are scheduled at the Coliseum at 9:00 am on the first and third Tuesday of every month. The Knoxville Fire Department and an electrical inspector will contact you to arrange your required inspections. After the MFU is permitted, the City reserves the right to conduct additional inspections to ensure compliance with the City's ordinances.

Q: What equipment does the City of Knoxville Fire Department require?

A: The Knoxville Fire Department requires all MFUs to be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, MFUs that produce grease laden vapors (e.g., those units with deep fat fryers or flat top griddles) must be equipped with a K-Class fire extinguisher that is certified annually by a licensed company, and must have a hood suppression system. For more information about these requirements, please see the [Mobile Food Unit Permit Application](#).

Q: What additional information will the City of Knoxville need before issuing a permit?

A: In addition to a completed City of Knoxville Mobile Food Unit Permit Application, you will need to provide the following:

- The permit fee, by cash, credit card, or check payable to the City of Knoxville
- Copy of Tennessee Department of Health License

**CITY COUNTY BUILDING • 400 MAIN STREET • ROOM 654-D
P.O. Box 1631 • KNOXVILLE, TENNESSEE 37901
OFFICE: 865-215-3155 • EMAIL: PROBLEDO@KNOXVILLETN.GOV**



- Knoxville Utilities Board Grease Control Program Permit Number
- Copy of City and County business license(s)
- Copy of a valid government-issued driver's license for all drivers
- Proof of Commercial, Automobile, and Workers' Compensation Insurance, if applicable
- Executed Indemnity Agreement
- A color photo of the MFU

Q: What type of business licenses do I need?

A: If your business is within Knoxville city limits, you need a [City of Knoxville business license](#) and a [Knox County business license](#). If your business is outside Knox County, you need to check the requirements in your jurisdiction.

Q: What permits must be displayed in my Mobile Food Unit?

A: You must visibly display the Health Department License and the City of Knoxville MFU Permit. Additionally, if you are required to have a Site Permit, you must also display it. Finally, if you are operating on private property, you are not required to display the letter of permission, but you should have it on hand.

Q: Can I operate my Mobile Food Unit in City streets?

A: You may only operate in the City streets in Mobile Food Vending Zones during the times permitted. You must reserve your use of Zones through the City of Knoxville. Operating a MFU on City streets or rights-of-way outside of the Mobile Food Vending Zones or outside of a special event is illegal.

Q: Where can I operate my Mobile Food Unit other than in the designated Mobile Food Vending Zones?

A: With certain restrictions, mobile vending on private property is permitted in Commercial, Industrial, Office, Open Space, and Form Based Code Districts as defined in the City of Knoxville Zoning Code. Additionally, MFUs may operate in Residential Districts under specific circumstances; see the ordinance for more detail. If you are parking your Unit on private property outside of the designated (i.e., striped) parking spaces, a Site Permit is required. If your Unit is using shore power on private property, the electrical hook-up must be inspected and approved by the Plans Review and Inspections Department.



Q: I am the owner or operator of a private property and would like to invite a Mobile Food Units onto my property. What do I need to do?

A: Mobile Vending on private property is only permitted in specific districts (see previous question and answer). If the Units will be operating on your property in designated (i.e., striped) parking spaces **and** using onboard generators, you don't need to do anything extra. However, if the Units will be operating outside of designated parking spaces or using shore power, additional approvals will be required. If the Units are outside of the designated parking spaces, a Site Permit is required to ensure that the placement of the MFU allows fire access, does not impede visibility of motorists, and is otherwise situated safely. If the Units are using shore power on your property, the electrical hook-up must be inspected and approved by the Plans Review and Inspections Department. Please note that MFUs are not permitted to operate on unpaved, gravel lots.

Q: How can I set up my Mobile Food Unit at Special Events?

A: You need to contact the person in charge of the special event to be a vendor, and you will need a Permit. The City of Knoxville offers a Temporary Permit for MFUs that may be used for a single event not to exceed three consecutive days. It is crucial for you to contact the Office of Business Support in advance of the event to ensure that your Unit can comply with City regulations. For information about special events in the City, including a calendar of events, visit the [Special Events website](#).



Q: Can I operate my Mobile Food Unit in a City of Knoxville park?

A: Yes, but you may only operate in certain parks and you must make a reservation through the Parks and Recreation Department. If you wish to operate your Mobile Food Unit in a City of Knoxville park, please refer to the [Rules for MFU Operation in City Parks](#) and contact the Parks and Recreation Department at (865) 215-2091.

Q: Can I use signs to advertise my business?

A: Yes, a MFU is limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than twenty-five inches by forty-five inches (25" x 45"). All signs mounted on the Unit shall be secured and mounted flat against the Unit and shall not project more than six inches (6") from the exterior of the Unit. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. You may not use flashing lights to draw attention to your MFU.

Q: May I use amplification equipment on or around my Unit?

A: No.

Q: May I operate my Mobile Food business from my house?

A: No. Specific districts govern any activity or use associated with operating a MFU (e.g., food preparation, waste disposal, produce deliveries). Residential districts strictly limit the operation of home occupations, as defined in [Article V, Section 12](#) of the City of Knoxville Zoning Ordinance.

Q: Where can I access all the rules that apply to Mobile Food Units?

A: In the [MFU ordinance](#), you can find detailed information including definitions, permitting process, zones, indemnity, insurance requirements, and much more.

Q: Why are there so many regulations?

A: It may seem like there are a lot of rules for Mobile Food Units; however, most of these rules—such as the stormwater regulations, electrical inspections, and zoning restrictions—already exist in the City of Knoxville's ordinances. The laws relevant to MFUs have simply been compiled into one ordinance for convenience. Most importantly, though, the City of Knoxville wants to keep its citizens safe and the City of Knoxville wants everyone to have a clear understanding of how MFUs may operate.

Q: Who should I contact if I have further questions?

A: While the Mobile Food Unit initiative is a joint effort of numerous City departments, the program is administered by the Office of Business Support. If you have questions, please contact Patricia Robledo, Business Liaison, at (865) 215-3155 or probledo@knoxvilletn.gov.

For office use only:

PERMIT#: _____ DATE OF APPROVAL: _____ EXPIRATION DATE: **12/31/20** _____

NUMBER OF FOOD TRUCK LOCATIONS APPROVED ON LOT: _____

ACCESSORY USE PERMIT APPLICATION

Food Trucks

(Please print clearly)

Property Owner (applicant) Name: _____

Property Address: _____ Zip _____

Contact Numbers: Home _____ Work _____ Mobile _____

Email address: _____

(All correspondence will be emailed to this address unless otherwise requested.)

ZONING DISTRICT: _____

Allowed in Zoning Districts as noted in 5.3.4(P)(1) and 5.3.4(P)(2). Please confirm at <http://vip.townofcary.org>.

NUMBER OF FOOD TRUCK LOCATIONS REQUESTED: _____ (up to 3 max. per lot)

LOCATION ON LOT:

- ☐ Attach a site layout with the specific location of each food truck. Show the required distances from the elements listed in 5.3.4(P)(1)(b) Locational Standards.

Note: A site layout is not required for food trucks serving residents and guests at a neighborhood activity or function on commonly-owned property within that residential development

APPROVED VENDORS:

- ☐ Please list potential food truck vendors on page 2 and provide a copy of their NC Sales and Use Tax Certificate and Wake County Environmental Services Vending Permit for each.

Note: To amend (add or remove) your list of authorized vendors on an existing permit, submit page 2 only.

TERMS AND CONDITIONS:

1. This permit is valid through December 31 of the year in which it is issued.
2. Only the food truck vendors listed on this permit shall operate on site, and must be in approved locations (up to 3 may be allowed, if approved).
3. Food trucks must be operated in accordance with all Locational, Operational, and Health and Sanitation standards and other requirements detailed in Section 5.3.4(P).

APPLICANT'S STATEMENT:

I hereby certify that I am making this application for myself and that the statements given are true to the best of my knowledge. I further attest that I understand that I am responsible for compliance with the terms and conditions of this permit and any other applicable laws and regulations not expressly stated in this permit.

Signature of applicant

Date

Signature of property owner, if different from above

Date

FOOD TRUCK VENDORS

Please check one: ☐ New application ☐ Amended vendor list only

Important: To change the number of approved locations on your lot, please submit a new application!

Only the Food Trucks listed below may operate on the lot as a part of this permit, if approved. This list may be amended within the approval period. **No more than the approved number of food trucks may be on site at any one time, and may operate only in approved locations.**

For each vendor listed below, please submit a copy of their (1) NC Sales and Use Tax Certificate, and (2) Wake County Environmental Services Vending Permit.

Food Truck Vendor Name	NC Sales and Use Tax Certificate	Wake County Environmental Vending Permit
1. _____	☐	☐
2. _____	☐	☐
3. _____	☐	☐
4. _____	☐	☐
5. _____	☐	☐
6. _____	☐	☐
7. _____	☐	☐
8. _____	☐	☐
9. _____	☐	☐
10. _____	☐	☐
11. _____	☐	☐
12. _____	☐	☐
13. _____	☐	☐
14. _____	☐	☐
15. _____	☐	☐

Signature of applicant

Date

Signature of property owner, if different from above

Date

REQUIREMENTS FOR OPERATING FOOD TRUCKS

5.3.4 ACCESSORY USES AND STRUCTURES: *Accessory Uses and Structures Allowed*

(P) Food Trucks

The purpose of these regulations is to promote the general health, safety and welfare of the citizens of the town by establishing reasonable regulations and review procedures to allow for the retail sale of food and food products via mobile food vending vehicles, commonly called "food trucks." The intent of these provisions is to establish rules related to the location and operation of food trucks on private and public property within the town, while considering their potential effects on public streets, public properties, nearby residential properties, and other food service establishments. These provisions are not intended to apply to peddlers and solicitors who are otherwise regulated under Chapter 20, Licenses and Business Regulations, of the Cary Town Code.

(1) Developed Sites in Non-Residential Zoning Districts, Mixed Use Overlay Districts and Non-Residential Portions of Planned Development Districts, and HMXD, MXD, COM, OFC/INS and OFC/IND Sub-districts of the Town Center District

(a) Permits Required

1. An accessory use permit per Section 3.5 shall be obtained by the property owner for any lot proposed to accommodate one or more food truck businesses. A copy of the accessory use permit shall be kept in the food truck.
2. The accessory use permit application shall include a list of potential food truck businesses expected to operate on the lot, and a copy of the following for each business:
 - a) NC Sales and Use Certificate for collecting and paying the proper sales taxes and prepared meals taxes; and
 - b) Wake County Environmental Services Vending Permit and a means for the disposal of grease within an approved grease disposal facility.

Said certificate and permit shall be clearly displayed on the food truck.

4. The accessory use permit shall be valid for up to one calendar year and may be amended during the period of validity to remove or add specific food truck business(es) authorized to operate on the lot.
5. The Accessory Use Permit shall designate the specific locations on a given site where a food truck may operate.

(b) Locational Standards

Food trucks shall be located on developed lots in accordance with the following standards:

1. Food trucks must be located in an area that is not actively used by an existing, approved principal use on a developed lot.
2. Food trucks may not encroach upon open space, landscaping, fire lanes, vehicular access ways or pedestrian walkways, and shall not obstruct or disturb existing buffers or required setbacks from buffers or streetscapes,
3. Food trucks shall be located a minimum of one hundred (100) feet from the main entrance of any eating establishment or similar food service business, any outdoor dining area, and any other food truck location, as measured in a straight line. This 100-foot separation requirement shall not apply to a food truck located on the same lot as an eating establishment or similar food service business, outdoor dining area, or other food truck, so long as all other requirements of this Ordinance are met. No more than three (3) food trucks may be located on a single lot.
4. Food trucks may not be located within 150 feet of a lot with a dwelling unit as measured in a straight line from the location of the food truck to the nearest property boundary.
5. In the event that one or more permanent restaurant or other food service establishment or residence is located within the minimum separation requirement after an accessory use permit for a food truck location has been issued, the food truck may continue to operate under the terms of its Accessory Use Permit until said permit expires.
6. Food trucks shall be located a minimum of five (5) feet from any fire hydrant, sidewalk, utility box, handicap ramp and building entrance.
7. Food trucks may not occupy parking spaces required to fulfill the minimum requirements of the principal use, unless the hours of operation of the principal use do not coincide with those of the food truck.

(c) General Operational Standards

1. Food trucks may only operate between the hours of 6:00 a.m. to midnight.

2. Food trucks must be removed from all permitted locations during the hours when they are not permitted to be in operation, and may not be stored, parked, or left overnight on any public street or sidewalk.
3. One sandwich board sign shall be allowed.
4. Amplified music is not permitted.
5. Outdoor seating areas for dining associated with a food truck, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters, are not permitted.

(d) Health and Sanitation Standards

1. All food preparation, storage, and sales or distribution by a food truck operator shall be in compliance with all applicable County, State and Federal Health Department sanitary regulations. In accordance with such laws, the food truck shall return daily to a commissary for proper servicing.
2. The operator shall keep all areas within five (5) feet of the food truck and any associated customer or dining area clean of grease, trash, paper, cups or cans associated with the food truck.
3. Each food truck operator is responsible for the proper disposal of solid waste associated with the operation of the food truck and any outdoor dining areas. Public trash receptacles are not to be used for this purpose.
4. Operators shall remove all waste and trash prior to leaving their approved location or as needed to maintain the health and safety of the public.
5. No waste or grease may be disposed in storm drains, the sanitary sewer system or onto the sidewalks, streets, or other public spaces.
6. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the food truck operator shall be required to cease operation immediately. The owner of the food truck business shall be liable for the violation.

(2) Other Zoning Districts

In all zoning districts other than those listed in Section 5.3.4(P)(1) above, food trucks may be allowed only on commonly-owned property within a residential development serving residents and guests at a neighborhood activity or function. Requirements of Section 5.3.4(P)(1) shall apply.

(3) Public Property

Food trucks may not be operated on public property such as parks or plazas, parking lots, public street rights-of-way, or public sidewalks except as specifically authorized by the Town and as part of an official public event sponsored or co-sponsored by the Town of Cary,

(4) Component of Temporary Event

In accordance with Sec. 5.4, Temporary Uses and Structures, food trucks may be placed on private property in conjunction with a public or private event. If food trucks are included as part of the event, the temporary use permit for the event itself, if required in Table 5.4-1, shall also identify the inclusion of food trucks and shall serve as the accessory use permit for the site for the duration of the event. Such food trucks shall only be operated during the hours of the event, which time does not include the time before and after the event where the operator is preparing to set up or remove the food truck.

(5) Construction Sites

In all zoning districts, food trucks may be allowed on construction sites in accordance with the following:

- (a) The site is undergoing construction in accordance with an approved and valid site plan or subdivision plan and building permit.
- (b) Such trucks may vend to person(s) lawfully authorized to be on the construction site, and not to the general public.
- (c) Food trucks shall be parked in an appropriate location based on the location of active construction activity, as authorized by the general contractor consistent with safe construction site management practices,
- (d) A copy of the following shall be clearly displayed on each food truck:
 - (i) NC Sales and Use Certificate for collecting and paying the proper sales taxes and prepared meals taxes; and
 - (ii) Wake County Environmental Services Vending Permit and a means for the disposal of grease within an approved grease disposal facility.
- (e) General operational standards specified in Section 5.3.4(P)(1)(c) shall apply.
- (f) Health and sanitation standards specified in Section 5.3.4(P)(1)(d) shall apply.

CHAPTER 2. - PEDDLERS, SOLICITORS, ETC.

Sec. 9-201(2). - Definitions.

Itinerant merchant shall mean any person who is authorized to engage in the giving away, the selling or offering for sale, of goods, wares or merchandise, or who solicits patronage for any person, business, or service by word of mouth, or gesture, or by use of electrical, mechanical or sound-making devices, to entice or persuade anyone to buy, sell or accept goods, wares, or merchandise during the hours of 7:00 AM to 10:00 PM Sunday through Saturday within the corporate limits of the city, where the above-mentioned activities are conducted from a temporary or transient location with the express, written permission of the private property owner(s). For purposes of this section, "temporary or transient location" means from a stand, stall, kiosk, trailer, and/or vehicle that is intended to be temporary and removed from the property when not open for business (unless otherwise expressly permitted by the City). This section shall also apply to any and all ancillary equipment associated with the itinerant merchant, including, but not limited to, signs, tables, chairs, marketing materials, set-ups, and/or trash bins.

Sec. 9-208(2). - Limitations on use of streets and sidewalks.

(2) *Prohibitions.* The following activities shall be declared unlawful:

(a) Soliciting by parked vehicle or movable receptacle on public streets, highways, sidewalks, right-of-way, and public places.

(b) The erection of stands or similar contrivances on public streets, highways, sidewalks, rights-of-way, and public places for the purpose of giving away displaying and/or buying or selling of goods, wares or merchandise.

(c) Sale of drinks or other prepared foods and/or edible items upon public streets, sidewalks, highways and rights-of-way, except as may be regulated elsewhere in this Code.

RESOLUTION NO. 2018-61

A RESOLUTION TO ESTABLISH A GRACE PERIOD FOR MOBILE FOOD VENDORS TO OPERATE TEMPORARILY THROUGH DECEMBER 31, 2018, OR UNTIL THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN HAVE ADOPTED A COMPREHENSIVE MOBILE FOOD VENDING ORDINANCE, WHICHEVER OCCURS FIRST.

WHEREAS, due to the increased popularity of the mobile food vending industry, the City of Franklin has received a growing number of requests from mobile food vendors to operate within the City limits; and

WHEREAS, the City has allowed mobile food vendors to operate as itinerant merchants provided mobile food vendors first obtained an itinerant merchant permit and operated in accordance with the requirements set forth in Title 9, Chapter 4 of the City of Franklin Municipal Code entitled Peddlers and Solicitors; and

WHEREAS, City staff has received direction from the City of Franklin Board of Mayor and Aldermen to further examine existing City regulations related to itinerant merchants and mobile food vendors; and

WHEREAS, City staff has commenced researching various mobile food vending ordinances and will engage City leaders, residents, stakeholders, business owners, and mobile food vendors to ensure the draft mobile food vending ordinance presented to the Board of Mayor and Aldermen fulfills the community's expectations; and

WHEREAS, City staff has concluded mobile food vendors when carefully incorporated into the fabric of a community increases the vitality of public and private spaces, increases the number of local culinary options, offers an alternative to lunch commutes for employees, and fosters opportunities for local entrepreneurship; and

WHEREAS, City staff resolves to work with City leaders, residents, stakeholders, business owners, and mobile food vendors to establish a clear, reasonable, and consistently enforceable mobile food vending ordinance and recommends allowing mobile food vendors to operate temporarily on private property and on public property when expressively permitted by the Board of Mayor and Aldermen provided mobile food vendors receive written permission from the private property owner, have a valid business license, and comply with all State regulations governing the operation of mobile food units.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that City staff has commenced work on drafting a City of Franklin mobile food vending ordinance that includes seeking input from City leaders, residents, stakeholders, business owners, and mobile food vendors in the process of establishing a clear, reasonable, and consistently enforceable mobile food vending ordinance. Through December 31, 2018, or until the BOMA has adopted a mobile food ordinance, whichever occurs first, the Board will allow mobile food vendors to operate temporarily on private property provided mobile food vendors submit written permission from the private property owner where they will operate and a valid business license to the Building and

Neighborhood Services Department prior to opening for business and agreeing to and complying with all State regulations governing the operation of mobile food units.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2018.

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

**RIVERBLUFF HOMEOWNERS ASSOCIATION/CITY OF FRANKLIN
EASEMENT ACCESS AGREEMENT
Contract No. 2018-0100**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between Riverbluff Investments, LLC, hereinafter referred to as the "Riverbluff" and Riverbluff Homeowners Association, Inc., hereinafter referred to as "HOA" and City of Franklin, hereinafter referred to as "City"

W I T N E S S E T H

WHEREAS, on December 22, 2014, Jerry Bozeman and Frances Bozeman granted an Access and Landscaping Easement to Riverbluff Investments, LLC, and to any homeowner association formed of record in Book 6350 Page 938 Register's Office for Williamson County, Tennessee ("Easement Agreement").

WHEREAS, certain portions of Bozeman parcel have been incorporated with the consent of Bozeman into a planned unit development known as Riverbluff; and

WHEREAS, City requires access to the easement area.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and legal sufficiency of all which is hereby acknowledged, the parties hereto agree as follows:

1. Riverbluff and HOA agree that the Easement Agreement cannot be changed or terminated without the written permission of the City of Franklin Board of Mayor and Aldermen.
2. HOA acknowledges that the City can compel the HOA to repair, modify, improve, or maintain the easement in accordance with City approved plans if needed.
3. Riverbluff and HOA assigns to City a perpetual non-exclusive easement for pedestrian and vehicular access, ingress, and crossing over and across that portion of Bozeman Parcel and any rights to this Easement Agreement that Riverbluff and HOA have under this Easement Agreement and agree that City has full, unimpeded access to the Easement Area, and in the event that the City determines it needs to repair, modify, improve, or maintain the easement in accordance with City approved for the Riverbluff development, HOA shall be responsible for reimbursing the City or its contractors for associated costs.

4. The entire understanding between the parties is set out in this Agreement. This agreement supersedes and voids all prior proposals, letters, and agreements, oral or written.
5. Applicable Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of Tennessee. Should any provision be held to be invalid or unenforceable by a court of competent jurisdiction, the validity or legality of the remaining provisions shall not be affected but shall continue in full effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this the _____ day of _____, 2018.

Riverbluff Investments, LLC

By: Century Investment Partners, Inc.,
Managing Member

By: _____
James W. Cross, IV, President

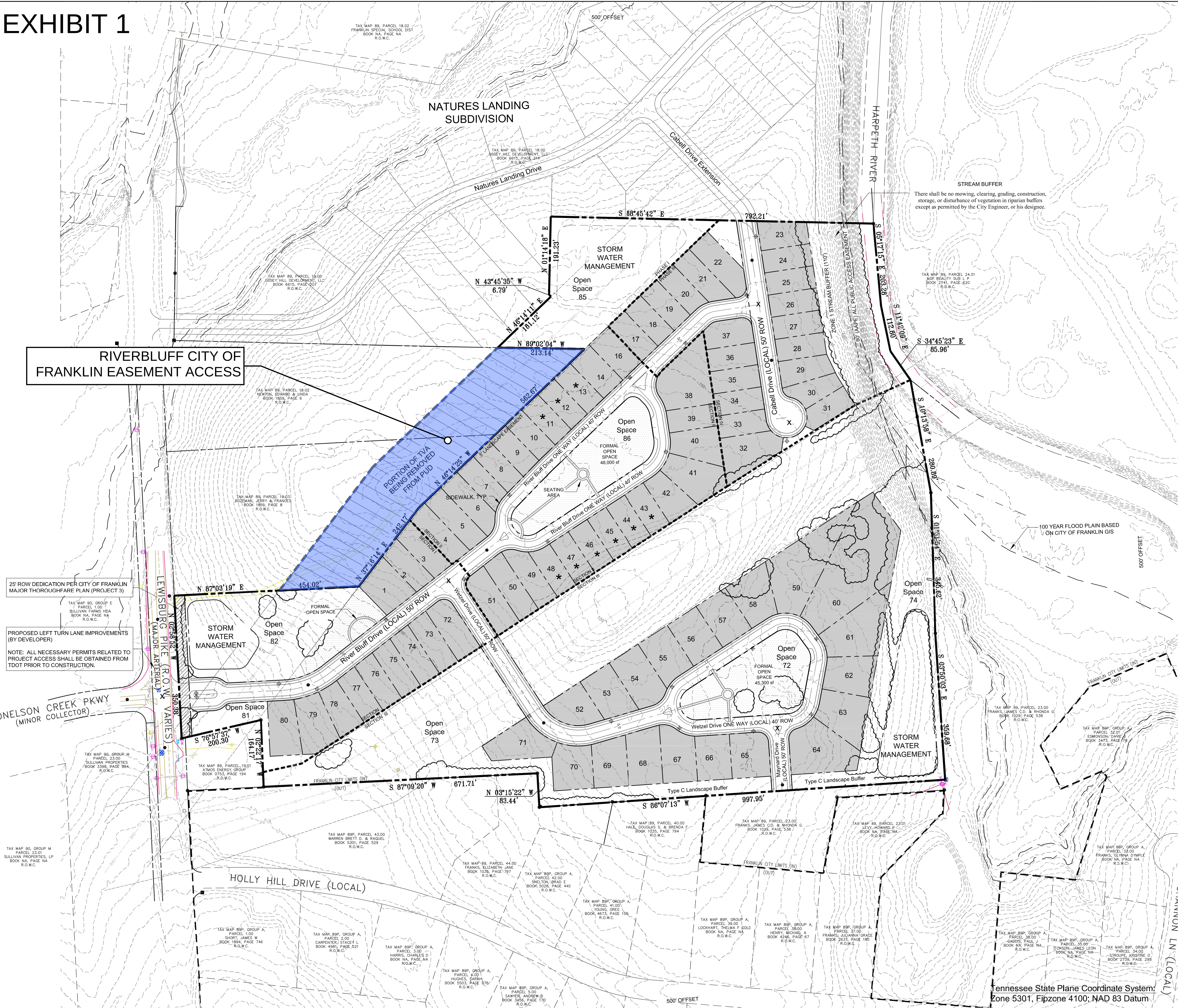
Riverbluff Homeowners Association, Inc.

By: _____
James W. Cross, IV, President

City of Franklin

By: _____
Eric S. Stuckey, City Administrator

EXHIBIT 1



0 100 200 300

Scale: 1"=100'

CONNECTIVITY INDEX:

- LINKS 9
- NODES 5

9/5 = 1.80
(1.65 REQUIRED)

PROJECT PHASING:

UNITS PER PHASE:	
PHASE I	38
PHASE II	20
PHASE III	21
TOTAL	79 SINGLE FAMILY HOMES

TYPICAL LOT STANDARDS:

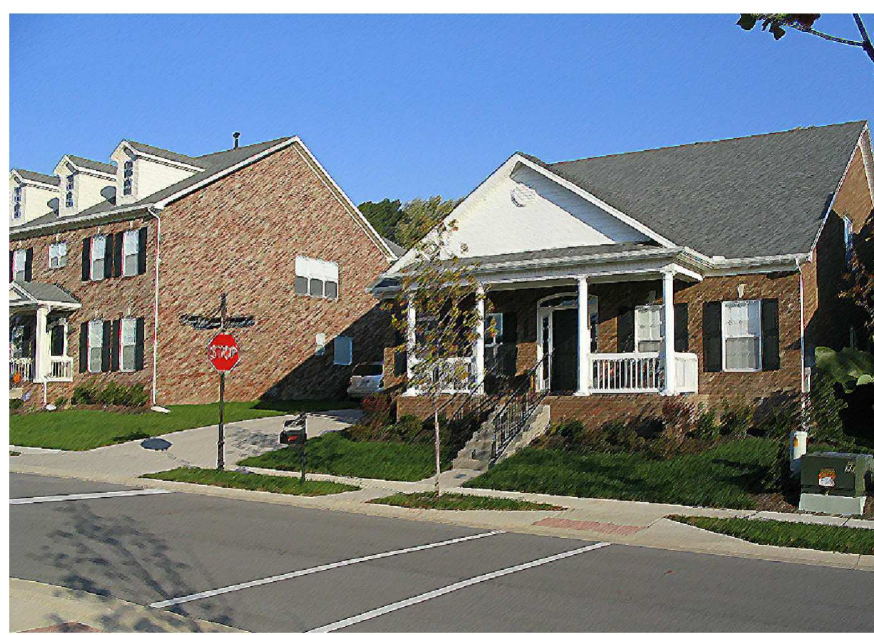
35'-0" MINIMUM

MINIMUM SETBACKS:

- FRONT: 15'
- SIDE: 5'
- REAR: 6'

HOUSE

STREET



STATEMENT OF ARCHITECTURAL INTENT:

A VARIETY OF FRONT ELEVATIONS INCLUDING BRICK, SIMULATED STONE, AND CEMENTATIONOUS SIDING. SIDE AND REAR ELEVATIONS TO BE MASONRY MATERIAL OF EITHER BRICK OR CEMENTATIONOUS SIDING.

BUILDING HEIGHT:
SQUARE FOOTAGE RANGE:

3 STORY MAXIMUM
1,700 SF - 4,200 SF

SITE DATA:

PROJECT NAME:	RIVERBLUFF (Approved by City of Franklin and Williamson County)
PROJECT:	xxxx
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	RIVERBLUFF DRIVE, FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	10TH
EXISTING ZONING:	MEDIUM RESIDENTIAL (R-2)
CHARACTER AREA OVERLAY:	CNCO - 2
OTHER APPLICABLE OVERLAYS:	FFO FWO (SMALL PORTION)
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
ACREAGE OF SITE:	41.51 ACRES
SQUARE FOOTAGE OF SITE:	1,807,964 SF
MINIMUM REQUIRED SETBACK LINES:	REFER TO TYPICAL LOT CHART ON THIS SHEET
OWNER:	RiverBluff Investments, LLC - Jim Cross
ADDRESS:	103 Forest Crossing Blvd., Suite 204, Franklin, TN 37064
PHONE NO:	615.377.8111
EMAIL ADDRESS:	jimc@centuryconst.com
APPLICANT:	DESIGNSTUDIO, LLC
PHONE NO:	615.218.8118
EMAIL ADDRESS:	jgoddard@designstudioplan.com
CONTACT NAME:	JASON GODDARD
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	N/A
LANDSCAPE SURFACE RATIO:	.40
MINIMUM LANDSCAPE SURFACE RATIO:	.40
MINIMUM PARKING REQUIREMENT:	2 SPACES PER DETACHED SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	2 SPACES PER DETACHED SINGLE FAMILY HOME - MIN
RESIDENTIAL DENSITY:	1.90 DU/A
TREE CANOPY:	REFER TO TREE CANOPY NOTES
PARKLAND DEDICATION:	FEES IN LIEU OF PARKLAND DEDICATION SHALL BE PAID PRIOR TO THE RECORDING OF THE FIRST FINAL PLAT FOR THIS SUBDIVISION.

OPEN SPACE SET-ASIDE:	
REQUIRED:	271,195 SF (15%) FORMAL: 89,494 SF (33%) INFORMAL: 178,989 SF (66%)
PROVIDED:	764,985 SF (42.3%) FORMAL: 109,375 SF (40.3%) INFORMAL: 671,420 SF (248%)

SITE AMENITIES - FORMAL OPENSACE AMENITIES SHALL INCLUDE: WALKS, SEATING AREAS, BENCHES, LANDSCAPING, AND DECORATIVE STREET LIGHTING. FINAL DESIGNS TO BE DEVELOPED WITH THE SITE PLAN.

DRAINAGE BASIN:	HARPETH RIVER
RAILROAD INFRASTRUCTURE/ ROW:	NONE
MINERAL RIGHTS:	PROPERTY IS SUBJECT TO MINERAL RIGHTS AGREEMENT TO THE MONSANTO CHEMICAL COMPANY, DEED BOOK 94 R.O.W.C., AND PAGE 486.
GAS EASEMENT:	PROPERTY IS SUBJECT TO RIGHT OF WAY AGREEMENT WITH GULF INTERSTATE GAS CO. DEED BOOK 96, PAGE 184 R.O.W.C., AND DEED BOOK 108, PAGE 408 R.O.W.C.
TVA EASEMENT:	PROPERTY IS SUBJECT TO A GRANT OF TRANSMISSION LINE EASEMENT DEED BOOK 75, PAGE 577 R.O.W.C.

LEGAL DESCRIPTION: Refer to Cover Page

TREE CANOPY/ PRESERVATION PLAN:

EXISTING TREE CANOPY COVERAGE:	26.7% OF SITE (478,508 SF)
TREE CANOPY RETENTION (MIN):	12.8% (.267 [EXISTING COVER]) X .48 [REQ. RETENTION COVER])
MINIMUM TREE PROTECTION ZONE:	229,395.7 SF
TREE PROTECTION PROVIDED:	238,740 SF

CRITICAL TREE LOTS

* LOTS 11-13 AND 43-48 SHALL BE DESIGNATED "CRITICAL TREE LOTS"

PLANNING NARRATIVE:

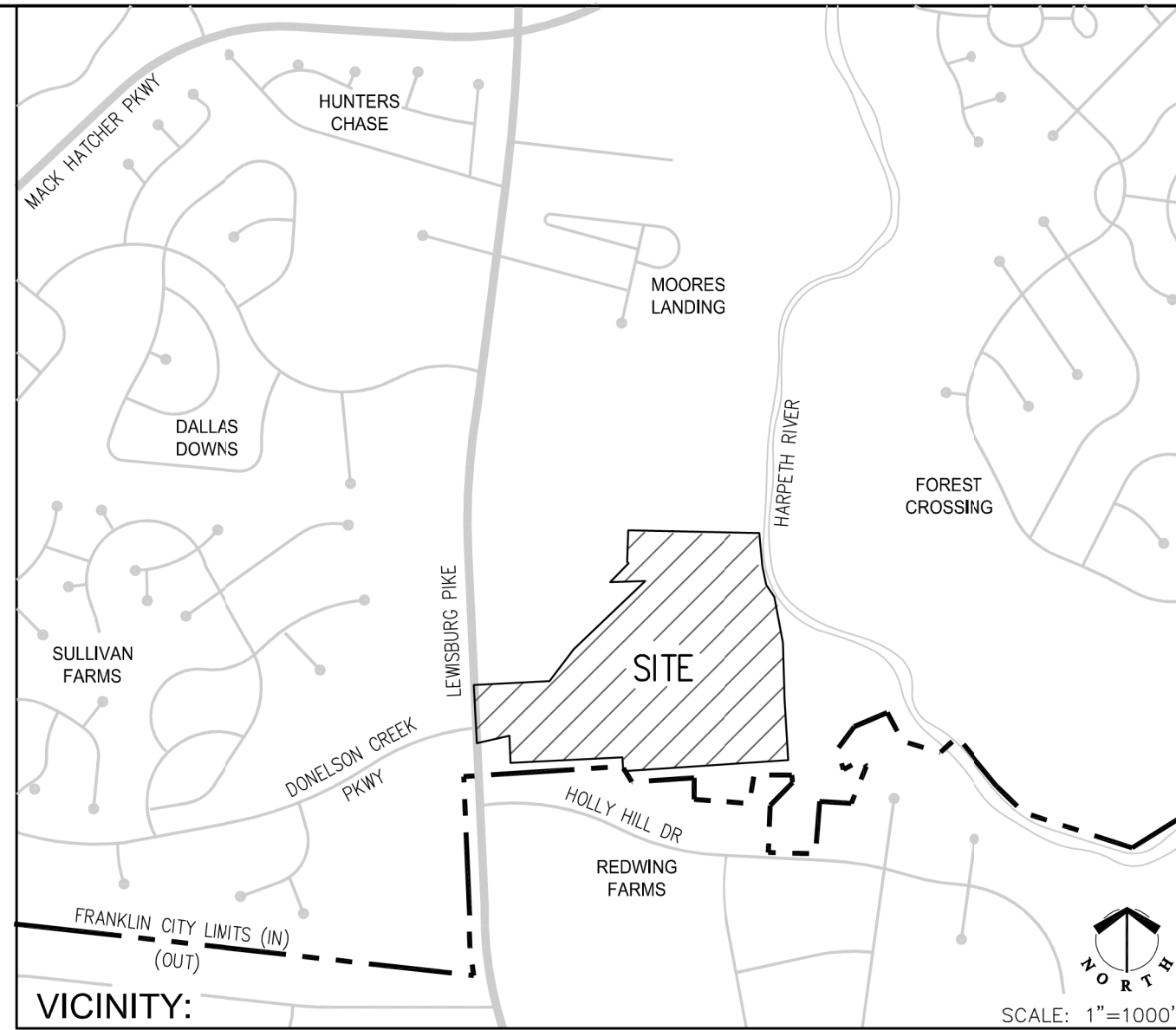
RIVERBLUFF IS LOCATED IN SPECIAL AREA 2 OF THE CARNTON CHARACTER AREA. THE 43.95 AC SITE IS LOCATED ON LEWISBURG PIKE, EAST OF DONELSON CREEK PARKWAY. SURROUNDING USES INCLUDE: SULLIVAN FARMS SUBDIVISION (WEST), AN UNDEVELOPED TRACT (NORTH), REDWING FARMS (SOUTH) AND THE HARPETH RIVER TO THE EAST. THE PROPOSED PLAN UTILIZES CONVENTIONAL PLANNING STANDARDS WHICH IS CONGRUENT WITH THE LAND USE PLAN RECOMMENDATIONS.

COMMUNITY INFRASTRUCTURE IMPACTS:

1. WATER
WATER TO BE PROVIDED BY THE CITY OF FRANKLIN. A WATER MAIN IS LOCATED ALONG THE LEWISBURG PIKE ROW.
AVERAGE WATER USE FOR FINAL DEVELOPMENT IS ESTIMATED AT: (79 UNITS) X 3.5 CAPITA PER LOT X 100 GPD/ (CAPITA) = 27,650 GPD
MAXIMUM WATER USE AT PEAK HOUR FACTOR OF 4: 27,650 GPD X 4 = 110,600/24 = 4,608 GAL/HOUR = 76.8 GPM
2. SEWER
SEWER SERVICE TO BE PROVIDED BY THE CITY OF FRANKLIN. SEWER IS LOCATED ON THE NORTH SIDE OF DONELSON CREEK AT LEWISBURG PIKE AND WILL BE EXTENDED TO THE SITE ALONG THE EAST SIDE OF LEWISBURG PIKE.
3. RECLAIMED WATER FACILITIES
RECLAIMED OR REUSE WATER IS AVAILABLE TO THIS PROJECT.
4. STREET NETWORK AS SHOWN ON THE MAJOR THOROUGHFARE PLAN.
THE PROJECT WILL BE ACCESSED VIA LEWISBURG PIKE.
5. DRAINAGE FACILITIES
STORM WATER MANAGEMENT WILL BE PROVIDED ON SITE.
6. DRIVING DISTANCES TO POLICE, FIRE, AND RECREATIONAL FACILITIES.
POLICE DEPARTMENT: 2.98 MILES
FIRE STATION: 2.37 MILES
PINKERTON PARK: 3.05 MILES
7. PROJECTED STUDENT POPULATION.
THE PROPOSED DEVELOPMENT WILL RESULT IN AN INCREASE OF UP TO 79 HOUSEHOLD UNITS. BASED ON AN AVERAGE OF .64 SCHOOL AGE CHILDREN PER HOUSEHOLD, THE PROPOSED DEVELOPMENT WILL RESULT IN 49-51 STUDENTS WITHIN THE FOLLOWING SCHOOLS:
OAK VIEW ELEMENTARY (1.91 MILES)
PAGE MIDDLE SCHOOL (3.42 MILES)
CENTENNIAL HIGH SCHOOL (9.17 MILES)
8. REFUSE STORAGE AND SANITATION COLLECTION
REFUSE AND SANITATION COLLECTION WILL BE BY CITY OF FRANKLIN.
9. RESTRICTIVE COVENANTS AND ARCHITECTURAL GUIDELINES
RIVERBLUFF HOME OWNERS ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

LIGHTING:

4+ APPROXIMATE LOCATION OF PROPOSED STREET LIGHT. PROPOSED LIGHTING WILL CONSIST OF DECORATIVE STREET POLE LIGHTS AND SHALL BE DESIGNED IN COMPLIANCE WITH CITY OF FRANKLIN AND MIDDLE TENNESSEE ELECTRIC STANDARDS.



date: April 9, 2018
revisions: May 3, 2018

COF no. 6686
project no. 12012
scale: 1"=100'

22 Aug 2018

Brad Wilson | Facilities Project Manager
City of Franklin | City Hall
Franklin, Tennessee 37064

Professional Services Agreement

City of Franklin City Hall Programming Report

We appreciate the opportunity to provide this proposal and are looking forward to working with you to provide this report which will project the spaces and departmental relationships for a new City Hall.

Consultant Team:

Architectural - James Kennon - AW
Programming – Jim McClaren – MWL
Economics Analysis - Randall Gross – RG/DE

SCOPE OF SERVICES:

We, along with our proposed project team of consultants, have developed the project scope of services as outlined in the attached exhibits.

FEES

Our fee for the above services is outlined on the attached sheet totally \$137,800 for proposed design services, excluding any reimbursable expenses.

SCHEDULE

Due dates to be developed after approval of phases

We appreciate the opportunity to provide you with this proposal. If all of this is satisfactory with you, please sign and return this form authorizing the Workshop to proceed with the design services as described.

Sincerely,

James Kennon
the architect **WORKSHOP**

22 Aug 2018
Date

Brad Wilson, City of Franklin Facilities Project Manager

Date

ATTACHMENTS

Terms and Conditions of Agreement
Exhibit A Professional Services Fees and Scope of Services

Terms and Conditions of Agreement

The following describe the terms and conditions of the professional services agreement between the architect **WORKSHOP**, pllc [the Architect] and **City of Franklin** [the Client] for the professional services as related to the scope of services described in the agreement to which these terms are attached.

ARCHITECT'S RESPONSIBILITIES:

The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

CLIENT'S RESPONSIBILITIES:

The Client shall coordinate the services of their own consultants with those service provided by the Architect. The Client shall require that the consultants, retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance and include the Architect as additional insured for claims caused in whole or in part by the Client's negligent acts or omissions during the course of the Project. The Client shall be solely responsible for the management and coordination of the construction of the project, and shall indemnify the Architect and its employees harmless from and against damages, losses and judgements arising from claims by third parties, including attorneys' fees and expenses recoverable under applicable law, but only to the extent they are not directly caused by the Architect's gross negligence or willful misconduct.

ACCESS TO THE SITE:

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that, the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site, during construction. The Architect is responsible for the safe conduct of their employees while on Client's property. The Architect and its sub-consultants shall comply with Client's requirements for advance notice of invasive testing.

BILLINGS AND PAYMENTS:

The Architect's professional services invoices for services shall be submitted, on at least a monthly basis. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, the Architect may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services.

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the Architect.

INSURANCE:

The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement, and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants. Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client, or Client's consultants, Client's Contractors, Staff or Agents in excess of \$10,000, by reason of any act or omission, including breach of contract or negligence not amounting to willful misconduct.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or the Architect upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of, the Architect, the Client shall compensate the Architect for services performed prior to termination, together with the Architect's reimbursable expenses.

DISPUTE RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against The Architect, a professional limited liability corporation, and not against any of The Architect's individual employees, officers or directors.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against the Architect, as well as its principal's, employees, and consultants to a sum not to exceed \$150,000 on account of any design defect, error, omission, or professional negligence. Further, the Client agrees to require any Contractor or Subcontractor who may perform work on the project, as a condition precedent to their performing the work, and the Owner, to agree to a like limitation of liability on their part against the Architect. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Architect to the Owner or such Contractor or Subcontractor arising out of a design defect, error, omission, or professional negligence shall be allocated between the Client and the Architect in such a manner that the aggregate liability of the Architect for such defect to all parties, including you, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000). In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect.

APPLICABLE LAW:

Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

OWNERSHIP OF DOCUMENTS:

The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the Owner or any person or entity that acquires or obtains the documents from or through the Owner. Transfer of the electronic files to the Owner, shall not limit the Architect's rights to use the documents in the marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

PUBLICATION RECOGNITION:

The Client agrees to display during the construction period, temporary signage, as allowed by regulations of the municipality, noting the architect **Workshop** as the Architect for the work. The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.

Exhibit A**Professional Services Fees and Scope of Services
City of Franklin City Hall Programming Report**

phases	Professional Team Members			Totals	% of fee
	AW	MWL	RG/DE		
data gathering deliverable - questionnaires, space standards, meetings and notes and demand driven space analysis meetings - kick off - webbased - onsite interviews multi-day tasks - prepare questionnaires, suggested office space standards, assemble background information provided by City and RG/DE	\$ 10,150 AW and MWL on-site for interviews	\$ 24,500 MWL lead majority of document preparations	\$ 5,900 Assess demographic, real estate, and employment trends and growth projections	\$ 40,550	29%
public input meeting with limited group of local stakeholders to allow design team to have perspective of city hall direct neighbors insights and concerns which could impact the space needs analysis - meeting to occur during onsite workshop for user groups of city hall - summary notes	see above	see above	see above Evaluate the potential for white box and/or rental space and uses for agencies and non-government		
analysis includes, team and client meetings - kick off meeting, interim report on findings, final presentation of findings and recommendations, Existing conditions assessments, Demand Driven Space Requirements - (mesh with MWL data gathering) External use and Income Generating Opportunities, ROI analysis, Recommendations	see below	see below	see below RG/DE lead economic analysis and report		
data synthesis deliverable 3-4 page spreadsheet summarizing findings of data gathering and public forum	\$ 2,650 AW - onsite presentation	\$ 10,950 MWL - tel-con	\$ 8,000 demand driven space analysis RG/DE on site	\$ 21,600	16%
the game plan Summary of findings of MWL, RG/DE and team in written and visual presentation deliverables written report, stacking diagram of overall site multi-page document - space needs, methodology, trends influences, designer guidelines, illustrated space standards, square footage spreadsheets, adjacency diagrams, growth milestones, demographic factors, technology needs	\$ 28,800 AW visual and synthesis of MWL findings	\$ 43,800 MWL - written documentation and includes on onsite presentation	\$ 3,050 RGE - review of findings for alignment with research findings	\$ 75,650	55%
total of fees	\$41,600	\$79,250	\$16,950	\$137,800	100%

assumptions

1. Assumption that on-site public workshops are deferred until schematic design phase of project
2. Assumption that game plan presentation is a single presentation by AW and MWL, any additional presentations would be conducted by AW. If MWL participation is required it would be an extra services with T&M fee.
3. **Long term demographic and external / economic forces evaluation** is RG/DE scope of services
MWL will project staffing needs based on growth projections furnished by RG/DE research

deliverables

1. Space needs will Utilize staffing projections (developed by RG/DE) and identify number of, and size of, rooms including offices and workstations (without drilling down into specifics of office equipment, files etc.)
2. bulk adjacency diagrams showing relationships of major spaces and departments to each other to accommodate desired relationships for work flow and
3. develop initial basic stacking plans based on space needs assessment for office and parking needs.
4. space needs based on space standards (space standards to be based on discussion with the City about space standards establishing roles and positions criteria for types of works space (who gets private offices, vs open offices, vs shared offices and open shared spaces)

exclusions

1. Preparation of detailed room data sheets (specifics of office equipment, files, etc.)
2. Preparation of highly detailed spreadsheets (won't say how many file cabinets etc.)
3. Prepare building and/or site concept plans, beyond the initial stacking concepts to validate space needs will "fit" on existing site
4. MWL budget for travel and hotel reimbursables - \$6,000 excluded from above fees

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Project Number 2018-010
COF Contract Number 2018-0154**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **The Architect Workshop, PLLC**, hereinafter referenced as Consultant, who mutually agrees as follows:

DECLARATIONS. City desires to retain Consultant to provide architectural, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

CITY OF FRANKLIN NEEDS ASSESSMENT

1. **SCOPE OF SERVICES.** Consultant shall provide architectural and related technical services for the Project in accordance with the SCOPE OF SERVICES as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of **One Hundred Forty-Six Thousand Eight Hundred Sixty-Eight and No/100 Dollars (\$146,868.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2018

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and

orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the

performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

- 5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
- 6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.3 Should City request changes in the scope, extent, or character of the Project, the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives

any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of

the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type, is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due

upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 TRAVEL EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS.

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole

use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The 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 Consultant to limit its liability shall be void and unenforceable.
- 10.5 **DRUG-FREE WORKPLACE.** The Consultant, by execution of this Agreement, binds itself to maintain a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113 during the life of this Agreement or project.

ARTICLE 11. EXTENT OF AGREEMENT.

- 11.1 **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 of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation 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.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with 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.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

the architect **WORKSHOP**
architecture design planning management

Professional Services Agreement

13 June 2018

Brad Wilson | Facilities Project Manager
City of Franklin | City Hall
Franklin, Tennessee 37064
email: brad.wilson@franklin.tn.gov

Franklin Space Needs Assessment

We appreciate the opportunity to provide this proposal and are looking forward to working with you to provide the City Hall Space Needs Assessment. The Architect **WORKSHOP**, PLLC (the Architect) proposes to provide the professional architectural and related engineering design services as described below.

SCOPE OF SERVICES:

We, along with our proposed project team of consultants, have developed the project scope of services as outlined in the attached exhibits.

Consultant Team:

Architectural - James Kennon - TAW
Programming - Jim McClaren - MWL
Structural - Mark Savage - EMC Structural Engineers
MPE - Tracy Worley - Edmonds Engineering
Economics Analysis - Randall Gross

FEES

Our fee for the above services are outlined on the attached sheet totally \$146,868.00 for proposed design services, excluding any hourly rates that apply.

SCHEDULE

Due dates to be developed after approval of phases.

Sincerely,



James Kennon
the architect **WORKSHOP**

13 June 2018

Date

Brad Wilson, City of Franklin Facilities Project Manager

Date

We appreciate the opportunity to provide you with this proposal. If all of this is satisfactory with you, please sign and return this form authorizing the Workshop to proceed with the design services as described.

City of Franklin City Hall Space Needs Assessment
13 June 2018

Professional Services Agreement

ATTACHMENTS

Draft Schedule and Scope of Services 07 May 2018E
Terms and Conditions of Agreement
Exhibit A Fee Schedule
Hourly Rate Schedule - TAW
Hourly Rate Schedule - MWL
Randall Gross Proposed Scope of Services

07 May 2018

A. Space Needs Assessment: the Architect Workshop and McClaren Wilson Lawrie

Our process will be informed by a sequence of staff questionnaires, staff interviews and reviews with City leadership. In addition to the information provided by staff and leadership, the teams' decades of experience in defining not only the space allocations for the identified spaces, but the often-underestimated nevertheless necessary functional support spaces which will result in a total space assignment that is realistic and workable. This process will lead to a final report that has been vetted and reviewed sufficiently before becoming a public document.

Specific Tasks

- Identify and delineate individual space needs, set area allocation and determine specific space requirements
- Calculate staff growth and space demands within the 20-year time frame.
- Define support space allocations for hallways, lobby areas, meeting spaces, break rooms, storage, filing, restrooms, copy and printing centers, storm shelters, and other requirements for City departments as identified through the process.
- Compile total space requirements for individual departments and for each position based upon employee position types or job families for each City department (Excel spreadsheet format)
- Determine special space requirements for individual departments, such as permit/plans review centers (Planning & Sustainability, Engineering, and Building and Neighborhood Services) and break out spaces for designated areas such as Administration, Finance, HR, Fire, IT, private offices, and records storage spaces.
- Develop requirements for a City Boardroom area/meeting space, City Court Space including modern public address and multimedia technology
- Determine the emergency power requirements for City Hall facilities
- Consider perceived future needs of the various City departments
- Develop space standards to be applied across the entire organization
- Determine parking requirements to accommodate staff, customers, and public participation at community meetings/events.
- Propose phasing of future space needs growth of City Hall to accommodate staff and service needs beyond 20 years

B. Review of Current Facilities Workshop and Engineering Team

The Architect Workshop and the Engineering Teams' experience with the local building industry, understanding of current construction environment and strong working relationship on previous renovation projects will allow us to provide an effective review and analysis of the existing structure and facilities. Understanding that the current City Hall has been reviewed multiple times over the past decade or more, we intend to confirm previous findings and provide a clear definitive summary of the current conditions, assets and limitations of existing City Hall building and structure.

Specific Tasks

- Inventory current facility infrastructure, site conditions and public services within the City Hall facility
- Identify significant deficiencies in the existing facility and/or site, including ADA and code compliance and site-related security considerations
- Develop a report on the existing facility regarding condition, current maintenance required, and short- and long-term operation

C. Economics Randal Gross (statistics and quantities) – Workshop (graphics)

Randal Gross's expertise as an economist will inform the space requirements assessment by applying demographic and economic growth, standards, past trends, and emerging service requirements. From his experience and research, he can forecast needs of the City Hall based on factors other than just

City of Franklin's City Hall Needs Assessment
07 May 2018

draft scope and schedule

the departments' own internal recommendations. This can ensure that the analysis accounts for external factors impacting space requirements in addition to internal staff and leadership expectations.

Specific Tasks

- Evaluate existing site and/or land, parking, and facility pertaining to ongoing and future maintenance cost
- Evaluate potential for white box and potential rental spaces for other agencies on ground floor spaces along Third Avenue
- Compare development cost of construction of new space or lease space and potential payback to City if space was leased
- Evaluate cost and feasibility to build a new on-site City Hall Facility and/or cost per square foot
- Evaluate cost and feasibility to efficiently modify the existing facility to meet the determined 20-year-plus need for a City Hall facility at its permanent and current location

D. The Game Plan

Entire Project Team

Our team will use the information gathered under the three previous steps to develop conceptual stacking diagrams for renovations and replacement scenarios. These proposed scenarios will be evaluated for economic impact and potential timelines. As an end result, we would produce, not just a dry report, but graphic representation of the information which can be used to communicate the vision for the City Hall renovation or redevelopment to the various leadership teams, City Council and general public. This step will accomplish the following specific task from the RFQ:

Specific Tasks

- Define implementation steps and milestones necessary to fulfill the findings of the space assessment
- Identify future needs of the 20-year time frame in terms of excess square footage

Proposed Needs Assessment Deliverables

- Space needs tabulation, including proposed space standards for offices, conference spaces, etc.
- Analysis of Existing conditions
- Test Fit of Space Needs with existing structure and as potential new construction/ addition diagrams
- Proposed Renovation/Redevelopment Budget
- Proposed Renovation/Redevelopment Schedule
- Economic Evaluation of proposed renovation/redevelopment, and new construction options, including economic feasibility of public/private development and lease options

Proposed Schedule

A. Space Needs Assessment:

- | | |
|-------------------------|-----------|
| A. data gathering | 6-8 weeks |
| B. data synthesis | 4-6 weeks |
| C. preparation of draft | 4-6 weeks |

B. Review of Current Facilities

4-5 weeks

C. Economics

4-8 weeks final scope would impact duration

D. The Game Plan

4-6 weeks post acceptance of A, B and C

Schedule can be impacted by the number of desired public meetings and internal meetings
Schedules for tasks can be overlapped as needed to meet overall time line for City goals

Exhibit A**Professional Services Fees
Franklin City Hall Space Needs**

phases	Professional Team Members					Totals	% of fee
	TAW	MWL	EMC	Edmonds	Randall Gross		
data gathering deliverable - questionnaires, space standards, meetings and notes and demand driven space analysis meetings - kick off - webbased - onsite interviews multi-day tasks - prepare questionnaires, suggested space standards, assemble background information provided by City and RG/DE	\$ 3,878 TAW and MWL on-site for interviews	\$ 23,618 MWL lead majority of document preparations	\$ -	\$ -	\$ 5,600 demand driven space analysis	\$ 33,096	23%
public forum for input workshop for user groups and interested parties to provide input and perspective - summary notes	\$ 8,440 assume 3 meetings and prep and follow up	OPTIONAL allow \$11,000 +/- plus travel				\$ 8,440	6%
data synthesis deliverable 3-4 page spreadsheet summarizing findings of data gathering and public forum	\$ 1,615	\$ 10,949				\$ 12,564	9%
review current facilities deliverable - multi-page report on state of existing building - addressing current use, current mep systems, current shortcomings, current structural condition, based on field visit and use of existing documents provided by City	\$ 7,500 TAW lead site visit, written report summarizing findings of conditions and operational in-effectiveness graphic diagrams	\$ -	\$ 750 site visit and report	\$ 6,000 assume 4 meetings - kick off, site visit, 2 project team coordination, exclude security, LEED, systems testing		\$ 14,250	10%
economics includes, team and client meetings - kick off meeting, interim report on findings, final presentation of findings and recommendations, Existing conditions assessments, Demand Driven Space Requirements - (mesh with MWL data gathering) External use and Income Generating Opportunities, ROI analysis, Recommendations					\$ 9,350 RG/DE lead economic analysis and report	\$ 9,350	6%
the game plan Summary of findings of MWL, RG/DE and team in written and visual presentation deliverables written report, potential stacking diagram of overall site multi-page document - space needs, methodology, trends influences, designer guidelines, illustrated space standards, square footage spreadsheets, adjacency diagrams, growth milestones, demographic factors, technology needs	\$ 21,365 TAW manage support	\$ 43,803 MWL - lead and includes on site presentation	\$ -	\$ 2,000	\$ 2,000	\$ 69,168	47%
total of fees	\$42,798	\$78,370	\$750	\$8,000	\$16,950	\$146,868	100%

MWL **budget for travel and hotel reimbursables** - \$6,000 excluded from above fees

1. Assumption that on-site public workshops to be conducted by AW. If MWL participation is required it would be an extra services with T&M fee.
2. Assumption that long form game plan presentation is draft and any "final" presentation would be conducted by AW. If MWL participation is required it would be an extra services with T&M fee.
3. The above fee assumes the final deliverable will be a "macro" type study. It will assign a standardized SF allowance per staff member based on short and long term milestones. It will assess space implications of changes to operational models [such as a "service first" public counter. It is to be used for basic decision making to determine efficiencies. Prior to any eventual design is will need to be developed into a final space program.
4. Existing building evaluation re: **operational needs** to be a shared task by AW and MWL.
5. Existing building evaluation re: **physical plant and building systems** is included in AW, Edmonds and EMC scope of services
6. **Long term demographic and external / economic forces evaluation** is RG/DE scope of services
MWL will project staffing needs based on growth projections furnished by RG/DE research

the architect **WORKSHOP**
architecture design planning management

hourly rates

effective 01 January 2018

principal	\$ 165.00	per hour
project management	\$ 105.00	per hour
staff	\$ 90.00	per hour
support	\$ 65.00	per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%
unless otherwise noted in agreement	

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 50 miles from the Architect's office, in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the Architect.



McClaren Wilson & Lawrie, Inc.

Exhibit A - Scope / Fee

City of Franklin TN, City Hall Space Needs Assessment Macro Study May/30/2018

Technical Consulting Services to Architect Workshop

	RATE PER HOUR		
	Senior Principal	Project Manager	Staff
AVERAGED HOURLY RATE	\$ 235.00	\$ 206.00	\$ 105.00

Randall Gross / Development Economics

PROPOSED SCOPE OF SERVICES

Franklin City Hall Needs Assessment

The purpose of RGDE work on this assignment is to “inform the space requirements assessment by applying demographic and economic growth forecasts, standards, past trends, and emerging service requirements” to the overall analysis. As such, the analysis will account for “external” factors affecting space requirements, beyond the departments’ own internal recommendations.

1. Meetings and Presentations.
 - a. Team meetings as appropriate.
 - b. Client meetings & presentations
 - i. Introduction and alignment of scope with objectives
 - ii. Interim presentation of findings on demand-driven “external” space requirements
 - iii. Final presentation as part of team on overall returns and strategic recommendations
2. Existing Conditions Assessment.
 - a. Collect and review existing site, facilities, programs, plans and budgets, pertaining to the operations of Franklin City Government.
 - b. Review 2008-09 projected Municipal service requirements
 - c. Assess demographic, real estate, and employment trends and growth projections
3. Demand-Driven Space Requirements.
 - a. Collect information and input from City Budget and departments on level of service provision and utilization by constituency, geographic sub-area, audience, land use, and other delineating factors.
 - b. Assign service utilization to demographic, land use and other factors as relevant
 - c. Correlate utilization to staffing needs, space requirements and standards; forecast demand for Municipal building space in terms of staffing and square feet by use.
 - d. Work with other team members to align demand-generated space requirements with stated department needs.
4. External Use & Income-Generating Opportunities.
 - a. Evaluate the potential for white box and/or rental space and uses for agencies and non-government entities in ground floor spaces along Third Avenue or otherwise incorporated into a municipal facility project.
 - b. Determine pro forma income potential

Randall Gross / Development Economics

5. Return on Investment Analysis. Compare relative cost-benefit returns to City of new construction and leasing space for program identified by the team. (Construction cost estimates would be generated by other team members).
6. Strategic Recommendations. Provide strategic guidance to inform the development and/or leasing program.

The following items listed in the proposal under "Economics" would be accomplished by qualified team members (other than RGDE) who specialize in cost estimating.

- *Evaluate cost and feasibility to build a new on-site City Hall Facility and/or cost per square foot*
- *Evaluate cost and feasibility to efficiently modify the existing facility to meet the determined 20-year-plus need for a City Hall facility at its permanent and current location*

PROPOSED BUDGET

A total budget of \$16,950.00 is proposed including expenses. There is flexibility on the scope and budget, depending on the requirements of the client.

PROPOSED BUDGET			
	Task	Hours	Fee
1	Meetings/Presentations	15	\$ 1,500
2	Existing Conditions	27	\$ 2,700
3	Demand-Driven Space	56	\$ 5,600
4	External Use/Income	32	\$ 3,200
5	Return on Investment	24	\$ 2,400
6	Strategic Recomm/Report	12	\$ 1,200
	Total Fee	166	\$ 16,600
	Expenses (Data, etc)		\$ 350
	TOTAL		\$ 16,950.00

Expenses would primarily include data purchased for the purpose of projecting certain demographic and employment factors.

ORDINANCE 2018-31

TO BE ENTITLED: "AN ORDINANCE TO REAPPOINT DEANA HOOD AS CITY JUDGE FOR THE CITY COURT OF FRANKLIN, TENNESSEE."

WHEREAS, Article X of the City of Franklin Charter provides for a City Court and a City Judge and that the term and compensation of the City Judge are to be provided by ordinance; and

WHEREAS, pursuant to Ordinance 2014-34, the City appointed Deana Hood to the City Judge position on October 28, 2014 for a term of four (4) years; and

WHEREAS, the term will expire October 28, 2018; and

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the citizens of the City of Franklin to reappoint Deana Hood based on her performance over the past four (4) years to the position of City Judge for a term of four (4) years.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that Deana Hood is hereby reappointed Judge of the Municipal Court of the City of Franklin, Tennessee at a salary of \$25,000.00 per year.

BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Deana Hood shall serve as Judge of the Municipal Court of the City of Franklin for a term of four (4) years. She may be removed by the Board of Mayor and Aldermen for cause during that term. In the event that the position is vacated during the term, the vacancy shall be filled by an application and interview process.

BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that this Ordinance shall take effect October 28, 2018, the public health, safety, and welfare requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PASSED FIRST READING
PASSED SECOND READING

Approved as to Form:

Sauna R. Billingsley, City Attorney

**ORDINANCE 2018-37
AS AMENDED**

**TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 14, OF
THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO SMALL
WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY."**

WHEREAS, the City of Franklin ("City"), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way.

WHEREAS, on April 24, 2018, the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 was passed by the Tennessee General Assembly, which added Tennessee Code Annotated 13-24-401 et seq;

WHEREAS, Tennessee Code Annotated Title 13, Chapter 24, Part 4 allows municipalities to adopt and enforce regulations in the application, deployment, and maintenance of small cell facilities in the public rights of way; and

SECTION I. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by replacing Chapter 14 in its entirety, as follows.

CHAPTER 14. - [SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY]

Sec. 16-1401. - Purpose and scope.

- (a) *Purpose.* In accordance with Tennessee Code Annotated §13-24-401, et seq, known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city's rights-of-way and to the city as a whole.
- (b) *Intent.* In enacting this chapter, the city is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

- (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) Protect against environmental damage, including damage to trees;
 - (5) Preserve the character of the neighborhoods in which facilities are installed; and
 - (6) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.
- (c) *Conflicts with other chapters.* This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Sec. 16-1402. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

- (a) *Aesthetic plan* means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the City or designated area within the City. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan;
- (b) *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- (c) *Annual Lease Fee* means the fee due to the city for the reimbursement for the installation of a small wireless facility on city property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate annual lease fee.
- (d) *Applicable Codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this chapter.
- (e) *Applicant* means any person who submits an application pursuant to this part.
- (f) *Application* means a request submitted by an applicant to the City of Franklin:
 - (1) For a permit to deploy or collocate small wireless facilities in the ROW; or
 - (2) To approve the installation or modification of a Potential Support Structure (PSS) associated with deployment or collocation of small wireless facilities in the ROW;
- (g) *Authority-owned PSS or City-owned PSS* means a PSS owned or leased by the city in the rights-of-way, including a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the city in the rights-of-way that supports only wireless facilities. Authority-owned PSS does not include a PSS owned by a distributor of electric power, regardless of

whether an electric distributor is investor-owned, cooperatively-owned, or government-owned;

- (h) *City* means City of Franklin, Tennessee.
- (i) *Collocate, collocating, and colocation* mean, in their respective noun and verb forms, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS;
- (j) *Communications facility* means the set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide communications service;
- (k) *Communications service* means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service;
- (l) *Communications service provider* means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7–59–303, or a wireless provider;
- (m) *Day* means calendar day.
- (n) *Fee* means a one-time, non-recurring charge.
- (o) *Historic district* means a property or area zoned as a historic district or zone pursuant to § 13–7–404;
- (p) *Micro wireless facility* means a small wireless facility that:
 - (1) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
 - (2) The exterior antenna, if any, does not exceed eleven inches (11") in length;
- (q) *Permittee* means an applicant who has been granted a permit.
- (r) *Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity;
- (s) *Potential support structure for a small wireless facility or PSS* means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to collocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this part.

- (t) *Rate* means a recurring charge.
- (u) *Residential neighborhood* means an area within the City's geographic boundary that is zoned or otherwise designated by the City for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas;
- (v) *Right-of-way or ROW* means the space, in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skywalks under the control of the City, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the City;
- (w) *Right-of-way use permit or permit* means a permit for the construction or installation of wireless facilities, small wireless facilities, wireless backhaul facilities, fiber optic cable, conduit, and associated equipment necessary to install wireless facilities in the right-of-way.
- (x) (1) *Small wireless facility* means a wireless facility with:
 - (A) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume; and
 - (B) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision (19)(A)(ii), "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services; and(2) "Small wireless facility" includes a micro wireless facility;
- (y) *Wireline backhaul facility* means a communications facility used to transport communications services by wire from a wireless facility to a network;
- (z) (1) *Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including:
 - (A) Equipment associated with wireless communications; and
 - (B) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;(2) *Wireless facility* does not include:
 - (A) The structure or improvements on, under, or within which the equipment is collocated;
 - (B) Wireline backhaul facilities; or
 - (C) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna; and(3) *Wireless facility* includes small wireless facilities;

- (aa) *Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or PSSs, but that is not a wireless services provider.
- (bb) *Wireless provider* means a wireless infrastructure provider or a wireless services provider.
- (cc) *Wireless services* means any service using licensed or unlicensed spectrum, including the use of WIFI, whether at a fixed location or mobile, provided to the public.
- (dd) *Wireless services provider* means a person who provides wireless services.

Sec. 16-1403. - Permitted use; application and fees.

- (a) *Permitted use.* Collocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or PSS for the collocation of a small wireless facility shall be a permitted use, subject to the restrictions in this title.
- (b) *Permit required.* No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first obtaining a right-of-way use permit from the city. Any right-of-way use permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the city may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.
- (c) *Permit applications.* All applications for Right-of-way use permits filed pursuant to this chapter shall be on a form, paper or electronic, provided by the city. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.
- (d) *Application requirements.* The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - (1) The applicant's name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;
 - (3) A site plan for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including the requirements of the Manual on Uniform Traffic Control Devices;
 - (4) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;
 - (5) Identification of any third party upon whose PSS the applicant intends to collocate and certification by the applicant that it has obtained approval from the third party;
 - (6) The applicant's identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner that such person

agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable ROW requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;

- (7) The applicant's certification of compliance with surety bond, insurance, or indemnification requirements (as set forth in Section 16-411 below); rules requiring maintenance of infrastructure deployed in ROW; rule requiring relocation or timely removal of infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the ROW; and
 - (8) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer.
 - (9) A statement that all wireless facilities shall comply with all applicable codes.
- (e) *Approval or Denial of Application; Response Time.* The City responds to the applications for permit per the timelines prescribed in T.C.A. Section 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of T.C.A. Section 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in T.C.A. Section 13-24-409(b)(7)(F)(i) for high-volume applicants.
 - (f) *Deployment after Permit.* An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection (h), then the City may require that the applicant complete a new application and pay an application fee.
 - (g) *Multiple Permit Applications at Same Location.* If the City receives multiple applications seeking to deploy or collocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "Same Location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSSs within fifty (50) of each other.

- (h) *Bridge and/or Overpass Special Provision.* If the Applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the Applicant's construction is complete, the Applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the Applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the Applicant shall provide notice of the evidence to the safety contact.
- (i) *Information updates.* Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the city within 30 days after the change necessitating the amendment.
- (j) *Application fees.* Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by a fee in accordance with T.C.A.13-24-407, and as set forth in Appendix A.

Sec. 16-1404. Reserved.

Sec. 16-1405. Reserved.

Sec. 16-1406. - Facilities in the ROW; maximum height; other requirements.

- (a) *Aesthetic Plan.* Unless otherwise determined by city staff, in an attempt to blend into the built environment, all small wireless facilities, new or modified utility poles, PSSs for the collocation of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:
 - (1) Collocation is recommended, when possible. Should the wireless provider not be able to collocate, the wireless provider shall provide justification in the application.
 - (2) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSs shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed 16 inches in diameter. The city reserves the right to require a street light on the utility pole. New wooden PSSs shall be strictly prohibited.
 - (3) When an Applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the Applicant must deploy the facility in the right of way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.
 - (4) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the

proposed facilities and equipment, minimizing the physical and visual impact to the community.

- (b) *Compliance with Underground Facilities.* Subject to waivers as determined by the Franklin Municipal Planning Commission, an Applicant must comply with existing requirements to place all electric, cable, and communications facilities underground in a designated area of a ROW, as determined by the City's zoning regulations, and its design for the PSS meets the aesthetic plan for the area:
- (c) *Historic preservation overlay.* For applications for property located inside the historic preservation overlay, the applicant must also obtain approval from the Historic Zoning Commission prior to obtaining a permit. Proposed installations are subject to the Franklin Historic District Design Guidelines, and any installations proposed adjacent to National Register listed property or an architecturally significant structure in a National Register District shall be subject to a Section 106 study.
- (d) *PSSs with Mast Arms.* Unless otherwise determined by City staff, an Applicant shall not collocate on City-owned PSSs, which have mast arms routinely removed to accommodate frequent events. A list of the prohibited PSSs, which have the mast arms described are listed on the City of Franklin website.
- (e) *Replacing an existing City-owned PSS.* City-owned PSS may be replaced for the collocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.
 - (1) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to T.C.A. 13-24-408(g).
 - (2) The city reserves the right to require a street light on the new PSS.
- (f) *Maximum Height.* A new PSS installed or an existing PSS replaced in the ROW shall not exceed the greater of:
 - (1) Ten feet (10') in height above the tallest existing PSS in place as of the effective date of this part that is located within five hundred feet (500') of the new PSS in the ROW and, in residential neighborhoods, the tallest existing PSS that is located within five hundred feet (500') of the new PSS and is also located within the same residential neighborhood as the new PSS in the ROW;
 - (2) Fifty feet (50') above ground level; or
 - (3) For a PSS installed in a residential neighborhood, forty feet (40') above ground level.
- (g) *Maximum Height for Small wireless facilities.* Small wireless facilities shall not extend:
 - (1) More than ten feet (10') above an existing PSS in place as of the effective date of this part; or

- (2) On a new PSS, ten feet (10') above the height permitted for a new PSS under this section.
- (h) *Construction in the rights-of-way.* All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (i) *Franklin Municipal Planning Commission Approval.* Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections (a)—(h) above.
 - (2) New utility poles or PSSs shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSs exist at the time of application without prior approval by the Franklin Municipal Planning Commission.
- (j) From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, "City of Franklin Guidelines for Wireless Communications Facilities in the Public Right-of-Way." In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

Sec. 16-1407. - Effect of permit.

- (a) *Authority granted; no property right or other interest created.* A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (b) *Duration.* No permit issued under this chapter shall be valid for a period longer than 12 months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than 90 days, the permit expires.
- (c) *Termination of permit.* In all other circumstances, the permit expires in 12 months.

Sec. 16-1408. - Maintenance, removal, relocation or modification of small wireless facility and fiber in the ROW.

- (a) *Notice.* Within 90 days following written notice from the city, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the city has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way. The city agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.

- (b) *Maintenance of existing facilities.* With respect to each wireless facility installed pursuant to a right-of-way use permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the city to all work within the right-of-way. If required by city, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the right-of-way. However, no excavation or work of any kind may be performed without a permit, except in the event of an emergency. In the event of emergency, permittee shall attempt to provide advance written or oral notice to the streets director.
- (c) *Removal of existing facilities.* If the permittee removes any wireless facilities, it shall notify the city of such change within 60 days.
- (d) *Damage to facilities or property.* A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (e) *Emergency removal or relocation of facilities.* The city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the city shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless providers sole cost. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.
- (f) *Abandonment of facilities.* Upon abandonment of a small wireless facility within the rights-of-way of the city, the wireless provider shall notify the city within 90 days. Following receipt of such notice the city may direct the wireless provider to remove all or any portion of the small wireless facility if the city reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.
- (g) Failure to remove wireless facilities pursuant to this Code will result in no future permits being granted.
- (h) No application, fee, rate, and/or approval is required for the installation, placement, maintenance, operation, or replacement of a micro wireless facility that is suspended on cables that are strung between existing PSSs, in compliance with the National Electrical Safety Code as set out in T.C.A. Section 68-101-104.

Sec. 16-1409. - Public right-of-way rates—Attachment to city-owned/leased utility poles and new utility poles installed within the public right-of-way or city-owned/leased property.

- (a) Annual rate. The rate to place a small wireless facility on a city-owned or leased pole in the right-of-way shall be in the amount stated in Appendix A - Comprehensive Fees and Penalties per year for all city-owned or leased poles in the rights-of-way. All equipment attached to a city-owned pole shall constitute a single attachment and therefore a single use of a city-owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the city. This rate will be due January 1 of each year of the permit.
- (b) A wireless provider authorized to place a new utility pole within public right-of-way or on city-owned or leased property shall pay to the city for use of the right-of-way or property in the amount stated in Appendix A - Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the permit.
- (c) Make-ready. For city-owned or leased utility poles in the rights-of-way, the city shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within 60 days of written acceptance of the good faith estimate by the wireless provider.

Sec. 16-1410. - Remedies; violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a right-of-way use permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have 30 days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the city, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the city may take all actions authorized by this chapter and/or Tennessee law and regulations.

Sec. 16-1411. - General provisions.

- (a) *Insurance.* Each permittee shall, at all times during the entire term of the right-of-way use permit, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the city from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. The amounts of such coverage shall be not less than the following:
 - (1) *Worker's compensation and employer's liability insurance.* Tennessee statutory requirements.
 - (2) *Comprehensive general liability.* Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A - Comprehensive Fees and Penalties but in no case

less than \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in the aggregate.

- (3) *Commercial automobile liability.* Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this article XII for limits as specified in Appendix A - Comprehensive Fees and Penalties, but in no case less than \$1,000,000.00 per occurrence combined single limit each accident.
- (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The city shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the city with at least 30 days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

- (b) *Indemnification.* Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the city, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the city in which it is claimed that personal injury, including death, or property damage was caused by the permittee's construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.
- (c) *Application for Renewal of Permit.* A permittee desiring to renew a right-of-way use permit prior to the expiration of the permit shall file an application with the city for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the director of streets, or his or her designee.
 - (1) The city shall make a determination accepting or denying the renewal application in writing to the permittee.
 - (2) The city shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the right-of-way use permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the right-of-way permit, and this chapter during the expiring term. In the event the city elects not to renew, it shall provide a written

basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The city shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.

- (d) *As-built maps.* As the city controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the city to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the city and within 30 days of such a request, a permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing small wireless facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having small wireless facilities in the city right-of-way shall update such maps as required under this chapter upon written request by the city.
- (e) *Right to inspect.* With just and reasonable cause, the city shall have the right to inspect all of the small wireless facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the city as part of the inspection.
- (f) *Transitional provisions.*
 - (1) *Persons already authorized to use the right-of-way.* Any wireless provider and/or entity holding a permit or other authorization from the city to own, construct, install, operate, and/or maintain wireless facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding right-of-way use permit pursuant to this chapter within 90 days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain wireless facilities in the right-of-way until such right-of-way use permit becomes effective.
 - (2) *Operating without right-of-way use authorization.* Any person that owns or operates any wireless facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a right-of-way use permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a right-of-way use permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a right-of-way use permit, or other authorization required under other provisions of this chapter or city ordinances or regulations, and nothing herein shall prevent the city from requiring removal of any wireless facilities installed in violation of this chapter or city ordinances or regulations.

- (g) *Proprietary information.* If a person considers information it is obligated to provide to the city under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the city shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The city shall provide written notice to the person in the following circumstances: i) if the city receives a request for disclosure of such proprietary and confidential information and the city attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the city attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within 30 days following receipt of the city's notice, then the city may disclose the information without further written notice to the person.
- (h) *Duty to provide information.* Within ten days of a written request from the city, a permittee shall furnish the city with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the city in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee's obligations pursuant to this chapter.
- (i) *No substitute for other required permissions.* No right-of-way use permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the city for the privilege of transacting and carrying on a business within the city or any permit or agreement for occupying any other property of the city.
- (j) *No waiver.* The failure of the city to insist on timely performance or compliance by any permittee holding a right-of-way use permit shall not constitute a waiver of the city's right to later insist on timely performance or compliance by that permittee or any other permittee holding such right-of-way use permit. The failure of the city to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or city Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.
- (k) *Policies and procedures.* The city is authorized to establish such written policies and procedures consistent with this chapter as the city reasonably deems necessary for the implementation of this chapter.
- (l) *Police powers.* The city, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the city under applicable federal, state and local laws and regulations.
- (m) *Severability.* If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

SECTION II. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Appendix A of the Municipal Code of the City of Franklin shall be amended, as follows.

Appendix A

CHAPTER 16. - STREETS AND SIDEWALKS, ETC.

<i>Addressing</i>	
Address change fee—Parcel	\$100.00
Address change fee—Street	\$200.00 plus \$20.00 parcel
Appeal fee	\$100.00
<i>Excavation and Cuts within Public Right-of-Way</i>	
Permit fee to excavate in, or across or under streets, roads, alleys, sidewalks, or the public right-of-way.	\$200.00
Violations	\$50.00 per offense, per day
Certificate of Insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$20,000.00 or as determined by street department director or designee.
<i>Right-of-Way Occupancy or Obstruction</i>	
Permit fee to occupy or obstruct public streets, alleys, sidewalks, or the public right-of-way.	\$100.00 for up to 30 days, renewable at \$100.00 per month or portion thereof.
Violations	\$50.00 per offense, per day

Certificate of insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$1,000.00 or as determined by street department director or his designee.
Reinspection fee	\$100.00
<i>House Moving</i>	
Permit fee	\$50.00
Certificate of insurance	Liability insurance for property damages not less than \$50,000.00

**Road Impact Fee
New Fee Schedule ^{1, 2}**

Land Use Type	Unit	Daily VMT		Cost/VMT		Cost/Unit		Credit/VMT		Credit/Unit		100% Calculated Impact Fee		
		Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	Collector	All Major Roadways
Single-Family Detached	Dwelling	16.76	22.42	\$536.00	\$550.00	\$8,983.00	\$12,331.00	\$243.00	\$182.00	\$4,073.00	\$4,080.00	\$4,911.00	\$3,340.00	\$8,251.00
Multi-Family	Dwelling	10.62	14.22	536.00	550.00	5,692.00	7,821.00	243.00	182.00	2,581.00	2,588.00	3,112.00	2,121.00	5,233.00
Mobile Home Park	Dwelling	7.98	10.68	536.00	550.00	4,277.00	5,874.00	243.00	182.00	1,939.00	1,944.00	2,338.00	1,592.00	3,930.00
Congregate Care Facility	Dwelling	3.73	4.99	536.00	550.00	1,999.00	2,745.00	243.00	182.00	906.00	908.00	1,093.00	743.00	1,836.00
Hotel/Motel	Room	8.76	11.73	536.00	550.00	4,695.00	6,452.00	243.00	182.00	2,129.00	2,135.00	2,567.00	1,750.00	4,317.00
<i>Retail/Commercial</i>														
Shopping Center/ General Retail	1,000 sq. ft.	22.13	29.56	536.00	550.00	11,862.00	16,258.00	243.00	182.00	5,378.00	5,380.00	6,484.00	4,394.00	10,878.00
Restaurant, Quality	1,000 sq. ft.	41.19	55.04	536.00	550.00	22,078.00	30,272.00	243.00	182.00	10,009.00	10,017.00	12,069.00	8,186.00	20,255.00
Restaurant, Fast Food	1,000 sq. ft.	59.53	79.63	536.00	550.00	31,908.00	43,797.00	243.00	182.00	14,466.00	14,493.00	17,442.00	11,862.00	29,304.00
<i>Office/Institutional</i>														
Office	1,000 sq. ft.	15.81	21.2	536.00	550.00	8,474.00	11,660.00	243.00	182.00	3,842.00	3,858.00	4,632.00	3,169.00	7,802.00
Hospital	1,000 sq. ft.	18.29	24.49	536.00	550.00	9,803.00	13,470.00	243.00	182.00	4,444.00	4,457.00	5,359.00	3,653.00	9,012.00

Nursing Home	1,000 sq. ft.	10.52	14.08	536.00	550.00	5,639.00	7,744.00	243.00	182.00	2,556.00	2,563.00	3,082.00	2,099.00	5,181.00
Church	1,000 sq. ft.	11.12	14.88	536.00	550.00	5,960.00	8,184.00	243.00	182.00	2,702.00	2,708.00	3,258.00	2,218.00	5,476.00
Elementary/Sec. School	1,000 sq. ft.	5.48	7.33	536.00	550.00	2,937.00	4,032.00	243.00	182.00	1,332.00	1,334.00	1,606.00	1,092.00	2,697.00
<i>Industrial</i>														
Manufacturing	1,000 sq. ft.	6.93	9.29	536.00	550.00	3,714.00	5,110.00	243.00	182.00	1,684.00	1,691.00	2,030.00	1,388.00	3,419.00
Industrial Park	1,000 sq. ft.	12.41	16.63	536.00	550.00	6,652.00	9,147.00	243.00	182.00	3,016.00	3,027.00	3,636.00	2,484.00	6,120.00
Business Park	1,000 sq. ft.	22.57	30.25	536.00	550.00	12,098.00	16,638.00	243.00	182.00	5,485.00	5,506.00	6,613.00	4,519.00	11,132.00
Warehouse	1,000 sq. ft.	6.46	8.66	536.00	550.00	3,463.00	4,763.00	243.00	182.00	1,570.00	1,576.00	1,893.00	1,294.00	3,187.00
Mini-warehouse	1,000 sq. ft.	3.02	4.04	536.00	550.00	1,619.00	2,222.00	243.00	182.00	734.00	735.00	885.00	602.00	1,487.00

1. The arterial and collector impact fees effective July 1, 2017, are the impact fees needed as indicated in the January 2016 Road Impact Fee Update Study.

Implementation of Fee Schedule

Land Use Type	Unit	Impact Fee (Arterial Only)				
		Current Fee (app. 2007)	Effective ₁ 1-July-11	Effective ₂ 1-July-12	Effective ₃ 1-July-13	Effective ₄ 1-Sept-14
Single-Family Detached	Dwelling	\$2,191.00	\$2,700.00	\$3,514.00	\$4,227.00	\$4,911.00
Multi-Family	Dwelling	1,537.00	1,844.00	2,336.00	2,766.00	3,112.00
Mobile Home Park	Dwelling	1,144.00	1,378.00	1,752.00	2,079.00	2,338.00
Congregate Care Facility	Dwelling	440.00	566.00	767.00	943.00	1,093.00
Hotel/Motel	Room	1,126.00	1,432.00	1,922.00	2,350.00	2,567.00
<i>Retail/Commercial</i>						
Shopping Center/General Retail	1,000 sq. ft.	2,681.00	3,510.00	4,836.00	5,996.00	6,484.00
Restaurant, Quality	1,000 sq. ft.	4,964.00	6,499.00	8,955.00	11,104.00	12,069.00
Restaurant, Fast Food	1,000 sq. ft.	7,177.00	9,426.00	13,023.00	16,171.00	17,442.00
<i>Office/Institutional</i>						
Office	1,000 sq. ft.	1,891.00	2,430.00	3,291.00	4,045.00	4,632.00
Hospital	1,000 sq. ft.	2,867.00	3,595.00	4,760.00	5,779.00	5,359.00
Nursing Home	1,000 sq. ft.	996.00	1,411.00	2,074.00	2,654.00	3,082.00
Church	1,000 sq. ft.	1,127.00	1,447.00	1,958.00	2,406.00	3,258.00
Elementary/Sec. School	1,000 sq. ft.	543.00	704.00	960.00	1,185.00	1,606.00
<i>Industrial</i>						
Manufacturing	1,000 sq. ft.	830.00	1,067.00	1,445.00	1,776.00	2,030.00
Industrial Park	1,000 sq. ft.	1,513.00	1,944.00	2,634.00	3,237.00	3,636.00
Business Park	1,000 sq. ft.	2,773.00	3,563.00	4,828.00	5,934.00	6,613.00

Warehouse	1,000 sq. ft.	1,078.00	1,220.00	1,453.00	1,655.00	1,893.00
Mini-warehouse	1,000 sq. ft.	388.00	493.00	662.00	809.00	885.00

1. The arterial only impact fees effective July 1, 2011, are calculated at 25 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.

2. The arterial only impact fees effective July 1, 2012, are calculated at 65 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.

3. The arterial only impact fees effective July 1, 2013, are the arterial only impact fees needed as indicated in the November 2010 Road Impact Fee Update Study.

4. The arterial only impact fees effective September 1, 2014, are the arterial only impact fees needed as indicated in the March 2014 Road Impact Fee Update Study.

<i>Special Events, Amusement Rides and Attractions</i>	
Special event permit review fee	\$100.00
	For special events requiring a beer permit, the total fee for both the beer and special event permits shall be as set forth in title 8, chapter 2 of this Code
Certificate of Insurance	\$250,000.00 per occurrence insuring the owner or operator against liability for personal injury in addition to additional up to \$1,000,000.00 per person and \$3,000,000.00 per occurrence; and
	\$1,000,000.00 single-limit coverage for bodily injury and property damage and basic worker's compensation insurance
<i>Right-of-Way Permit, Plan Review, and Inspection Fees</i>	
Traffic impact analysis review fee	\$3,500.00

Grading permit	\$100.00
Road boring permit	\$100.00
Road cutting permit	\$100.00
Grading and drainage plan review fee	\$600.00
Grading only plan review fee	\$300.00
Grading and drainage plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Grading only plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Roadway inspection	\$2.00/LF (min. \$1,000.00)
Drainage inspection—Storm pipe	\$1.00/LF
Drainage inspection—Detention pond	\$1.00/100 CY
Drainage inspection—Ditch work	\$1.00/LF (min. \$1,000.00 for all drainage inspections)
Reinspection fee (tests)	\$100.00 per test
Reinspection fee	\$50.00

Violations	\$50.00 per day per violation
<i>Traffic Control Devices</i>	
Permit application	\$50.00
Reinspection fee	\$50.00
Removal of device	\$50.00
<i>Valet Parking</i>	
Permit fee—Annual	\$10.00 per linear feet of the valet zone. Minimum \$250.00
Permit fee—Special event or special occasion (2-day max)	\$5.00 per linear feet of the valet zone. Minimum \$125.00
Certificate of insurance	As determined by the City of Franklin Risk Manager
Application for right-of-way use plan review permit and processing	(\$100.00) each for the first five (5) small wireless facilities and fifty dollars (\$50.00) each for additional small wireless facilities included in a single application \$500.00
Annual rate for use of city-owned or leased poles/structures	\$100.00 minimum per installation (spot location) or as specified in the applicable approved right of way use agreement permit
Permit/inspection fees:	\$100.00 per installation (spot location). The street department has the discretion to issue permits that include single or multiple installations based on the ease of tracking inspections and mapping of installations.
Violations	\$50.00 per offense, per day
Comprehensive general liability (minimum)	\$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in aggregate
Commercial automobile liability	\$1,000,000.00 per occurrence, combined single limit each accident

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its

several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **October 1, 2018**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

**ORDINANCE 2018-37
AS AMENDED**

**TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 14, OF
THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO SMALL
WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY."**

WHEREAS, the City of Franklin ("City"), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way; and

WHEREAS, on April 24, 2018, the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 was passed by the Tennessee General Assembly, which added Tennessee Code Annotated 13-24-401 et seq; and

WHEREAS, Tennessee Code Annotated Title 13, Chapter 24, Part 4 allows municipalities to adopt and enforce regulations in the application, deployment, and maintenance of small cell facilities in the public rights of way.

SECTION I. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by replacing Chapter 14 in its entirety, as follows.

CHAPTER 14. - [SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY]

Sec. 16-1401. - Purpose and scope.

- (a) *Purpose.* In accordance with Tennessee Code Annotated §13-24-401, et seq, known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city's rights-of-way and to the city as a whole.
- (b) *Intent.* In enacting this chapter, the city is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

- (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) Protect against environmental damage, including damage to trees;
 - (5) Preserve the character of the neighborhoods in which facilities are installed; and
 - (6) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.
- (c) *Conflicts with other chapters.* This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Sec. 16-1402. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

- (a) *Aesthetic plan* means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the City or designated area within the City. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan;
- (b) *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- (c) *Annual Lease Fee* means the fee due to the city for the reimbursement for the installation of a small wireless facility on city property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate annual lease fee.
- (d) *Applicable Codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this chapter.
- (e) *Applicant* means any person who submits an application pursuant to this part.
- (f) *Application* means a request submitted by an applicant to the City of Franklin:
 - (1) For a permit to deploy or collocate small wireless facilities in the ROW; or
 - (2) To approve the installation or modification of a Potential Support Structure (PSS) associated with deployment or collocation of small wireless facilities in the ROW;
- (g) *Authority-owned PSS or City-owned PSS* means a PSS owned or leased by the city in the rights-of-way, including a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the city in the rights-of-way that supports only wireless facilities. Authority-owned PSS does not include a PSS owned by a distributor of electric power, regardless of

whether an electric distributor is investor-owned, cooperatively-owned, or government-owned;

- (h) *City* means City of Franklin, Tennessee.
- (i) *Collocate, collocating, and colocation* mean, in their respective noun and verb forms, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS;
- (j) *Communications facility* means the set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide communications service;
- (k) *Communications service* means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service;
- (l) *Communications service provider* means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7–59–303, or a wireless provider;
- (m) *Day* means calendar day.
- (n) *Fee* means a one-time, non-recurring charge.
- (o) *Historic district* means a property or area zoned as a historic district or zone pursuant to § 13–7–404;
- (p) *Micro wireless facility* means a small wireless facility that:
 - (1) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
 - (2) The exterior antenna, if any, does not exceed eleven inches (11") in length;
- (q) *Permittee* means an applicant who has been granted a permit.
- (r) *Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity;
- (s) *Potential support structure for a small wireless facility or PSS* means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to collocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this part.

- (t) *Rate* means a recurring charge.
- (u) *Residential neighborhood* means an area within the City's geographic boundary that is zoned or otherwise designated by the City for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas;
- (v) *Right-of-way or ROW* means the space, in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skywalks under the control of the City, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the City;
- (w) *Right-of-way use permit or permit* means a permit for the construction or installation of wireless facilities, small wireless facilities, wireless backhaul facilities, fiber optic cable, conduit, and associated equipment necessary to install wireless facilities in the right-of-way.
- (x) (1) *Small wireless facility* means a wireless facility with:
 - (A) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume; and
 - (B) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision (19)(A)(ii), "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services; and(2) "Small wireless facility" includes a micro wireless facility;
- (y) *Wireline backhaul facility* means a communications facility used to transport communications services by wire from a wireless facility to a network;
- (z) (1) *Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including:
 - (A) Equipment associated with wireless communications; and
 - (B) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;(2) *Wireless facility* does not include:
 - (A) The structure or improvements on, under, or within which the equipment is collocated;
 - (B) Wireline backhaul facilities; or
 - (C) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna; and(3) *Wireless facility* includes small wireless facilities;

- (aa) *Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or PSSs, but that is not a wireless services provider.
- (bb) *Wireless provider* means a wireless infrastructure provider or a wireless services provider.
- (cc) *Wireless services* means any service using licensed or unlicensed spectrum, including the use of WIFI, whether at a fixed location or mobile, provided to the public.
- (dd) *Wireless services provider* means a person who provides wireless services.

Sec. 16-1403. - Permitted use; application and fees.

- (a) *Permitted use.* Collocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or PSS for the collocation of a small wireless facility shall be a permitted use, subject to the restrictions in this title.
- (b) *Permit required.* No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first obtaining a right-of-way use permit from the city. Any right-of-way use permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the city may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.
- (c) *Permit applications.* All applications for Right-of-way use permits filed pursuant to this chapter shall be on a form, paper or electronic, provided by the city. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.
- (d) *Application requirements.* The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - (1) The applicant's name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;
 - (3) A site plan for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including the requirements of the Manual on Uniform Traffic Control Devices;
 - (4) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;
 - (5) Identification of any third party upon whose PSS the applicant intends to collocate and certification by the applicant that it has obtained approval from the third party;
 - (6) The applicant's identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner that such person

agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable ROW requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;

- (7) The applicant's certification of compliance with surety bond, insurance, or indemnification requirements (as set forth in Section 16-411 below); rules requiring maintenance of infrastructure deployed in ROW; rule requiring relocation or timely removal of infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the ROW; and
 - (8) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer.
 - (9) A statement that all wireless facilities shall comply with all applicable codes.
- (e) *Approval or Denial of Application; Response Time.* The City responds to the applications for permit per the timelines prescribed in T.C.A. Section 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of T.C.A. Section 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in T.C.A. Section 13-24-409(b)(7)(F)(i) for high-volume applicants.
 - (f) *Deployment after Permit.* An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection (h), then the City may require that the applicant complete a new application and pay an application fee.
 - (g) *Multiple Permit Applications at Same Location.* If the City receives multiple applications seeking to deploy or collocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "Same Location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSSs within fifty (50) of each other.

- (h) *Bridge and/or Overpass Special Provision.* If the Applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the Applicant's construction is complete, the Applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the Applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the Applicant shall provide notice of the evidence to the safety contact.
- (i) *Information updates.* Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the city within 30 days after the change necessitating the amendment.
- (j) *Application fees.* Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by a fee in accordance with T.C.A.13-24-407, and as set forth in Appendix A.

Sec. 16-1404. Reserved.

Sec. 16-1405. Reserved.

Sec. 16-1406. - Facilities in the ROW; maximum height; other requirements.

- (a) *Aesthetic Plan.* Unless otherwise determined by city staff, in an attempt to blend into the built environment, all small wireless facilities, new or modified utility poles, PSSs for the collocation of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:
 - (1) Collocation is recommended, when possible. Should the wireless provider not be able to collocate, the wireless provider shall provide justification in the application.
 - (2) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSs shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed 16 inches in diameter. The city reserves the right to require a street light on the utility pole. New wooden PSSs shall be strictly prohibited.
 - (3) When an Applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the Applicant must deploy the facility in the right of way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.
 - (4) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the

proposed facilities and equipment, minimizing the physical and visual impact to the community.

- (b) *Compliance with Underground Facilities.* Subject to waivers as determined by the Franklin Municipal Planning Commission, an Applicant must comply with existing requirements to place all electric, cable, and communications facilities underground in a designated area of a ROW, as determined by the City's zoning regulations, and its design for the PSS meets the aesthetic plan for the area:
- (c) *Historic preservation overlay.* For applications for property located inside the historic preservation overlay, the applicant must also obtain approval from the Historic Zoning Commission prior to obtaining a permit. Proposed installations are subject to the Franklin Historic District Design Guidelines, and any installations proposed adjacent to National Register listed property or an architecturally significant structure in a National Register District shall be subject to a Section 106 study.
- (d) *PSSs with Mast Arms.* Unless otherwise determined by City staff, an Applicant shall not collocate on City-owned PSSs, which have mast arms routinely removed to accommodate frequent events. A list of the prohibited PSSs, which have the mast arms described are listed on the City of Franklin website.
- (e) *Replacing an existing City-owned PSS.* City-owned PSS may be replaced for the collocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.
 - (1) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to T.C.A. 13-24-408(g).
 - (2) The city reserves the right to require a street light on the new PSS.
- (f) *Maximum Height.* A new PSS installed or an existing PSS replaced in the ROW shall not exceed the greater of:
 - (1) Ten feet (10') in height above the tallest existing PSS in place as of the effective date of this part that is located within five hundred feet (500') of the new PSS in the ROW and, in residential neighborhoods, the tallest existing PSS that is located within five hundred feet (500') of the new PSS and is also located within the same residential neighborhood as the new PSS in the ROW;
 - (2) Fifty feet (50') above ground level; or
 - (3) For a PSS installed in a residential neighborhood, forty feet (40') above ground level.
- (g) *Maximum Height for Small wireless facilities.* Small wireless facilities shall not extend:
 - (1) More than ten feet (10') above an existing PSS in place as of the effective date of this part; or

- (2) On a new PSS, ten feet (10') above the height permitted for a new PSS under this section.
- (h) *Construction in the rights-of-way.* All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (i) *Franklin Municipal Planning Commission Approval.* Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections (a)—(h) above.
 - (2) New utility poles or PSSs shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSs exist at the time of application without prior approval by the Franklin Municipal Planning Commission.
- (j) From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, "City of Franklin Guidelines for Wireless Communications Facilities in the Public Right-of-Way." In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

Sec. 16-1407. - Effect of permit.

- (a) *Authority granted; no property right or other interest created.* A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (b) *Duration.* No permit issued under this chapter shall be valid for a period longer than 12 months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than 90 days, the permit expires.
- (c) *Termination of permit.* In all other circumstances, the permit expires in 12 months.

Sec. 16-1408. - Maintenance, removal, relocation or modification of small wireless facility and fiber in the ROW.

- (a) *Notice.* Within 90 days following written notice from the city, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the city has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way. The city agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.

- (b) *Maintenance of existing facilities.* With respect to each wireless facility installed pursuant to a right-of-way use permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the city to all work within the right-of-way. If required by city, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the right-of-way. However, no excavation or work of any kind may be performed without a permit, except in the event of an emergency. In the event of emergency, permittee shall attempt to provide advance written or oral notice to the streets director.
- (c) *Removal of existing facilities.* If the permittee removes any wireless facilities, it shall notify the city of such change within 60 days.
- (d) *Damage to facilities or property.* A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (e) *Emergency removal or relocation of facilities.* The city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the city shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless providers sole cost. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.
- (f) *Abandonment of facilities.* Upon abandonment of a small wireless facility within the rights-of-way of the city, the wireless provider shall notify the city within 90 days. Following receipt of such notice the city may direct the wireless provider to remove all or any portion of the small wireless facility if the city reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.
- (g) Failure to remove wireless facilities pursuant to this Code will result in no future permits being granted.
- (h) No application, fee, rate, and/or approval is required for the installation, placement, maintenance, operation, or replacement of a micro wireless facility that is suspended on cables that are strung between existing PSSs, in compliance with the National Electrical Safety Code as set out in T.C.A. Section 68-101-104.

Sec. 16-1409. - Public right-of-way rates—Attachment to city-owned/leased utility poles and new utility poles installed within the public right-of-way or city-owned/leased property.

- (a) Annual rate. The rate to place a small wireless facility on a city-owned or leased pole in the right-of-way shall be in the amount stated in Appendix A - Comprehensive Fees and Penalties per year for all city-owned or leased poles in the rights-of-way. All equipment attached to a city-owned pole shall constitute a single attachment and therefore a single use of a city-owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the city. This rate will be due January 1 of each year of the permit.
- (b) A wireless provider authorized to place a new utility pole within public right-of-way or on city-owned or leased property shall pay to the city for use of the right-of-way or property in the amount stated in Appendix A - Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the permit.
- (c) Make-ready. For city-owned or leased utility poles in the rights-of-way, the city shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within 60 days of written acceptance of the good faith estimate by the wireless provider.

Sec. 16-1410. - Remedies; violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a right-of-way use permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have 30 days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the city, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the city may take all actions authorized by this chapter and/or Tennessee law and regulations.

Sec. 16-1411. - General provisions.

- (a) *Insurance.* Each permittee shall, at all times during the entire term of the right-of-way use permit, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the city from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. The amounts of such coverage shall be not less than the following:
 - (1) *Worker's compensation and employer's liability insurance.* Tennessee statutory requirements.
 - (2) *Comprehensive general liability.* Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A - Comprehensive Fees and Penalties but in no case

less than \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in the aggregate.

- (3) *Commercial automobile liability.* Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this article XII for limits as specified in Appendix A - Comprehensive Fees and Penalties, but in no case less than \$1,000,000.00 per occurrence combined single limit each accident.
- (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The city shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the city with at least 30 days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

- (b) *Indemnification.* Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the city, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the city in which it is claimed that personal injury, including death, or property damage was caused by the permittee's construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.
- (c) *Application for Renewal of Permit.* A permittee desiring to renew a right-of-way use permit prior to the expiration of the permit shall file an application with the city for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the director of streets, or his or her designee.
 - (1) The city shall make a determination accepting or denying the renewal application in writing to the permittee.
 - (2) The city shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the right-of-way use permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the right-of-way permit, and this chapter during the expiring term. In the event the city elects not to renew, it shall provide a written

basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The city shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.

- (d) *As-built maps.* As the city controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the city to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the city and within 30 days of such a request, a permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing small wireless facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having small wireless facilities in the city right-of-way shall update such maps as required under this chapter upon written request by the city.
- (e) *Right to inspect.* With just and reasonable cause, the city shall have the right to inspect all of the small wireless facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the city as part of the inspection.
- (f) *Transitional provisions.*
 - (1) *Persons already authorized to use the right-of-way.* Any wireless provider and/or entity holding a permit or other authorization from the city to own, construct, install, operate, and/or maintain wireless facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding right-of-way use permit pursuant to this chapter within 90 days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain wireless facilities in the right-of-way until such right-of-way use permit becomes effective.
 - (2) *Operating without right-of-way use authorization.* Any person that owns or operates any wireless facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a right-of-way use permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a right-of-way use permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a right-of-way use permit, or other authorization required under other provisions of this chapter or city ordinances or regulations, and nothing herein shall prevent the city from requiring removal of any wireless facilities installed in violation of this chapter or city ordinances or regulations.

- (g) *Proprietary information.* If a person considers information it is obligated to provide to the city under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the city shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The city shall provide written notice to the person in the following circumstances: i) if the city receives a request for disclosure of such proprietary and confidential information and the city attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the city attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within 30 days following receipt of the city's notice, then the city may disclose the information without further written notice to the person.
- (h) *Duty to provide information.* Within ten days of a written request from the city, a permittee shall furnish the city with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the city in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee's obligations pursuant to this chapter.
- (i) *No substitute for other required permissions.* No right-of-way use permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the city for the privilege of transacting and carrying on a business within the city or any permit or agreement for occupying any other property of the city.
- (j) *No waiver.* The failure of the city to insist on timely performance or compliance by any permittee holding a right-of-way use permit shall not constitute a waiver of the city's right to later insist on timely performance or compliance by that permittee or any other permittee holding such right-of-way use permit. The failure of the city to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or city Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.
- (k) *Policies and procedures.* The city is authorized to establish such written policies and procedures consistent with this chapter as the city reasonably deems necessary for the implementation of this chapter.
- (l) *Police powers.* The city, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the city under applicable federal, state and local laws and regulations.
- (m) *Severability.* If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

SECTION II. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Appendix A of the Municipal Code of the City of Franklin shall be amended by deleting sections indicated with a strikethrough, and adding the text indicated in bold, as follows.

Appendix A

CHAPTER 16. - STREETS AND SIDEWALKS, ETC.

<i>Addressing</i>	
Address change fee—Parcel	\$100.00
Address change fee—Street	\$200.00 plus \$20.00 parcel
Appeal fee	\$100.00
<i>Excavation and Cuts within Public Right-of-Way</i>	
Permit fee to excavate in, or across or under streets, roads, alleys, sidewalks, or the public right-of-way.	\$200.00
Violations	\$50.00 per offense, per day
Certificate of Insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$20,000.00 or as determined by street department director or designee.
<i>Right-of-Way Occupancy or Obstruction</i>	
Permit fee to occupy or obstruct public streets, alleys, sidewalks, or the public right-of-way.	\$100.00 for up to 30 days, renewable at \$100.00 per month or portion thereof.
Violations	\$50.00 per offense, per day

Certificate of insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$1,000.00 or as determined by street department director or his designee.
Reinspection fee	\$100.00
<i>House Moving</i>	
Permit fee	\$50.00
Certificate of insurance	Liability insurance for property damages not less than \$50,000.00

**Road Impact Fee
New Fee Schedule ^{1, 2}**

Land Use Type	Unit	Daily VMT		Cost/VMT		Cost/Unit		Credit/VMT		Credit/Unit		100% Calculated Impact Fee		
		Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	All Major Roadways	Arterials	Collector	All Major Roadways
Single-Family Detached	Dwelling	16.76	22.42	\$536.00	\$550.00	\$8,983.00	\$12,331.00	\$243.00	\$182.00	\$4,073.00	\$4,080.00	\$4,911.00	\$3,340.00	\$8,251.00
Multi-Family	Dwelling	10.62	14.22	536.00	550.00	5,692.00	7,821.00	243.00	182.00	2,581.00	2,588.00	3,112.00	2,121.00	5,233.00
Mobile Home Park	Dwelling	7.98	10.68	536.00	550.00	4,277.00	5,874.00	243.00	182.00	1,939.00	1,944.00	2,338.00	1,592.00	3,930.00
Congregate Care Facility	Dwelling	3.73	4.99	536.00	550.00	1,999.00	2,745.00	243.00	182.00	906.00	908.00	1,093.00	743.00	1,836.00
Hotel/Motel	Room	8.76	11.73	536.00	550.00	4,695.00	6,452.00	243.00	182.00	2,129.00	2,135.00	2,567.00	1,750.00	4,317.00
<i>Retail/Commercial</i>														
Shopping Center/ General Retail	1,000 sq. ft.	22.13	29.56	536.00	550.00	11,862.00	16,258.00	243.00	182.00	5,378.00	5,380.00	6,484.00	4,394.00	10,878.00
Restaurant, Quality	1,000 sq. ft.	41.19	55.04	536.00	550.00	22,078.00	30,272.00	243.00	182.00	10,009.00	10,017.00	12,069.00	8,186.00	20,255.00
Restaurant, Fast Food	1,000 sq. ft.	59.53	79.63	536.00	550.00	31,908.00	43,797.00	243.00	182.00	14,466.00	14,493.00	17,442.00	11,862.00	29,304.00
<i>Office/Institutional</i>														
Office	1,000 sq. ft.	15.81	21.2	536.00	550.00	8,474.00	11,660.00	243.00	182.00	3,842.00	3,858.00	4,632.00	3,169.00	7,802.00
Hospital	1,000 sq. ft.	18.29	24.49	536.00	550.00	9,803.00	13,470.00	243.00	182.00	4,444.00	4,457.00	5,359.00	3,653.00	9,012.00

Nursing Home	1,000 sq. ft.	10.52	14.08	536.00	550.00	5,639.00	7,744.00	243.00	182.00	2,556.00	2,563.00	3,082.00	2,099.00	5,181.00
Church	1,000 sq. ft.	11.12	14.88	536.00	550.00	5,960.00	8,184.00	243.00	182.00	2,702.00	2,708.00	3,258.00	2,218.00	5,476.00
Elementary/Sec. School	1,000 sq. ft.	5.48	7.33	536.00	550.00	2,937.00	4,032.00	243.00	182.00	1,332.00	1,334.00	1,606.00	1,092.00	2,697.00
<i>Industrial</i>														
Manufacturing	1,000 sq. ft.	6.93	9.29	536.00	550.00	3,714.00	5,110.00	243.00	182.00	1,684.00	1,691.00	2,030.00	1,388.00	3,419.00
Industrial Park	1,000 sq. ft.	12.41	16.63	536.00	550.00	6,652.00	9,147.00	243.00	182.00	3,016.00	3,027.00	3,636.00	2,484.00	6,120.00
Business Park	1,000 sq. ft.	22.57	30.25	536.00	550.00	12,098.00	16,638.00	243.00	182.00	5,485.00	5,506.00	6,613.00	4,519.00	11,132.00
Warehouse	1,000 sq. ft.	6.46	8.66	536.00	550.00	3,463.00	4,763.00	243.00	182.00	1,570.00	1,576.00	1,893.00	1,294.00	3,187.00
Mini-warehouse	1,000 sq. ft.	3.02	4.04	536.00	550.00	1,619.00	2,222.00	243.00	182.00	734.00	735.00	885.00	602.00	1,487.00

1. The arterial and collector impact fees effective July 1, 2017, are the impact fees needed as indicated in the January 2016 Road Impact Fee Update Study.

Implementation of Fee Schedule

Land Use Type	Unit	Impact Fee (Arterial Only)				
		Current Fee (app. 2007)	Effective ₁ 1-July-11	Effective ₂ 1-July-12	Effective ₃ 1-July-13	Effective ₄ 1-Sept-14
Single-Family Detached	Dwelling	\$2,191.00	\$2,700.00	\$3,514.00	\$4,227.00	\$4,911.00
Multi-Family	Dwelling	1,537.00	1,844.00	2,336.00	2,766.00	3,112.00
Mobile Home Park	Dwelling	1,144.00	1,378.00	1,752.00	2,079.00	2,338.00
Congregate Care Facility	Dwelling	440.00	566.00	767.00	943.00	1,093.00
Hotel/Motel	Room	1,126.00	1,432.00	1,922.00	2,350.00	2,567.00
<i>Retail/Commercial</i>						
Shopping Center/General Retail	1,000 sq. ft.	2,681.00	3,510.00	4,836.00	5,996.00	6,484.00
Restaurant, Quality	1,000 sq. ft.	4,964.00	6,499.00	8,955.00	11,104.00	12,069.00
Restaurant, Fast Food	1,000 sq. ft.	7,177.00	9,426.00	13,023.00	16,171.00	17,442.00
<i>Office/Institutional</i>						
Office	1,000 sq. ft.	1,891.00	2,430.00	3,291.00	4,045.00	4,632.00
Hospital	1,000 sq. ft.	2,867.00	3,595.00	4,760.00	5,779.00	5,359.00
Nursing Home	1,000 sq. ft.	996.00	1,411.00	2,074.00	2,654.00	3,082.00
Church	1,000 sq. ft.	1,127.00	1,447.00	1,958.00	2,406.00	3,258.00
Elementary/Sec. School	1,000 sq. ft.	543.00	704.00	960.00	1,185.00	1,606.00
<i>Industrial</i>						
Manufacturing	1,000 sq. ft.	830.00	1,067.00	1,445.00	1,776.00	2,030.00
Industrial Park	1,000 sq. ft.	1,513.00	1,944.00	2,634.00	3,237.00	3,636.00
Business Park	1,000 sq. ft.	2,773.00	3,563.00	4,828.00	5,934.00	6,613.00

Warehouse	1,000 sq. ft.	1,078.00	1,220.00	1,453.00	1,655.00	1,893.00
Mini-warehouse	1,000 sq. ft.	388.00	493.00	662.00	809.00	885.00

1. The arterial only impact fees effective July 1, 2011, are calculated at 25 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.

2. The arterial only impact fees effective July 1, 2012, are calculated at 65 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.

3. The arterial only impact fees effective July 1, 2013, are the arterial only impact fees needed as indicated in the November 2010 Road Impact Fee Update Study.

4. The arterial only impact fees effective September 1, 2014, are the arterial only impact fees needed as indicated in the March 2014 Road Impact Fee Update Study.

<i>Special Events, Amusement Rides and Attractions</i>	
Special event permit review fee	\$100.00
	For special events requiring a beer permit, the total fee for both the beer and special event permits shall be as set forth in title 8, chapter 2 of this Code
Certificate of Insurance	\$250,000.00 per occurrence insuring the owner or operator against liability for personal injury in addition to additional up to \$1,000,000.00 per person and \$3,000,000.00 per occurrence; and
	\$1,000,000.00 single-limit coverage for bodily injury and property damage and basic worker's compensation insurance
<i>Right-of-Way Permit, Plan Review, and Inspection Fees</i>	
Traffic impact analysis review fee	\$3,500.00

Grading permit	\$100.00
Road boring permit	\$100.00
Road cutting permit	\$100.00
Grading and drainage plan review fee	\$600.00
Grading only plan review fee	\$300.00
Grading and drainage plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Grading only plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Roadway inspection	\$2.00/LF (min. \$1,000.00)
Drainage inspection—Storm pipe	\$1.00/LF
Drainage inspection—Detention pond	\$1.00/100 CY
Drainage inspection—Ditch work	\$1.00/LF (min. \$1,000.00 for all drainage inspections)
Reinspection fee (tests)	\$100.00 per test
Reinspection fee	\$50.00

Violations	\$50.00 per day per violation
<i>Traffic Control Devices</i>	
Permit application	\$50.00
Reinspection fee	\$50.00
Removal of device	\$50.00
<i>Valet Parking</i>	
Permit fee—Annual	\$10.00 per linear feet of the valet zone. Minimum \$250.00
Permit fee—Special event or special occasion (2-day max)	\$5.00 per linear feet of the valet zone. Minimum \$125.00
Certificate of insurance	As determined by the City of Franklin Risk Manager
Application for right-of-way use plan review permit and processing	(\$100.00) each for the first five (5) small wireless facilities and fifty dollars (\$50.00) each for additional small wireless facilities included in a single application \$500.00
Annual rate for use of city-owned or leased poles/structures	\$100.00 minimum per installation (spot location) or as specified in the applicable approved right of way use agreement permit
Permit/inspection fees:	\$100.00 per installation (spot location). The street department has the discretion to issue permits that include single or multiple installations based on the ease of tracking inspections and mapping of installations.
Violations	\$50.00 per offense, per day
Comprehensive general liability (minimum)	\$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in aggregate
Commercial automobile liability	\$1,000,000.00 per occurrence, combined single limit each accident

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its

several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **October 1, 2018**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2018-37

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 14, OF THE CITY OF FRANKLIN MUNICIPAL CODE AS IT PERTAINS TO SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY."

WHEREAS, the City of Franklin ("City"), Tennessee, desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advance technology, broadband and 9-1-1 services to homes, businesses, schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public rights-of-way.

WHEREAS, on April 24, 2018, the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 was passed by the Tennessee General Assembly, which added Tennessee Code Annotated 13-24-401 et seq;

WHEREAS, Tennessee Code Annotated Title 13, Chapter 24, Part 4 allows municipalities to adopt and enforce regulations in the application, deployment, and maintenance of small cell facilities in the public rights of way; and

SECTION I. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Title 16 of the Municipal Code of the City of Franklin shall be amended by replacing Chapter 14 in its entirety, as follows.

CHAPTER 14. - [SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY]

Sec. 16-1401. - Purpose and scope.

- (a) *Purpose.* In accordance with Tennessee Code Annotated §13-24-401, et seq, known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city's rights-of-way and to the city as a whole.
- (b) *Intent.* In enacting this chapter, the city is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

- (3) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (4) Protect against environmental damage, including damage to trees;
 - (5) Preserve the character of the neighborhoods in which facilities are installed; and
 - (6) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.
- (c) *Conflicts with other chapters.* This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Sec. 16-1402. - Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

- (a) *Aesthetic plan* means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the City or designated area within the City. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan;
- (b) *Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.
- (c) *Annual Lease Fee* means the fee due to the city for the reimbursement for the installation of a small wireless facility on city property irrespective of whether the property is owned, leased, or within the public right-of-way. Each installation/spot is a separate annual lease fee.
- (d) *Applicable Codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this chapter.
- (e) *Applicant* means any person who submits an application pursuant to this part.
- (f) *Application* means a request submitted by an applicant to the City of Franklin:
 - (1) For a permit to deploy or collocate small wireless facilities in the ROW; or
 - (2) To approve the installation or modification of a Potential Support Structure (PSS) associated with deployment or collocation of small wireless facilities in the ROW;
- (g) *Authority-owned PSS or City-owned PSS* means a PSS owned or leased by the city in the rights-of-way, including a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for signage; and (ii) a pole or similar structure owned/leased by the city in the rights-of-way that supports only wireless facilities. Authority-owned PSS does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned, or government-owned;

- (h) *City* means City of Franklin, Tennessee.
- (i) *Collocate, collocating, and colocation* mean, in their respective noun and verb forms, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS;
- (j) *Communications facility* means the set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide communications service;
- (k) *Communications service* means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service;
- (l) *Communications service provider* means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7–59–303, or a wireless provider;
- (m) *Day* means calendar day.
- (n) *Fee* means a one-time, non-recurring charge.
- (o) *Historic district* means a property or area zoned as a historic district or zone pursuant to § 13–7–404;
- (p) *Micro wireless facility* means a small wireless facility that:
 - (1) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
 - (2) The exterior antenna, if any, does not exceed eleven inches (11") in length;
- (q) *Permittee* means an applicant who has been granted a permit.
- (r) *Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity;
- (s) *Potential support structure for a small wireless facility or PSS* means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to collocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this part.
- (t) *Rate* means a recurring charge.

- (u) *Residential neighborhood* means an area within the City's geographic boundary that is zoned or otherwise designated by the City for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas;
- (v) *Right-of-way or ROW* means the space, in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skywalks under the control of the City, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the City;
- (w) *Right-of-way use permit or permit* means a permit for the construction or installation of wireless facilities, small wireless facilities, wireless backhaul facilities, fiber optic cable, conduit, and associated equipment necessary to install wireless facilities in the right-of-way.
- (x) (1) *Small wireless facility* means a wireless facility with:
 - (A) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume; and
 - (B) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision (19)(A)(ii), "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services; and(2) "Small wireless facility" includes a micro wireless facility;
- (y) Wireline backhaul facility means a communications facility used to transport communications services by wire from a wireless facility to a network;
- (z) (1) *Wireless facility* means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including:
 - (A) Equipment associated with wireless communications; and
 - (B) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;(2) *Wireless facility* does not include:
 - (A) The structure or improvements on, under, or within which the equipment is collocated;
 - (B) Wireline backhaul facilities; or
 - (C) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna; and(3) *Wireless facility* includes small wireless facilities;

- (aa) *Wireless infrastructure provider* means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or PSSs, but that is not a wireless services provider.
- (bb) *Wireless provider* means a wireless infrastructure provider or a wireless services provider.
- (cc) *Wireless services* means any service using licensed or unlicensed spectrum, including the use of WIFI, whether at a fixed location or mobile, provided to the public.
- (dd) *Wireless services provider* means a person who provides wireless services.

Sec. 16-1403. - Permitted use; application and fees.

- (a) *Permitted use.* Collocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or PSS for the collocation of a small wireless facility shall be a permitted use, subject to the restrictions in this title.
- (b) *Permit required.* No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first obtaining a right-of-way use permit from the city. Any right-of-way use permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the city may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.
- (c) *Permit applications.* All applications for Right-of-way use permits filed pursuant to this chapter shall be on a form, paper or electronic, provided by the city. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.
- (d) *Application requirements.* The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - (1) The applicant's name, address, telephone number, and e-mail address;
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;
 - (3) A site plan for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including the requirements of the Manual on Uniform Traffic Control Devices;
 - (4) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;
 - (5) Identification of any third party upon whose PSS the applicant intends to collocate and certification by the applicant that it has obtained approval from the third party;
 - (6) The applicant's identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner that such person

agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable ROW requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;

- (7) The applicant's certification of compliance with surety bond, insurance, or indemnification requirements (as set forth in Section 16-411 below); rules requiring maintenance of infrastructure deployed in ROW; rule requiring relocation or timely removal of infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in ROW no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in ROW under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the ROW; and
 - (8) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer.
 - (9) A statement that all wireless facilities shall comply with all applicable codes.
- (e) *Approval or Denial of Application; Response Time.* The City responds to the applications for permit per the timelines prescribed in T.C.A. Section 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of T.C.A. Section 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in T.C.A. Section 13-24-409(b)(7)(F)(i) for high-volume applicants.
 - (f) *Deployment after Permit.* An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection (h), then the City may require that the applicant complete a new application and pay an application fee.
 - (g) *Multiple Permit Applications at Same Location.* If the City receives multiple applications seeking to deploy or collocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "Same Location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSSs within fifty (50) of each other.

- (h) *Bridge and/or Overpass Special Provision.* If the Applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the Applicant's construction is complete, the Applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the Applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the Applicant shall provide notice of the evidence to the safety contact.
- (i) *Information updates.* Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the city within 30 days after the change necessitating the amendment.
- (j) *Application fees.* Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by a fee in accordance with T.C.A.13-24-407, and as set forth in Appendix A.

Sec. 16-1404. Reserved.

Sec. 16-1405. Reserved.

Sec. 16-1406. - Facilities in the ROW; maximum height; other requirements.

- (a) *Aesthetic Plan.* Unless otherwise determined by city staff, in an attempt to blend into the built environment, all small wireless facilities, new or modified utility poles, PSSs for the collocation of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:
 - (1) Collocation is recommended, when possible. Should the wireless provider not be able to collocate, the wireless provider shall provide justification in the application.
 - (2) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSs shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed 16 inches in diameter. The city reserves the right to require a street light on the utility pole. New wooden PSSs shall be strictly prohibited.
 - (3) When an Applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the Applicant must deploy the facility in the right of way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.
 - (4) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the

proposed facilities and equipment, minimizing the physical and visual impact to the community.

- (b) *Compliance with Underground Facilities.* Subject to waivers as determined by the Franklin Municipal Planning Commission, an Applicant must comply with existing requirements to place all electric, cable, and communications facilities underground in a designated area of a ROW, as determined by the City's zoning regulations, and its design for the PSS meets the aesthetic plan for the area:
- (c) *Historic preservation overlay.* For applications for property located inside the historic preservation overlay, the applicant must also obtain approval from the Historic Zoning Commission prior to obtaining a permit. Proposed installations are subject to the Franklin Historic District Design Guidelines, and any installations proposed adjacent to National Register listed property or an architecturally significant structure in a National Register District shall be subject to a Section 106 study.
- (d) *PSSs with Mast Arms.* Unless otherwise determined by City staff, an Applicant shall not collocate on City-owned PSSs, which have mast arms routinely removed to accommodate frequent events. A list of the prohibited PSSs, which have the mast arms described are listed on the City of Franklin website.
- (e) *Replacing an existing City-owned PSS.* City-owned PSS may be replaced for the collocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.
 - (1) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to T.C.A. 13-24-408(g).
 - (2) The city reserves the right to require a street light on the new PSS.
- (f) *Maximum Height.* A new PSS installed or an existing PSS replaced in the ROW shall not exceed the greater of:
 - (1) Ten feet (10') in height above the tallest existing PSS in place as of the effective date of this part that is located within five hundred feet (500') of the new PSS in the ROW and, in residential neighborhoods, the tallest existing PSS that is located within five hundred feet (500') of the new PSS and is also located within the same residential neighborhood as the new PSS in the ROW;
 - (2) Fifty feet (50') above ground level; or
 - (3) For a PSS installed in a residential neighborhood, forty feet (40') above ground level.
- (g) *Maximum Height for Small wireless facilities.* Small wireless facilities shall not extend:
 - (1) More than ten feet (10') above an existing PSS in place as of the effective date of this part; or

- (2) On a new PSS, ten feet (10') above the height permitted for a new PSS under this section.
- (h) *Construction in the rights-of-way.* All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, and the National Electrical Safety Code, as might apply.
- (i) *Franklin Municipal Planning Commission Approval.* Unless otherwise provided in this ordinance, the Franklin Municipal Planning Commission approval shall be required for:
 - (1) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections (a)—(h) above.
 - (2) New utility poles or PSSs shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSs exist at the time of application without prior approval by the Franklin Municipal Planning Commission.
- (j) From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for 30 days and compiled into a set of guidelines titled, "City of Franklin Guidelines for Wireless Communications Facilities in the Public Right-of-Way." In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

Sec. 16-1407. - Effect of permit.

- (a) *Authority granted; no property right or other interest created.* A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (b) *Duration.* No permit issued under this chapter shall be valid for a period longer than 12 months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than 90 days, the permit expires.
- (c) *Termination of permit.* In all other circumstances, the permit expires in 12 months.

Sec. 16-1408. - Maintenance, removal, relocation or modification of small wireless facility and fiber in the ROW.

- (a) *Notice.* Within 90 days following written notice from the city, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the city has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way. The city agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.

- (b) *Maintenance of existing facilities.* With respect to each wireless facility installed pursuant to a right-of-way use permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the city to all work within the right-of-way. If required by city, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the right-of-way. However, no excavation or work of any kind may be performed without a permit, except in the event of an emergency. In the event of emergency, permittee shall attempt to provide advance written or oral notice to the streets director.
- (c) *Removal of existing facilities.* If the permittee removes any wireless facilities, it shall notify the city of such change within 60 days.
- (d) *Damage to facilities or property.* A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (e) *Emergency removal or relocation of facilities.* The city retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the city shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless providers sole cost. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.
- (f) *Abandonment of facilities.* Upon abandonment of a small wireless facility within the rights-of-way of the city, the wireless provider shall notify the city within 90 days. Following receipt of such notice the city may direct the wireless provider to remove all or any portion of the small wireless facility if the city reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.
- (g) Failure to remove wireless facilities pursuant to this Code will result in no future permits being granted.

Sec. 16-1409. - Public right-of-way rates—Attachment to city-owned/leased utility poles and new utility poles installed within the public right-of-way or city-owned/leased property.

- (a) *Annual rate.* The rate to place a small wireless facility on a city-owned or leased pole in the right-of-way shall be in the amount stated in Appendix A - Comprehensive Fees and Penalties per year for all city-owned or leased poles in the rights-of-way. All equipment attached to a city-owned pole shall constitute a single attachment and therefore a single use of a city-

owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the city. This rate will be due January 1 of each year of the permit.

- (b) A wireless provider authorized to place a new utility pole within public right-of-way or on city-owned or leased property shall pay to the city for use of the right-of-way or property in the amount stated in Appendix A - Comprehensive Fees and Penalties. This rate will be due January 1 of each year of the permit.
- (c) Make-ready. For city-owned or leased utility poles in the rights-of-way, the city shall provide a good faith reasonable direct cost-based estimate for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, within 60 days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within 60 days of written acceptance of the good faith estimate by the wireless provider.

Sec. 16-1410. - Remedies; violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a right-of-way use permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have 30 days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the city, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the city may take all actions authorized by this chapter and/or Tennessee law and regulations.

Sec. 16-1411. - General provisions.

- (a) *Insurance.* Each permittee shall, at all times during the entire term of the right-of-way use permit, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the city from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. The amounts of such coverage shall be not less than the following:
 - (1) *Worker's compensation and employer's liability insurance.* Tennessee statutory requirements.
 - (2) *Comprehensive general liability.* Commercial general liability occurrence form, including premises/operations, independent contractor's contractual liability, product/completed operations; X, C, U coverage; and personal injury coverage for limits as specified in Appendix A - Comprehensive Fees and Penalties but in no case less than \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in the aggregate.
 - (3) *Commercial automobile liability.* Commercial automobile liability coverage for all owned, non-owned and hired vehicles involved in operations under this article XII for limits as specified in Appendix A - Comprehensive Fees and Penalties, but in no case less than \$1,000,000.00 per occurrence combined single limit each accident.

- (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

The city shall be designated as an additional insured under each of the insurance policies required by this section except worker's compensation and employer's liability insurance. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the city with at least 30 days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

- (b) *Indemnification.* Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the city, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the city in which it is claimed that personal injury, including death, or property damage was caused by the permittee's construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.
- (c) *Application for Renewal of Permit.* A permittee desiring to renew a right-of-way use permit prior to the expiration of the permit shall file an application with the city for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the director of streets, or his or her designee.
- (1) The city shall make a determination accepting or denying the renewal application in writing to the permittee.
- (2) The city shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the right-of-way use permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the right-of-way permit, and this chapter during the expiring term. In the event the city elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The city shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.
- (d) *As-built maps.* As the city controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the city to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the city and within 30 days of such

a request, a permittee shall submit to the Department of Engineering (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing small wireless facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the Director of Engineering, or his or her designee. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having small wireless facilities in the city right-of-way shall update such maps as required under this chapter upon written request by the city.

- (e) *Right to inspect.* With just and reasonable cause, the city shall have the right to inspect all of the small wireless facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the city as part of the inspection.
- (f) *Transitional provisions.*
 - (1) *Persons already authorized to use the right-of-way.* Any wireless provider and/or entity holding a permit or other authorization from the city to own, construct, install, operate, and/or maintain wireless facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding right-of-way use permit pursuant to this chapter within 90 days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain wireless facilities in the right-of-way until such right-of-way use permit becomes effective.
 - (2) *Operating without right-of-way use authorization.* Any person that owns or operates any wireless facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a right-of-way use permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a right-of-way use permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a right-of-way use permit, or other authorization required under other provisions of this chapter or city ordinances or regulations, and nothing herein shall prevent the city from requiring removal of any wireless facilities installed in violation of this chapter or city ordinances or regulations.
- (g) *Proprietary information.* If a person considers information it is obligated to provide to the city under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the city shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from

disclosure to the maximum extent of the law. The city shall provide written notice to the person in the following circumstances: i) if the city receives a request for disclosure of such proprietary and confidential information and the city attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the city attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within 30 days following receipt of the city's notice, then the city may disclose the information without further written notice to the person.

- (h) *Duty to provide information.* Within ten days of a written request from the city, a permittee shall furnish the city with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the city in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee's obligations pursuant to this chapter.
- (i) *No substitute for other required permissions.* No right-of-way use permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the city for the privilege of transacting and carrying on a business within the city or any permit or agreement for occupying any other property of the city.
- (j) *No waiver.* The failure of the city to insist on timely performance or compliance by any permittee holding a right-of-way use permit shall not constitute a waiver of the city's right to later insist on timely performance or compliance by that permittee or any other permittee holding such right-of-way use permit. The failure of the city to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or city Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.
- (k) *Policies and procedures.* The city is authorized to establish such written policies and procedures consistent with this chapter as the city reasonably deems necessary for the implementation of this chapter.
- (l) *Police powers.* The city, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the city under applicable federal, state and local laws and regulations.
- (m) *Severability.* If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

SECTION II. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN, TENNESSEE, that Appendix A of the Municipal Code of the City of Franklin shall be amended by deleting sections indicated with a strikethrough, and adding the text indicated in bold, as follows.

Appendix A

CHAPTER 16. - STREETS AND SIDEWALKS, ETC.

<i>Addressing</i>	
Address change fee—Parcel	\$100.00
Address change fee—Street	\$200.00 plus \$20.00 parcel
Appeal fee	\$100.00
<i>Excavation and Cuts within Public Right-of-Way</i>	
Permit fee to excavate in, or across or under streets, roads, alleys, sidewalks, or the public right-of-way.	\$200.00
Violations	\$50.00 per offense, per day
Certificate of Insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$20,000.00 or as determined by street department director or designee.
<i>Right-of-Way Occupancy or Obstruction</i>	
Permit fee to occupy or obstruct public streets, alleys, sidewalks, or the public right-of-way.	\$100.00 for up to 30 days, renewable at \$100.00 per month or portion thereof.
Violations	\$50.00 per offense, per day

Certificate of insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/bond	Minimum \$1,000.00 or as determined by street department director or his designee.
Reinspection fee	\$100.00
<i>House Moving</i>	
Permit fee	\$50.00
Certificate of insurance	Liability insurance for property damages not less than \$50,000.00

**Road Impact Fee
New Fee Schedule ^{1, 2}**

Land Use Type	Unit	Daily VMT		Cost/VMT		Cost/Unit		Credit/VM T		Credit/Unit		100% Calculated Impact Fee		
		Arterials	All Major Road ways	Arterials	All Major Road ways	Arterials	All Major Road ways	Arterials	All Major Road ways	Arterials	All Major Road ways	Arterials	Collector	All Major Road ways
Single-Family Detached	Dwelling	16.76	22.42	\$536.00	\$550.00	\$8,983.00	\$12,331.00	\$243.00	\$182.00	\$4,073.00	\$4,080.00	\$4,911.00	\$3,340.00	\$8,251.00
Multi-Family	Dwelling	10.62	14.22	536.00	550.00	5,692.00	7,821.00	243.00	182.00	2,581.00	2,588.00	3,112.00	2,121.00	5,233.00
Mobile Home Park	Dwelling	7.98	10.68	536.00	550.00	4,277.00	5,874.00	243.00	182.00	1,939.00	1,944.00	2,338.00	1,592.00	3,930.00
Congregate Care Facility	Dwelling	3.73	4.99	536.00	550.00	1,999.00	2,745.00	243.00	182.00	906.00	908.00	1,093.00	743.00	1,836.00

Hotel/Motel	Room	8.76	11.73	536.00	550.00	4,695.00	6,452.00	243.00	182.00	2,129.00	2,135.00	2,567.00	1,750.00	4,317.00
<i>Retail/Commercial</i>														
Shopping Center/General Retail	1,000 sq. ft.	22.13	29.56	536.00	550.00	11,862.00	16,258.00	243.00	182.00	5,378.00	5,380.00	6,484.00	4,394.00	10,878.00
Restaurant, Quality	1,000 sq. ft.	41.19	55.04	536.00	550.00	22,078.00	30,272.00	243.00	182.00	10,009.00	10,017.00	12,069.00	8,186.00	20,255.00
Restaurant, Fast Food	1,000 sq. ft.	59.53	79.63	536.00	550.00	31,908.00	43,797.00	243.00	182.00	14,466.00	14,493.00	17,442.00	11,862.00	29,304.00
<i>Office/Institutional</i>														
Office	1,000 sq. ft.	15.81	21.2	536.00	550.00	8,474.00	11,660.00	243.00	182.00	3,842.00	3,858.00	4,632.00	3,169.00	7,802.00
Hospital	1,000 sq. ft.	18.29	24.49	536.00	550.00	9,803.00	13,470.00	243.00	182.00	4,444.00	4,457.00	5,359.00	3,653.00	9,012.00
Nursing Home	1,000 sq. ft.	10.52	14.08	536.00	550.00	5,639.00	7,744.00	243.00	182.00	2,556.00	2,563.00	3,082.00	2,099.00	5,181.00
Church	1,000 sq. ft.	11.12	14.88	536.00	550.00	5,960.00	8,184.00	243.00	182.00	2,702.00	2,708.00	3,258.00	2,218.00	5,476.00
Elementary/Sec. School	1,000 sq. ft.	5.48	7.33	536.00	550.00	2,937.00	4,032.00	243.00	182.00	1,332.00	1,334.00	1,606.00	1,092.00	2,697.00
<i>Industrial</i>														
Manufacturing	1,000 sq. ft.	6.93	9.29	536.00	550.00	3,714.00	5,110.00	243.00	182.00	1,684.00	1,691.00	2,030.00	1,388.00	3,419.00
Industrial Park	1,000 sq. ft.	12.41	16.63	536.00	550.00	6,652.00	9,147.00	243.00	182.00	3,016.00	3,027.00	3,636.00	2,484.00	6,120.00
Business Park	1,000 sq. ft.	22.57	30.25	536.00	550.00	12,098.00	16,638.00	243.00	182.00	5,485.00	5,506.00	6,613.00	4,519.00	11,132.00

Wareho use	1,00 0 sq. ft.	6.46	8.66	536. 00	550.0 0	3,46 3.00	4,763 .00	243. 00	182.0 0	1,57 0.00	1,576 .00	1,89 3.00	1,29 4.00	3,187 .00
Mini- warehou se	1,00 0 sq. ft.	3.02	4.04	536. 00	550.0 0	1,61 9.00	2,222 .00	243. 00	182.0 0	734. 00	735.0 0	885. 00	602. 00	1,487 .00

1. The arterial and collector impact fees effective July 1, 2017, are the impact fees needed as indicated in the January 2016 Road Impact Fee Update Study.

Implementation of Fee Schedule

Land Use Type	Unit	Impact Fee (Arterial Only)				
		Current Fee (app. 2007)	Effective 1 1-July-11	Effective 2 1-July-12	Effective 3 1-July-13	Effective 4 1-Sept-14
Single-Family Detached	Dwelling	\$2,191.00	\$2,700.00	\$3,514.00	\$4,227.00	\$4,911.00
Multi-Family	Dwelling	1,537.00	1,844.00	2,336.00	2,766.00	3,112.00
Mobile Home Park	Dwelling	1,144.00	1,378.00	1,752.00	2,079.00	2,338.00
Congregate Care Facility	Dwelling	440.00	566.00	767.00	943.00	1,093.00
Hotel/Motel	Room	1,126.00	1,432.00	1,922.00	2,350.00	2,567.00
<i>Retail/Commercial</i>						
Shopping Center/General Retail	1,000 sq. ft.	2,681.00	3,510.00	4,836.00	5,996.00	6,484.00
Restaurant, Quality	1,000 sq. ft.	4,964.00	6,499.00	8,955.00	11,104.00	12,069.00
Restaurant, Fast Food	1,000 sq. ft.	7,177.00	9,426.00	13,023.00	16,171.00	17,442.00
<i>Office/Institutional</i>						
Office	1,000 sq. ft.	1,891.00	2,430.00	3,291.00	4,045.00	4,632.00
Hospital	1,000 sq. ft.	2,867.00	3,595.00	4,760.00	5,779.00	5,359.00
Nursing Home	1,000 sq. ft.	996.00	1,411.00	2,074.00	2,654.00	3,082.00
Church	1,000 sq. ft.	1,127.00	1,447.00	1,958.00	2,406.00	3,258.00

Elementary/Sec. School	1,000 sq. ft.	543.00	704.00	960.00	1,185.00	1,606.00
<i>Industrial</i>						
Manufacturing	1,000 sq. ft.	830.00	1,067.00	1,445.00	1,776.00	2,030.00
Industrial Park	1,000 sq. ft.	1,513.00	1,944.00	2,634.00	3,237.00	3,636.00
Business Park	1,000 sq. ft.	2,773.00	3,563.00	4,828.00	5,934.00	6,613.00
Warehouse	1,000 sq. ft.	1,078.00	1,220.00	1,453.00	1,655.00	1,893.00
Mini-warehouse	1,000 sq. ft.	388.00	493.00	662.00	809.00	885.00

1. The arterial only impact fees effective July 1, 2011, are calculated at 25 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.
2. The arterial only impact fees effective July 1, 2012, are calculated at 65 percent of the increase for fees from the current fee schedule to that as indicated being needed by the November 2010 Road Impact Fee Update Study.
3. The arterial only impact fees effective July 1, 2013, are the arterial only impact fees needed as indicated in the November 2010 Road Impact Fee Update Study.
4. The arterial only impact fees effective September 1, 2014, are the arterial only impact fees needed as indicated in the March 2014 Road Impact Fee Update Study.

<i>Special Events, Amusement Rides and Attractions</i>	
Special event permit review fee	\$100.00
	For special events requiring a beer permit, the total fee for both the beer and special event permits shall be as set forth in title 8, chapter 2 of this Code
Certificate of Insurance	\$250,000.00 per occurrence insuring the owner or operator against liability for personal injury in addition to additional up to \$1,000,000.00 per person and \$3,000,000.00 per occurrence; and

	\$1,000,000.00 single-limit coverage for bodily injury and property damage and basic worker's compensation insurance
<i>Right-of-Way Permit, Plan Review, and Inspection Fees</i>	
Traffic impact analysis review fee	\$3,500.00
Grading permit	\$100.00
Road boring permit	\$100.00
Road cutting permit	\$100.00
Grading and drainage plan review fee	\$600.00
Grading only plan review fee	\$300.00
Grading and drainage plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Grading only plan review fee with consultant expedited POST PC review	\$1,500.00 per submittal/review
Roadway inspection	\$2.00/LF (min. \$1,000.00)
Drainage inspection—Storm pipe	\$1.00/LF
Drainage inspection—Detention pond	\$1.00/100 CY

Drainage inspection—Ditch work	\$1.00/LF (min. \$1,000.00 for all drainage inspections)
Reinspection fee (tests)	\$100.00 per test
Reinspection fee	\$50.00
Violations	\$50.00 per day per violation
<i>Traffic Control Devices</i>	
Permit application	\$50.00
Reinspection fee	\$50.00
Removal of device	\$50.00
<i>Valet Parking</i>	
Permit fee—Annual	\$10.00 per linear feet of the valet zone. Minimum \$250.00
Permit fee—Special event or special occasion (2-day max)	\$5.00 per linear feet of the valet zone. Minimum \$125.00
Certificate of insurance	As determined by the City of Franklin Risk Manager
Application for right-of-way use plan review permit and processing	(\$100.00) each for the first five (5) small wireless facilities and fifty dollars (\$50.00) each for additional small wireless facilities included in a single application\$500.00
Annual rate for use of city-owned or leased poles/structures	\$100.00 minimum per installation (spot location) or as specified in the applicable approved right of way use agreement permit
Permit/inspection fees:	\$100.00 per installation (spot location). The street department has the discretion to issue permits that include single or multiple installations based on the ease of tracking inspections and mapping of installations.
Violations	\$50.00 per offense, per day

Comprehensive general liability (minimum)	\$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 in aggregate
Commercial automobile liability	\$1,000,000.00 per occurrence, combined single limit each accident

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **October 1, 2018**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0162**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **WINDROW PHILLIPS GROUP** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide lobbying and advisory services, and to represent the City’s interests before the Tennessee General Assembly and the administrative branch of government in connection with City’s intent for services, hereinafter referenced as Services. The Services are described as follows:

Lobbying and Advisory Services (“Services”)

1. SCOPE OF SERVICES. Consultant shall arrange for and provide lobbying services on specific legislative matters; track relevant legislation; monitor regulatory changes; interface with policy makers on behalf of the City; assist in writing, amending and/or defeating legislation of behalf of the City; provide reports throughout the legislative session; and serve as a source of information and as a legislative liaison, even during off-term.
2. Consultant shall be paid for Services in the Not-to-Exceed Amount of Thirty-One Thousand Two Hundred and 00/100 Dollars (\$31,200.00) through August 31, 2019.

[Remainder of page left intentionally blank.]

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

ARTICLE 2. GENERAL CONDITIONS.

- 2.1 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Services acting upon written instruction issued by the Consultant.
- 2.2 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 2.3 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - 2.3.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this Agreement.

ARTICLE 3. TERMINATION BY THE CITY.

Either party may terminate performance under this Agreement in whole or in part, for the convenience of the party by giving thirty (30) day written notice to the other party. In such case, the Consultant shall be paid only for the work that is complete at the time of termination.

ARTICLE 4. SCOPE OF SERVICES.

Consultant shall provide the Services as described in the Scope of Services. By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

ARTICLE 5. SCHEDULE.

TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

ARTICLE 6. INSURANCE.

During the performance of the Services under this Agreement, Consultant shall maintain a \$2,000,000.00 insurance policy and shall provide a copy of the certificate to the City upon execution of this Agreement.

ARTICLE 7. PAYMENT.

Consultant shall provide monthly invoices for Services. Payment is due within 30 (thirty) days of invoice.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Services, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Services does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 8.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 8.3 **NO THIRD-PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 8.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 9. EXTENT OF AGREEMENT:

- 9.1 **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 of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 9.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for the Services and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 10. DISPUTE RESOLUTION, BREACH.

- 10.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 10.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with 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.

ARTICLE 11. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract, or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

WINDROW PHILLIPS

By: _____
Anna Durham Windrow
Principal

RESOLUTION 2018-62

A RESOLUTION TO ADOPT THE AMENDED AND RESTATED PENSION PLAN EFFECTIVE JANUARY 1, 2018, AND TO ADOPT THE FIRST AMENDMENT TO THE AMENDED AND RESTATED PENSION PLAN EFFECTIVE JANUARY 1, 2018

WHEREAS, the City of Franklin has a Pension Plan that contains 7 amendments; and

WHEREAS, the City has entered into an agreement with Tennessee Consolidated Retirement System (TCRS) (COF Contract No. 2018-0114) and restated the pension plan into one document to be most efficient for TCRS; and

WHEREAS, during our discussions with TCRS, it became necessary to amend the restated plan to allow TCRS to pay on days other than the first of the month as TCRS pays on the last day of the month; and

WHEREAS, to be more efficient, the Lump Sum section is amended to eliminate the option of a partial lump sum from the Cash Balance for employees who retire after the date of the adoption of the amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

1. The Amended and Restated Pension Plan Effective January 1, 2018 (Exhibit A) is adopted.
2. The First Amendment to the Amended and Restated Pension Plan Effective January 1, 2018 (Exhibit B) is adopted.
3. After adoption of both documents, staff is authorized to incorporate the First Amendment into the Amended and Restated Pension Plan Effective January 1, 2018.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2018.

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

CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN
(As Amended and Restated)
Effective January 1, 2018

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CITY OF FRANKLIN EMPLOYEES' PENSION PLAN

The City of Franklin Employees' Pension Plan (the "Plan") originally became effective May 1, 1971 and is herein amended and restated effective as of January 1, 2018, except as may otherwise be provided herein ("Effective Date").

The Plan was initially funded with a Group Annuity Contract of The Life Insurance Company of Georgia. On May 19, 1981, the Plan was amended and restated in its entirety and funded with a Group Annuity Contract issued by Provident National Assurance Company. Effective June 1, 1983 the Plan again was amended for the third time. The Plan was further amended and restated in its entirety for a fourth time on April 1, 1985 (but effective as of May 1, 1984), and a Provident National Assurance Company Prototype Defined Benefit Plan and Trust (Basic Plan Document Number 02), together with Adoption Agreement 02-001 and Special Attachment was adopted. Effective July 24, 1987, the Plan was funded by a Group Annuity Contract issued by Provident National Assurance Company. The Plan was amended to provide an Early Retirement Option effective June 30, 1995, and was further amended and restated effective July 1, 1995, January 1, 1997, July 1, 2003, January 1, 2009, and January 1, 2010. The Plan is herein amended and restated as of the Effective Date. The Plan is a defined benefit pension plan intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") to the extent those provisions apply to governmental plans.

The amended and restated Plan herein contained constitutes an amendment, effective as of the Effective Date, to the earlier Plan provisions, rather than a replacement of such Plan. The Plan provisions in effect immediately prior to this amendment shall remain in effect for those Participants who are not actively employed by the City of Franklin at any time after such date. The Plan, as amended and restated in this instrument, and the insurance contract(s) or Trust established in connection with the Plan are intended to meet the requirements of Sections 401(a) and 501(a) of the Code, to the extent that those provisions apply to a governmental plan (as defined in Section 414(d) of the Code).

As of the Effective Date, the Plan as amended and restated has the terms and provisions hereinafter set forth.

ARTICLE I. DEFINITIONS

The following terms when used herein shall have the meaning set forth below, if capitalized. Unless the context clearly indicates otherwise, words in the masculine, feminine or neuter gender include the other genders and the singular includes the plural and vice versa.

Section 1.1 “Accrued Benefit” is the sum of (a) and (b):

(a) the amount of the retirement annuity or benefit accrued as of any given date for a Participant shall be equal to his prospective retirement annuity under the Plan at Normal Retirement Date as determined in Article III, Section 3.1(b) entitled “Normal Retirement Monthly Benefit,” multiplied by the ratio that Credited Service at such date bears to the total possible Credited Service from the Participant’s earliest employment date he would have completed if he lived and remained employed by the Employer until his Normal Retirement Date; and

(b) the amount determined from his Cash Balance Accounts.

Section 1.2 “Active Participant” shall mean any Employee who has satisfied the eligibility requirements under Article II, Section 2.1.

Section 1.3 “Actuarial Equivalent” or “Actuarial Equivalence” shall mean:

(a) for purposes of determining the optional forms of benefit other than conversion of the accrued benefit to a Single Sum Value or conversion of a Cash Balance Account to a Cash Refund Annuity, the equivalent value of a benefit shall be computed on the basis of the 1971 Group Annuity Table for Males, with interest payable at a rate of six percent (6%) per annum.

(b) for the purposes of determining a single sum value or the present value of Accrued Benefits pursuant to Article I, Section 1.1(a) and for determining the conversion of Cash Balance Accounts (as defined in Article I, Section 1.12) to Cash Refund Annuities or Deferred Annuities in accordance with Article I, Sections 1.8 and 1.13, the equivalent value of a benefit shall be calculated on the basis of the Mortality Table for Sections 415 and 417(e) as set forth in IRS Rev. Rul. 2007-67 as amended from time to time with interest payable at a rate of six percent (6%) per annum.

Section 1.4 “Actuary” shall mean a qualified actuary who is a Member of the American Academy of Actuaries and who performs the annual actuarial valuations and other computations required under the Plan.

Section 1.5 “Administrator” shall mean the City of Franklin.

Section 1.6 “Affiliate” means any corporation or unincorporated business controlled by, or under common control with, an Employer within the meaning of Sections 414(b), (c), (m), or (o) of the Code. A corporation or unincorporated business shall not be deemed an Affiliate for any purpose under the Plan with respect to any period before it became an Affiliate.

Section 1.7 “Anniversary Year” means the 12 consecutive month period beginning on the first day of the month following the month in which an Employee completes his or her first Hour of Service and each succeeding 12 consecutive month period beginning on the anniversary of such date.

Section 1.8 “Annuity Starting Date” shall mean the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

Section 1.9 “Average Compensation” shall mean the average of the Participant’s Compensation over the three (3) consecutive whole calendar years of a Participant’s Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served, provided, however, that for a Participant who was first hired by the City on or after February 15, 2010, “Average Compensation” shall mean the average of the Participant’s Compensation over the five (5) consecutive whole calendar years of a Participant’s Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served. Notwithstanding the foregoing, if the amount of Compensation in the whole or partial year in which the Participant terminates Employment is greater than the amount of Compensation for the first whole or partial year which would be used in determining the average hereunder, then the first whole year of actual Compensation shall be used in determining such Participant’s Average Compensation.

Section 1.10 “Beneficiary” means the recipient or recipients, including a trust, last designated by a Participant in writing on forms provided by the Employer, who or which shall receive any benefits payable under the Plan upon the death of the Participant. If no such designation of Beneficiary has been received by the Employer prior to the date of death of the Participant or if there is no surviving Beneficiary and a benefit is due and payable that is a lump sum or may, under the terms of the Plan, be commuted and payable as a lump sum, such benefit shall be payable to the estate of the Participant.

Notwithstanding anything contained herein to the contrary, if a Beneficiary designated by a Participant is not the Participant’s Spouse, the Spouse’s written consent to such specific Beneficiary shall be required for such designation to become effective, and such consent shall be witnessed by a representative of the Administrator or a notary public. A Participant may revoke a Beneficiary(ies) designation at any time in writing. A Participant’s Spouse may give a general consent acknowledging the Spouse’s right to consent to any Beneficiary and relinquishing such right, in which event any future revocation and/or redesignation of Beneficiary(ies) by the Participant shall not require further spousal consent. The consent of the Spouse must

acknowledge the effect of such election and, once given, cannot be revoked by such Spouse. The Administrator may accept an election without the consent of the Spouse if there is no Spouse, the Spouse cannot be located, or such other circumstances as may be prescribed by the Secretary of the Treasury. Any spousal consent shall only be applicable to the Spouse granting such consent.

Section 1.11 “Board” means the Board of Mayor and Aldermen of the City of Franklin, Tennessee.

Section 1.12 “Cash Balance Account” means a hypothetical Employee Account wherein account values shall accrue with allocation credits and interest adjustments credits pursuant to Article III for illustrative purposes only; provided, however, the assets shall not be segregated or actually allocated to such accounts. Each Employee can have up to three (3) Cash Balance Accounts, for which the following definitions shall apply:

(a) “Pre-tax Employee Contribution Cash Balance Account” means a hypothetical account to which allocations are credited based on the percent of Compensation earned by the Employee during a year and contributed to the fund for which Code Section 414(h)(2) considers the contribution to be an Employer contribution and which are “picked-up” by the Employer and therefore deducted on a pre-tax basis from the Employee’s wages. This contribution is mandatory for all employees hired after July 1, 1995. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be required to make any mandatory contributions to the Plan, and no Pre-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(b) “Post-tax Employee Contribution Cash Balance Account” means a hypothetical account to which allocations are credited based on the percent of Compensation earned by the Employee during a year and contributed to the fund on voluntary basis on an after-tax basis. This contribution is voluntary for all employees. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be allowed to make any after-tax contributions to the Plan, and no Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(c) “Discretionary City Contribution Cash Balance Account” means a hypothetical account to which allocations are credited at the discretion of the City.

Notwithstanding the preceding provisions of this Section 1.12, those Participants who have made a one-time permanent election pursuant to Section 3.1(c) to transfer the balance in their Pre-tax Employee Contribution Cash Balance Plan Accounts as of June 30, 2002 to the City of Franklin Employees’ Money Purchase Pension Plan shall make no subsequent mandatory contributions to the Cash Balance fund, and all future allocations of the mandatory contributions previously designated by the Participant pursuant to Section 3.1(c)(1)(i) shall be made to the

electing Participant's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan.

Section 1.13 "Cash Refund Annuity" means a monthly annuity or lump sum death benefit payable to the Beneficiary in an amount determined upon the death of the Participant equal to the excess of the Cash Balance Account at Retirement Date over the sum of annuity payments actually received by the Participant, if any; but annuity payments shall not be credited with additional interest after the Participant's Retirement Date.

Section 1.14 "City" means the City of Franklin located in Williamson County in the State of Tennessee.

Section 1.15 "Committee" means the City of Franklin Employee Pension and Trust Investment Committee, consisting of the City's Human Resources Director, Finance Director, Finance Chair of the Board, another member of the Board appointed by the Mayor, two (2) City Employee Representatives elected by the Employee population covered by this Plan, and two (2) Citizen Representatives who shall be appointed initially by the Mayor and approved by the Board, provided, however, that effective April 13, 2010, "Committee" means the City of Franklin Employee Pension and Trust Investment Committee, consisting of the City's Human Resources Director, two (2) members of the Board appointed by the Mayor, two (2) City Employee Representatives elected by the Employee population covered by this Plan in accordance with procedures established by the City, and two (2) Citizen Representatives who shall be appointed initially by the Mayor and approved by the Board. Subject to death, resignation, or removal as provided in Article VII hereof, each Employee Representative and each Citizen Representative shall serve a term of four (4) years. These terms shall be staggered so that one (1) Employee Representative and one (1) Citizen Representative begin their terms every two (2) years. These terms shall renew in years in which neither Mayoral nor Aldermanic elections occur. The term of the Human Resources Director shall never expire and shall be held by the employee currently holding the Human Resources Director position. The members of the Board shall serve at the will of the Mayor and shall be replaced either at the will of the Mayor or after the Aldermanic term has expired, whichever is sooner.

Section 1.16 "Compensation" means, for each calendar year as reported on IRS Form W-2, an Employee's Compensation (as defined below) for Employment received in that year, plus any salary reduction amounts contributed on a pre-tax basis to the City of Franklin or to a "cafeteria plan" or to a "retirement plan" under Sections 125, 401(k), 402(a)(8), 402(h), 403(b), 414(h) or deferred compensation under Section 457 of the Internal Revenue Code established by the City of Franklin for its participating subsidiaries and affiliates. For Plan Years beginning on or after January 1, 2001, compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4). For purposes of this Section 1.14, the following definitions shall apply:

(a) "Compensation" includes base salary, overtime pay, bonuses, shift differential, holiday pay, fringe benefits (cash or noncash), deferred compensation, and welfare benefits.

(b) “Compensation” excludes reimbursements or other expense allowances, moving expenses, uniform allowances, supplemental pay for police officers and fire fighters, long term disability benefits, pay in lieu of notice, severance pay, tuition reimbursements, or automobile allowances.

(c) Notwithstanding the foregoing, effective for Plan Years beginning on or after January 1, 1989, the Compensation of an Employee may not exceed \$200,000 for a Plan Year (as adjusted under Code Section 401(a)(17)). Commencing January 1, 1994, the Compensation of an Employee may not exceed \$150,000 for a Plan Year as adjusted under Internal Revenue Code Section 401(a)(17). If Compensation for any prior determination period is taken into account in determining an Employee’s benefits accruing in a current Plan Year, the Compensation for that prior determination period is subject to the annual compensation limit in effect for that prior determination period. For the purposes of the preceding sentence, for prior determination periods beginning before January 1, 1989, the annual compensation limit is \$200,000 and for prior determination periods beginning before January 1, 1994, the annual compensation limit is \$150,000. In applying these limits, the Plan shall use January 1, 1989 and January 1, 1994 fresh start dates with extended wear away.

Notwithstanding any provision of the Plan to the contrary, for Plan Years beginning on or after July 1, 2007, for all applicable purposes under the Plan of the definition of compensation under Section 415 of the Code, Compensation shall include the following types of compensation paid by the later of 2½ months after a Participant’s severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant’s severance from employment with the Employer. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered compensation within the meaning of Section 415(c)(3) of the Code, even if payment is made within the time period specified above.

(a) Compensation shall include regular pay after severance from employment if:

(1) The payment is regular compensation for services during the Participant’s regular working hours, or compensation for services outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

(2) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(b) Leave cashouts and deferred compensation shall be included in Compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant’s severance from employment with the Employer, and the amounts are either:

(1) Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued; or

(2) Received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been made to the Participant if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(c) Compensation includes payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Section 414(u)(1) of the Code) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(d) Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code).

Section 1.17 "Continuous Employment" means the whole years and partially completed calendar months during which an Employee shall have been continuously employed with the Employer as a Regular Employee. If an Employee voluntarily terminates Employment or is discharged, his employment shall be deemed to cease on the date of his voluntary severance from Employment or discharge.

Section 1.18 "Credited Service" and "Years of Credited Service" shall mean the sum of periods of Continuous Employment expressed in whole years and whole months. Credited Service will not be granted for Credited Service for which a retirement benefit (Lump Sum or Annuity Benefit) already has been paid or is being paid or for which an Employee is accruing benefits as a member of another City-sponsored retirement plan, or Credited Service excluded under Article II, Section 2.2.

Section 1.19 "Delayed Retirement Date" shall mean the first day of the month coinciding with or next following the date after a Participant's Normal Retirement Date on which he actually terminates employment with the Employer for any reason other than death.

Section 1.20 "Disability" or "Disabled" shall mean an Employee's injury or illness that renders the Employee totally disabled to perform the essential duties of his Employment. The Administrator shall make the determination of an Employee's Disability based on such information as the Administrator may deem appropriate, including medical examinations.

Section 1.21 "Early Retirement Age" shall mean, as to each Participant, the later of age fifty-five (55) and ten (10) Years of Credited Service.

Section 1.22 “Early Retirement Date” shall mean the first day of the month coinciding with or next following the date after a Participant’s Early Retirement Age on which he actually terminated employment with the Employer for any reason other than death.

Section 1.23 “Employee” or “Eligible Class” or “Regular Employee” means any full-time person in the active and continuous employ of the Employer. For purposes of eligibility under the Plan and this Section, a full-time employee means anyone who is employed in a Regular position as defined in the City’s job classification or employment standards and is employed for 30 or more hours per week and is not a person whose retirement benefit was the subject of a collectively bargained agreement where retirement benefits were the subject of good faith bargaining between Employee representatives and the Employer.

Section 1.24 “Employer” means the City of Franklin, Williamson County, Tennessee or any entity with which said Employer may be merged or consolidated or by which it may be succeeded or is a member of the controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code without regard to Sections 1563(a)(4) and 1563(e)(3)(C) of which the City of Franklin is a member, but only after the date such corporation became a member of the controlled group of Corporations and which may adopt this Plan and Trust.

Section 1.25 “Employment” means employment with the City of Franklin.

Section 1.26 “ERISA” or “Act” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations and rulings in effect thereunder from time to time, as applicable to governmental plans.

Section 1.27 “Highly Compensated Employee” includes highly compensated active employees and highly compensated former employees.

A highly compensated active employee includes an Employee described in Code Section 414(q) and the Regulations thereunder and generally means an Employee who was (i) a “five percent owner” (as defined according to Code Section 416(i)(1)) of the Employer at any time during the current or the preceding Plan Year, or (ii) for the preceding Plan Year, had compensation from the Employer in excess of \$90,000 (as adjusted by the Secretary pursuant to section 415(d) of the Code, except that the base period shall be the calendar quarter ending September 30, 1996) and, if the Employer so elects, was in the top-paid group for the preceding Plan Year.

For purposes of this Section, the term “compensation” means compensation within the meaning of Code Section 415(c)(3) of the Code without regard to Code Sections 125, 402(e)(3), and 402(h)(1)(B). However, for Plan Years beginning after December 31, 1997, for purposes of this Section, the term “compensation” means compensation within the meaning of section 415(c)(3) of the Code. Compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

A highly compensated former employee includes a former Employee who shall be treated as a Highly Compensated Employee because (i) such Employee was a Highly Compensated Employee when such Employee separated from service, or (ii) such Employee was a Highly Compensated Employee at any time after attaining age 55.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top paid group, the number of employees treated as officers and the compensation that is considered will be made in accordance with section 414(q) of the Internal Revenue Code and the regulations thereunder.

Section 1.28 “Hour of Employment” shall mean the following:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the Employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence; provided, however, that

(1) no more than five hundred one (501) Hours of Employment shall be credited under this subsection (b) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period),

(2) hours for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed shall not be credited if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers compensation, unemployment compensation or disability insurance laws, and

(3) hours shall not be credited for a payment which solely reimburses an Employee for medical or medically-related expenses incurred by the Employee.

For purposes of this subsection (b), a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours shall not be credited both

under subsection (a) or (b) and under this subsection. Hours credited for back pay under this subsection with respect to periods described in subsection (b) shall be subject to the limitations set forth in subsection (b).

The provisions of paragraphs (b) and (c) of 29 C.F.R. § 2530.200b-2 shall be observed in crediting Hours of Employment under this Section, which paragraphs are incorporated herein by reference.

Section 1.29 “Internal Revenue Code” or “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations and rulings in effect thereunder from time to time, as applicable to governmental plans.

Section 1.30 “Insurer” means a legal reserve life insurance company or companies licensed to do business in the State of Tennessee.

Section 1.31 “Leased Employee” means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person (leasing organization) has performed services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Internal Revenue Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction and control by the recipient Employer. Contributions or benefits provided a leased employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient Employer.

A leased employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least ten (10%) percent of compensation, as defined in section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee’s gross income under section 125, section 402(e)(3), section 402(h)(1)(B) or section 403(b) of the Internal Revenue Code; (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the recipient’s nonhighly compensated workforce. Compensation paid or made available during the plan year shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

Section 1.32 “Normal Annuity Form” means (a) and (b):

(a) for purposes of determining a benefit under Article IV, Section 4.2(a), a life retirement annuity which provides payments for the life of the Participant, the first payment becoming due on such Participant’s retirement date, if living, and subsequent payments of a like amount, payable monthly thereafter during the lifetime of such Participant, terminating with the last payment due the month preceding the death of such Participant;

(b) for purposes of determining a benefit under Article IV, Section 4.2(c), the Cash Balance Account is an annuity based on the Cash Refund Annuity, pursuant to Article I, Section 1.13.

Section 1.33 “Normal Retirement Age” shall mean, as to each Participant, the date on which the Participant attains the later of age sixty-five (65) and five (5) Years of Credited Service.

Section 1.34 “Normal Retirement Date” shall mean the first day of the month coinciding with or next following (i) the date on which the Participant attains his Normal Retirement Age or, if earlier, (ii) with respect to Employees hired before July 1, 2006, the date on which the Participant completes twenty-five (25) Years of Credited Service.

Section 1.35 “One Year Break in Employment” shall mean a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date during which an Employee has not been credited with an Hour of Employment as a Regular Employee.

To the extent not already credited, Hours of Employment shall be credited solely for the purpose of determining whether a One Year Break in Employment has occurred with respect to an Employee who is absent from work, regardless of whether the Employee is paid for such absence:

- (a) by reason of the pregnancy of the Employee;
- (b) by reason of the birth of a child of the Employee;
- (c) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee;
- (d) for purposes of caring for such child for a period beginning immediately following such birth or placement; or
- (e) other authorized family and medical leave absences.

Hours of Employment shall be credited for such purpose pursuant to Code Section 411(a)(6)(E) only in the twelve (12) month consecutive period in which the absence from work begins, if the crediting is necessary to prevent a One Year Break in Employment in that twelve (12) consecutive month period, or in any other case, in the immediately following twelve (12) consecutive month period.

Section 1.36 “Participant” means an individual who has an Accrued Benefit under the Plan which has not been totally distributed.

Section 1.37 “Participating Employee” means an Employee who meets the requirements in Article II, Sections 2.1.

Section 1.38 “Participating Employer” means the City of Franklin, any successors thereof, and such subsidiaries and affiliates at the City of Franklin as are authorized to participate in this Plan by a resolution of the Board of Mayor and Aldermen, designating such subsidiary or affiliate as a Participating Employer, and by a resolution of the board of such subsidiary or affiliate adopting this Plan.

Section 1.39 “Plan” means the City of Franklin Employees’ Pension Plan as herein set forth, and as amended from time to time, and shall include any Trust Agreement or insurance contract from time to time, and the Trust established under said Agreement or any insurance contract(s) entered into as a funding entity for the Plan.

Section 1.40 “Plan Year” means each twelve (12) month period beginning on January 1 and ending on the following December 31. A Year of Service is the 12-consecutive month period from January 1 to December 31 each year following the end of the Short Plan Year.

Section 1.41 “Qualified Joint and Survivor Annuity” shall mean for benefits not determined from a Cash Balance Account, a monthly benefit payable to the Participant for his lifetime with a monthly benefit following the death of the Participant payable to his Spouse and continuing for the life of such Spouse equal to fifty percent (50%) of the amount of the monthly benefit payable during the joint lives of the Participant and his Spouse; for benefits determined from a Cash Balance Account, a monthly benefit payable to the Participant for his lifetime with a monthly benefit following the death of the Participant payable to his Spouse and continuing for the life of such Spouse equal to fifty percent (50%) of the amount of the monthly benefit payable during the joint lives of the Participant and his Spouse, and upon the death of the last annuitant, the Beneficiary shall receive an amount equal to the excess of the Cash Balance Account at retirement date over the sum of annuity payments actually received by the Participant and his Spouse, if any.

The Qualified Joint and Survivor Annuity shall be the Actuarial Equivalent of the normal annuity forms under the Plan, and shall be based on the Participant’s entire Vested Benefit under the Plan, except as may otherwise specifically provided for, or as otherwise elected by the Participant in accordance with the terms of the Plan.

Section 1.42 “Reemployment Date” means the date as of which an Employee is credited with the first Hour of Employment as a Regular Employee after an interruption in Employment as a Regular Employee.

Section 1.43 “Retired Participant” means a Participant who has terminated active service with the Employer and is currently receiving benefits.

Section 1.44 “Rollover Account” means the account established and maintained by the Administrator for each Participant with respect to his total interest in the Plan resulting from

amounts transferred from another qualified plan or “conduit” Individual Retirement Account in accordance with Section 4.5.

Section 1.45 “Spouse” means the spouse of a Participant pursuant to applicable federal and state law.

Section 1.46 “Temporary Employee” shall mean any Employee of the Employer who is not a full-time person in the active and continuous employ of the Employer. For purposes of this Section, a full-time employee means anyone who is employed in a Regular position as defined in the City’s job classification or employment standards and is employed for 30 or more hours per week.

Section 1.47 “Terminated Vested Participant” shall mean former Employees who have an Vested Accrued Benefit but who are not yet currently receiving benefits.

Section 1.48 “Trust Agreement” means the Trust Agreement between the City of Franklin and the Trustees, attached hereto, provided, however, that effective as of September 1, 2011, “Trust Agreement” means a written agreement between the City of Franklin and the Trustee, as applicable.

Section 1.49 “Trust Fund” or “Fund” shall mean the assets consisting of such cash and other property as shall be paid or delivered to the Trustees or to the Insurer, including earnings.

Section 1.50 “Trustees” shall mean the Mayor, City Administrator, and the Human Resources Director, or any corporation or bank that accepts the role of Trustee under the terms of a written agreement with the City, provided, however, that effective as of September 1, 2011, “Trustee” or “Trustees” shall mean the City, or any corporation or bank that accepts the role of Trustee under the terms of a written agreement with the City.

Section 1.51 “Vested Accrued Benefit” means the nonforfeitable percentage of an Accrued Benefit to which a Participant is entitled, as determined under Article V, Section 5.1.

ARTICLE II. ELIGIBILITY TO PARTICIPATE

Section 2.1 Employee Participation.

Employees who were not Participants in the Plan immediately prior to the Effective Date shall become eligible to participate in the Plan as of the first day of the month immediately following the completion of the following eligibility requirements:

- (a) He or she is permanently employed in a full-time position with the City;
- (b) He or she is designated by the City as a Regular Employee and works at least thirty (30) hours per week; and
- (c) He or she has earned at least one (1) Year of Credited Service.

Notwithstanding the foregoing, an Employee first hired on or after February 15, 2010, shall become eligible to participate in the Plan and become a Participant hereunder as of the first day of the month immediately following the commencement of the Employee's employment by the City, provided, however, that such Employee shall be eligible to participate in the Plan only upon his election to participate. Such election shall be made in a form and manner acceptable to the Plan Administrator. Notwithstanding the foregoing or any other provision of the Plan to the contrary, no Employee who is not already a Participant in the Plan on or before December 31, 2016 shall become eligible to participate in the Plan on or after January 1, 2017.⁷

Section 2.2 Excluded Employees.

Employees included in a unit of Employees covered by a collective bargaining agreement between the City of Franklin and Employee representatives are excluded from eligibility to participate in this Plan if retirement benefits were the subject of good faith bargaining. For this purpose, the term "Employee representative" does not include any organization more than half of whose members are Employees who are officers or executives of the Employer. Leased Employees are excluded from eligibility to participate in the Plan. In addition, individuals designated by the City as Temporary Employees are excluded from eligibility to participate in the Plan. Employees who were not Participants in the Plan on or before December 31, 2016 shall be excluded from eligibility to participate in the Plan.⁷

Section 2.3 Eligible Employee Procedures.

Each eligible Employee who becomes a Participant shall, within thirty (30) days after receiving a notice from the Employer of eligibility to participate, execute an application form provided by the Employer for that purpose.

Section 2.4 Optional Participation.

Certain Employees who are classified at a level of Director and above in the City's job classification and who were employed on or after July 1, 1995 may opt out of participation in the Plan. The approval of this optional participation in the Plan is subject to the following conditions: (a) a written agreement exists between the Employee and the City, (b) the Employee must participate in another retirement plan stated in such agreement, and (c) the agreement must state the contribution or benefit he shall receive as a percentage of salary. An Employee's election pursuant to this Section 2.4 shall be irrevocable.

Section 2.5 Reemployment.

Upon reemployment a former Active Participant will be eligible to accrue retirement benefits upon his reemployment date provided he has not received all of his benefits in lump sum or is not currently being paid a monthly benefit.

If reemployment occurs after a One Year Break in Employment, Credited Service completed before such break will be taken into account for the purposes of the Plan; provided, however, in the case of a Participant who does not have a Vested Accrued Benefit under the Plan, that Years of Credited Service before a period of One Year Breaks in Employment will not be taken into account if the number of consecutive One Year Breaks in Employment equals or exceeds the greater of (A) five (5) or (B) the aggregate number of pre-break Years of Credited Service. Such aggregate number of Years of Credited Service will not include any Years of Credited Service disregarded under the preceding sentence by reason of prior One Year Breaks in Employment.

If reemployment occurs before a One Year Break in Employment, the period of absence will be deemed Credited Service for the purposes of meeting the requirements for participation (see Section 2.1).

For purposes of the foregoing and for all features of the Plan as adopted with respect to Employees first hired on or after February 15, 2010:

(a) a Participant who has no Vested Accrued Benefit upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is a new hire at the time of his reemployment unless such Participant's forfeited Accrued Benefit is eligible to be and is reinstated pursuant to Section 5.1(e);

(b) a Participant who has a vested Accrued Benefit that is not distributed upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is not a new hire at the time of his reemployment; and

(c) a Participant who has a vested Accrued Benefit that is distributed upon his severance from Employment and who is subsequently re-hired after February 15, 2010, is a new hire at the time of his reemployment.

Section 2.6 Ineligible employment.

In the event that a Participant becomes ineligible to participate because he is no longer a member of an eligible class of Employees but has not incurred a One Year Break in Employment, such Employee shall participate immediately upon returning to an eligible class of Employees. If such participant incurs a One Year Break in Employment, eligibility to participate shall be determined under Reemployment, pursuant to Article II, Section 2.5.

Section 2.7 Purchase of Credited Service.

Notwithstanding any provision of the Plan to the contrary, with respect to an Employee who was first hired on or after February 15, 2010, and who has not elected to participate in the Plan pursuant to Section 2.1, such Employee who has become fully vested in his account balance under the City of Franklin 2010 Defined Contribution Plan (the "DC Account Balance") attributable to employer contributions by reason of the completion of five (5) years of service for the City may make an irrevocable election in a form and manner prescribed by the City to become a Participant under the Plan and to purchase Years of Credited Service with his DC Account Balance pursuant to the following formula:

Years of Credited Service = 5, multiplied by a fraction, the numerator of which is the amount actually paid by the Employee for the purchase of Credited Service, and the denominator of which is the product of (i) the Employee's total compensation during the period of his first sixty (60) months of service for the City, multiplied by (ii) 15% (subject to future actuarial adjustment).

Such election shall be made no later than such time as shall be reasonably required by the Plan Administrator. The purchase of Years of Credited Service must be completed no later than the first day of the month following the date that is sixty (60) days after the date that the Employee became fully vested in his DC Account Balance. An Employee who elects to purchase Years of Credited Service in part with funds other than amounts attributable to his DC Account Balance must provide to the Plan Administrator all such necessary funds to complete the purchase by such date. Amounts used for the purchase of Years of Credited Service shall be used in the following order until each such fund source is exhausted:

- (1) That portion of the DC Account Balance attributable to employer contributions;
- (2) That portion of the DC Account Balance attributable to employee contributions;
- (3) Any other Employee funds.

Notwithstanding the foregoing, no Employee shall be permitted to purchase more than five (5) Years of Credited Service pursuant to this Section 2.7. An Employee who makes the election provided for in this Section 2.7 shall become eligible to earn additional Years of Credited Service under the Plan as of the effective date of his election to participate in the Plan.

ARTICLE III. RETIREMENT BENEFITS

Section 3.1 Normal Retirement.

(a) Condition. A Participant whose Employment with the Employer is terminated on his Normal Retirement Date shall be entitled to receive a monthly retirement benefit paid in accordance with Article IV.

(b) Normal Retirement Monthly Benefit. The monthly retirement benefit, based on the Normal Form of payment described in Article IV, Section 4.2(a), which shall commence on the Participant's Normal Retirement Date, shall be determined as of such date in accordance with subsections (1) and (2) below:

(1) With respect to any Participant whose Employment is terminated on or after July 1, 2003, such Participant shall be eligible for a Normal Retirement Monthly Benefit as of the first day of the month coinciding with or next following the date the Participant attains Normal Retirement Age. The Normal Retirement Monthly Benefit shall be one-twelfth of two percent (1/12 of 2%) of the Participant's Average Compensation times Years of Credited Service.

(2) With respect to any Participant whose Employment is terminated prior to July 1, 2003, the Normal Retirement Monthly Benefit for such Participant shall be calculated according to applicable provisions of the Plan as in effect on the date such Participant's Employment is terminated.

(c) Cash Balance Accounts. A Participant's Cash Balance Account is the sum of the following credits under subsections (1) and (2):

(1) Annual hypothetical allocations:

(i) Pre-tax Employee Contribution Cash Balance Account - the annual hypothetical allocation credit is based on the amount expressed as a percent of Compensation the Employee designates as his mandatory contribution, and which amount is considered picked-up as an Employer Contribution under Code Section 414(h)(2).

(ii) Post-tax Employee Contribution Cash Balance Account - the annual hypothetical allocation credit is based on the amount expressed as a percent of Compensation made by the Employee each year on an after-tax basis.

(iii) Discretionary City Contribution Cash Balance Account- the hypothetical allocation is based on an amount expressed as a percent of Compensation or in dollars that is made at the discretion of the City.

(2) Interest adjustments to Cash Balance Accounts shall be based on the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published by the Internal Revenue Service for the November 1 prior to January 1 of the next Plan Year, plus one percent (1%); however, in no event shall the interest credited be less than six percent (6%) per annum. Interest credited shall be based on simple interest for periods of less than twelve 12 months.

Interest adjustments shall be determined in the following manner and shall include the sum of the following items:

(i) The interest adjustment credited for the Cash Balance Account as of December 31 as of any Plan Year shall include interest earned for the entire year, or, if credited for a partial year shall be based on completed months to the date of distribution.

(ii) The interest adjustment on Allocations credited to the Cash Balance Account during a Plan Year will assume that contributions were made on a monthly basis at the end of each completed month. A monthly Allocation amount will be equal to the annual Allocation amount, divided by the number of completed months of Participation during the Plan Year, and the interest will be determined assuming the monthly amount was credited to the account at the end of the month.

(3) Notwithstanding the preceding provisions of Section 3.1(c), for each Participant who has made a one-time permanent election to transfer the balance in the Participant's Pre-tax Employee Contribution Cash Balance Account as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan, all future allocations of the mandatory contributions previously designated by the Employee pursuant to Section 3.1(c)(1)(i) shall be made to the electing Employee's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan. Any funds transferred from a Participant's Pre-tax Employee Contribution Cash Balance Account shall become the Participant's beginning Employee Contribution Account balance in such Money Purchase Pension Plan. The window to make this one-time permanent election has expired and the class of Employees eligible to select this option has closed.

(4) Notwithstanding the preceding provisions of Section 3.1(c), no Participants who were first hired by the City after June 30, 2001 shall be required to make any mandatory contributions to the Plan or allowed to make any after-tax contributions to the Plan. As such, no Pre-tax Employee Contribution Cash Balance Account or Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participants.

(5) Notwithstanding the preceding provisions of Section 3.1(c), with respect to Participants first hired by the City prior to July 1, 2001, the designation of an amount expressed as a percent of Compensation to be his or her mandatory contribution shall be an irrevocable election, and such designation cannot be altered by the Participant once designated.

Section 3.2 Mandatory Participant Contributions.

Notwithstanding any provision of the Plan to the contrary, a Participant who was first hired by the City on or after February 15, 2010, shall make a mandatory contribution to the Plan in an amount equal to 5% of the Participant's Compensation. Such Participant whose Employment terminates before he is fully vested in his Accrued Benefit shall be entitled to a return of such mandatory contributions, as adjusted for earnings, as soon as is reasonably practicable following termination. For this purpose, earnings shall be equal to the State of Tennessee Local Government Investment Pool rate of return, not to exceed 5%, compounded annually as of the first day of the Plan Year, and shall include an amount equal to pro-rated annual interest on the Participant's mandatory contributions as of January 1 of the year of termination for the period beginning on the first day of the year of termination and ending on the actual date of termination. The return of a Participant's mandatory contributions shall constitute a full payment and release of the Participant's right to any benefit under the Plan that is attributable to such mandatory contributions.

Section 3.3 Delayed Retirement.

(a) Condition. A Participant who continues Employment with the Employer beyond his Normal Retirement Date shall be eligible to retire on a Delayed Retirement Date and receive a monthly retirement benefit paid in accordance with Article IV.

(b) Delayed Retirement Benefit. The monthly retirement benefit, which shall commence on the Participant's Delayed Retirement Date, shall be the greater of:

(1) the amount computed in the manner set forth in Section 3.1(b), with such computation made as of his Delayed Retirement Date based on the normal form of payment described in Section 4.2(a), or

(2) the Actuarial Equivalent of the amount the Participant would have received if he had retired on his Normal Retirement Date.

In no event shall the benefit computed hereunder be less than the benefit payable at the Participant's Normal Retirement Date.

The retirement benefit determined from Cash Balance Accounts, which shall commence on the Participant's Delayed Retirement Date, shall be the amount calculated in the manner set forth in Section 3.1(c), with such calculation made as of his Delayed Retirement Date, based on the form of payment described in Section 4.2(a).

Section 3.4 Early Retirement.

(a) Condition. If a Participant terminates Employment with the Employer prior to his Normal Retirement Date, but at or after such time that he has attained age fifty-five (55) and ten (10) Years of Credited Service, he shall be entitled to a monthly retirement benefit paid in accordance with Article IV.

(b) Early Retirement Benefit. The amount of monthly retirement benefit determined as of a Participant's Early Retirement Date, based on the normal form of payment described in Section 4.2(a), shall be either (1) or (2) or (3) or (4), plus (5):

(1) The deferred early retirement benefit which shall commence on his Normal Retirement Date in an amount equal to his Accrued Benefit;

(2) If a Participant has fewer than twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a), reduced by five percent (5%) for each year his Early Retirement Date precedes his Normal Retirement Date, with a pro rata adjustment for any partial years, rounded to the nearest month;

(3) If a Participant has completed at least twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(4) With respect to a Participant who was first hired by the City before February 15, 2010, if a Participant has twenty (20) or more years of Credited Service and has attained at least age 62, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(5) The Accrued Benefit determined under Section 1.1(b), paid based on the forms of payment described in Article IV, Section 4.1.

If the Participant requests an Early Retirement Benefit in writing to the Administrator, the retirement benefit shall commence on the first day of the month next following the Participant's Early Retirement Date.

Section 3.5 No Duplication of Benefits.

Notwithstanding any provision of the Plan which may be construed to the contrary, a Participant or Beneficiary shall not be entitled to two separate benefits under the Plan which are attributable to the same period of employment. Accordingly, if benefit payments are made to or in respect of the same Participant, the determination of which is based upon the same period of employment as the benefits previously paid, the benefit currently payable shall be reduced to reflect the Actuarial Equivalent value of the benefits previously paid.

Section 3.6 Limitations on Benefits.

(a) General Limitation. The projected annual benefit of a Participant shall not exceed the limitation set forth in Section 415(b)(1) of the Code (the “Defined Benefit Dollar Limitation”).

(b) Adjustment for Early Retirement. If the retirement benefit of a Participant commences before the Participant attains age 62, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of an annual benefit of one hundred sixty thousand dollars (\$160,000), multiplied by the Adjustment Factor as prescribed by the Secretary of the Treasury, beginning at age 62. The adjustment provided for in the preceding sentence shall be made in accordance with regulations prescribed by the Secretary of the Treasury. For purposes of this Section, “Adjustment Factor” shall mean the cost-of-living adjustment factor prescribed by the Secretary of Treasury under Section 415(d) of the Code, applied to such items and in such manner as the Secretary shall prescribe.

(c) Adjustment for Deferred Retirement. If the retirement benefit of a Participant commences after the Participant attains age 62, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of a benefit of one hundred sixty thousand dollars (\$160,000) beginning at age 62, multiplied by the Adjustment Factor as provided by the Secretary of the Treasury, based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year.

(d) Changes in Benefit Structure. To the extent provided by the Secretary of the Treasury, Section 3.5 shall be applied separately with respect to each change in the benefit structure of the Plan.

(e) Preservation of Accrued Benefit. If the Current Accrued Benefit of an individual who is a Participant as of the first day of the limitation year beginning on or after January 1, 1987 exceeds the benefit limitations under Section 415(b) of the Code (as modified by this Section), then for purposes of Code Sections 415(b) and (e), the Defined Benefit Dollar Limitation with respect to such individual shall be equal to such Current Accrued Benefit. “Current Accrued Benefit” shall mean a Participant’s Accrued Benefit under the Plan determined as if the Participant had separated from service as of the close

of the last limitation year beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Section 415(b)(2) of the Code. In determining the amount of a Participant's Current Accrued Benefit, the following shall be disregarded:

(1) any change in the terms and conditions of the Plan after May 5, 1986; and

(2) any cost-of-living adjustment occurring after May 5, 1986.

(f) **Other Defined Benefit Plans.** For purposes of applying the limitations set forth in subsection (a) hereof, all Defined Benefit Plans of the Employer established pursuant to Code §§ 401(a) or 403, whether or not terminated, shall be treated as one Defined Benefit Plan.

(g) **Plans of Affiliates.** For purposes of applying the limitations set forth in subsection (a) hereof, a Defined Benefit Plan maintained by any Affiliate shall be treated as maintained by all other Affiliates.

(h) **Maximum Monthly Benefits.** Notwithstanding any other provision of this Plan, the maximum monthly annuity payable to a Participant commencing at age 62 shall not exceed (1) \$13,333, or (2) one hundred percent (100%) of the Participant's average monthly compensation during his or her highest three (3) consecutive calendar years.

(i) **Reduction For Less Than 10 Years of Service.** The maximum monthly amount under (a) shall be reduced if the Participant has fewer than 10 years of participation in the Plan. In that event, the maximum amount shall be equal to the amount in paragraph (a) multiplied by a fraction, the numerator of which is months of participation and the denominator of which is 120.

(j) **Adjustment for Early or Late Commencement.** The monthly maximum in paragraph (a) shall be multiplied by the applicable factor from the table below, based on the number of years and months between the annuity starting date and the first day of the month after the month in which the Participant attained age 62.

Year of Birth			
Age	1937 and before	1938 and 1954	1955 and after
55	0.4683	0.4391	0.4098
56	0.5034	0.4719	0.4404
57	0.5417	0.5078	0.4740
58	0.5838	0.5473	0.5108
59	0.6301	0.5907	0.5513
60	0.6811	0.6385	0.5960

61	0.7375	0.6914	0.6453
62	0.8000	0.7500	0.7000
63	0.8667	0.8000	0.7500
64	0.9333	0.8667	0.8000
65	1.0000	0.9333	0.8667
66	1.0942	1.0000	0.9333
67	1.2002	1.0969	1.0000
68	1.3202	1.2066	1.1000
69	1.4564	1.3311	1.2135
70	1.6118	1.4731	1.3429
71	1.7897	1.6357	1.4911
72	1.9943	1.8227	1.6616
73	2.2307	2.0387	1.8585
74	2.5051	2.2895	2.0872
75	2.8252	2.5821	2.3539

Straight line interpolation shall be used to determine the applicable factors if the difference is in months less than a full year. For factors before age 55, the applicable age 55 factor shall be reduced by five percent (5%) compounded annually to the appropriate age (years and months).

(k) Adjustments for Benefit Options

(1) No additional adjustments shall be made to the monthly maximum if the participant receives a single-life annuity or a joint and fifty percent (50%) survivor level annuity with the Spouse as joint annuitant.

(2) If the Participant elects a joint and fifty percent (50%) survivor annuity with a Spouse joint annuitant, the annuity amount may not exceed an amount equal to (i) the applicable monthly maximum multiplied by (ii) a fraction, the numerator of which is the initial joint and fifty percent (50%) survivor amount and the denominator of which is the Participant's joint and fifty percent (50%) survivor annuity amount option.

(3) If the Participant elects a single-life escalating annuity or joint and survivor escalating or level annuity with a non-Spouse joint annuitant, the initial annuity amount may not exceed an amount equal to (i) the applicable monthly maximum, multiplied by (ii) a fraction, the numerator of which is the initial single-life annuity amount or joint and survivor annuity amount, and the denominator of which is the single-life annuity option amount.

(4) If the Participant elects the single sum payment option, the single sum amount payable may not exceed an amount which is the single sum payment option for the maximum monthly single-life annuity the Participant could receive.

(l) Survivor and Disability Benefits. For all Plan Years in which the Plan is a governmental plan as defined in Code Section 414(d), the adjustment described in Section 3.5(b) and the reduction described in Section 3.5(i) shall not apply to (i) amounts received under the Plan as a result of the Disability of the Participant; and (ii) amounts received under the Plan by a Participant's beneficiaries, survivors or the estate of the Participant as a result of the Participant's death.

(m) Additional Limitations. The following provisions shall supersede any conflicting provision of the Plan, effective as of January 1, 2008.

(1) The application of the provisions of this paragraph (m) shall not cause the maximum permissible benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Treasury Regulations, and other published guidance relating to Section 415 of the Code in effect as of the end of the last limitation year beginning before July 1, 2007, as described in section 1.415(a)-1(g)(4) of the Treasury Regulations.

(2) Notwithstanding any provision of the Plan to the contrary, the limitations, adjustments, and other requirements prescribed in the Plan shall comply with the provisions of Section 415 of the Code and the final Treasury Regulations promulgated thereunder, as applicable, the terms of which are specifically incorporated herein by reference as of the effective date of this paragraph (m), except where an earlier effective date is otherwise provided in the final Treasury Regulations or in this paragraph (m). However, where the final Treasury Regulations permit the Plan to specify an alternative option to a default option set forth in the Treasury Regulations, and the alternative option was available under statutory provisions, Treasury Regulations, and other published guidance relating to Section 415 of the Code as in effect prior to April 5, 2007, and the Plan provisions in effect as of April 5, 2007 incorporated the alternative option, said alternative option shall remain in effect as a plan provision for limitation years beginning on or after July 1, 2007 unless another permissible option is elected in this paragraph (m).

(3) In the case of a Participant who has had a severance from employment with the Employer, the Defined Benefit Dollar Limitation applicable

to the Participant in any limitation year beginning after the date of severance shall not be automatically adjusted under Section 415(d) of the Code.

(4) For purposes of the Defined Benefit Dollar Limitation, a Participant's compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates.

ARTICLE IV. PAYMENT OF BENEFITS

Section 4.1 General Conditions.

As a condition precedent to the distribution of any benefit under the Plan to a Participant or Beneficiary, as the case may be, such Participant or Beneficiary may be required to submit a written application to receive such benefit in such form and manner as shall be prescribed by the Administrator. Any payment of benefits to a Participant or Beneficiary, or to his legal representative, in accordance with the provisions of the Plan, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of all claims hereunder against the Trustees, the Administrator and the Employer, who may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefore. Benefit payments will commence on the first day of the month.

Section 4.2 Form of Benefit Payment.

(a) Normal Form of Payment. The normal form of payment of any benefit not determined using a Cash Balance Account shall be in the form described in Section 1.33 as the Normal Annuity Form.

The normal form of payment of any benefit determined using a Cash Balance Account described as a Cash Refund Annuity in Article I, Section 1.13, is payable monthly to the Participant during his lifetime. The monthly amount shall be equal to the Cash Balance Account amount as of date of retirement divided by the Cash Refund Annuity shown in Appendix A using the Actuarial Equivalence assumptions stated in Article I, Section 1.2. The Cash Refund Annuity shall be pro rata retirement ages between integral ages.

Any other form of benefit payment provided under this Section or optional forms under Section 4.3 shall be the Actuarial Equivalent of such normal form of benefit payment.

(b) Form of Payment for a Married Participant. Subject to the provisions of Sections 4.2(c) and 4.2(d) below, benefits payable under the Plan shall be paid in the form of a Qualified Joint and Survivor Annuity with respect to a married Participant who is entitled to receive a monthly benefit pursuant to this Article IV.

Notwithstanding the foregoing, the Qualified Joint and Survivor Annuity shall not be required with respect to a benefit which is less than five thousand dollars (\$5,000) or less and which is paid in a lump sum.

(c) Election to Receive an Optional Form of Benefit. At least thirty (30) days and no more than one hundred eighty (180) days before the Participant's Annuity Starting

Date, a Participant shall be given a written notice to the effect that benefits thereafter payable will be in the form specified in this Section 4.2 unless the Participant, with the written consent of his Spouse, if applicable, elects to the contrary prior to the commencement of payments. The notice shall describe, in a manner intended to be understood by the Participant:

- (1) each form of payment available under the Plan;
- (2) the respective value of each form of payment;
- (3) the Participant's right to make, and the effect of, an election to receive an optional form of benefit;
- (4) the right of the Participant, if any, to defer commencement of payments; and
- (5) the rights of the Participant's Spouse, if applicable.

Each Participant, with the consent of his Spouse, if applicable, shall have the right to elect during the "election period" to have his retirement benefit paid under any one of the options hereinafter set forth in Section 4.3 in lieu of the applicable retirement benefit otherwise provided for in this Section 4.2. The "election period" shall be the one hundred eighty (180) day period ending on the Annuity Starting Date.

A Participant who desires to have his retirement benefit paid under one of the optional forms provided in Section 4.3 shall make an election by written notice to the Administrator on forms provided by the Administrator. Such election must include the written consent of the Spouse, if applicable, witnessed by a representative of the Administrator or notary public, and may be revoked by such Participant in writing to the Administrator at any time during the election period. The consent of the Spouse must acknowledge the effect of such election and, once given, shall be irrevocable and shall be binding only with respect to the Spouse executing the consent. The consent of the Spouse must also either (i) consent to a designated Beneficiary who will receive any survivor benefits under the Plan and the form of benefits paid under the Plan or (ii) acknowledge that the Spouse has the right to limit consent to a specific Beneficiary or a specific form of benefits, and that the Spouse is voluntarily electing to relinquish both of such rights. The Administrator may accept an election other than that provided hereunder without the consent of the Spouse if there is no Spouse, the Spouse cannot be located, or such other circumstances as may be prescribed by regulations. After retirement benefit payments have commenced, no future elections or revocations of an optional form will be permitted under any circumstances.

Notwithstanding the foregoing, the Participant may waive the notice and receipt of the written explanation regarding the Qualified Joint and Survivor Annuity.

(d) **Payment of Small Benefits.** If a Participant terminates service and if the Actuarial Equivalent of the Vested Benefit payable to a Participant or his Beneficiary is equal to or less than one thousand dollars (\$1,000), the Administrator shall direct that such benefit be paid in a lump sum as soon as is practicable. If a Participant terminates service and if the Actuarial Equivalent of the Vested Accrued Benefit, excluding that portion attributable to the Cash Balance Accounts, payable to the Participant or his Beneficiary is less than or equal to fifteen thousand dollars (\$15,000), the Participant or Beneficiary, as applicable, may elect to receive in lieu of his/her Vested Accrued Benefit under Article V hereof either (i) the benefit in a lump sum, or (ii) a return of the Participant's mandatory contributions, as adjusted for earnings in the same manner as provided in Section 3.2 hereof, in each case which payment shall be made as soon as practicable following the election (whether before, on or after the Participant's Normal Retirement Date). The return of a Participant's mandatory contributions shall constitute a full payment and release of the Participant's right to any benefit under the Plan.

If a partially Vested Participant receives a distribution pursuant to this Section and the participant resumes covered Employment under the Plan, he shall have the right to restore his City contributions under Article III, Section 3.1(b) to the extent forfeited upon the repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of the distribution at the rate of five percent (5%). Such repayment must be made by the Participant before the earlier of five (5) years after the first date on which the Employee is reemployed, or the close of the period in which the Participant incurs five (5) consecutive One Year Breaks in Employment following the date of distribution.⁶

Section 4.3 Optional Form of Benefit Payment.

(a) **Determination of Optional Benefit.** The amount of any benefit payable in accordance with options provided in this Article shall be determined as of the date payment thereof is made or commenced as the Actuarial Equivalent of the Normal Annuity Form of payment. For any annuity optional selector for benefit determined using the Cash Balance Account, the optional form will be the Cash Refund Annuity of that particular option.

Under any option elected which provides for payments to a Beneficiary after the death of a Participant, except under Option 1 if the Participant's Spouse is the Beneficiary, the actuarial present value of all payments to the Participant must be more than fifty percent (50%) of the actuarial present value of payments to the Participant and his Beneficiary.

(b) **Description of Options.**

Option 1. Optional Joint and Survivor Annuity. This form of benefit is payable monthly to the Participant for life and a percentage (50%, 75% or 100%) of such amount, as elected by the Participant, shall continue after his death to his surviving designated

Beneficiary for life. If his designated Beneficiary does not survive the Participant, no further benefits will be payable under this option.

Option 2. Single Life Annuity. This form of benefit is payable monthly to the Participant for life.

Option 3. Life Annuity with Payments Guaranteed. This form of benefit is payable monthly to the Participant for life with the first sixty (60), one hundred twenty (120) or one hundred eighty (180) monthly payments guaranteed, as elected by the Participant. Any guaranteed payments due after the death of the Participant shall be payable to his Beneficiary, if any, who survives the Participant, or, if there is no surviving Beneficiary, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the Participant's estate.

If the surviving Beneficiary should die before all guaranteed payments have been paid, the commuted value of any remaining guaranteed payments shall be payable in a lump sum to the estate of said Beneficiary.

Option 4. Lump Sums. The portion of the Accrued Benefit attributable to the Cash Balance Account may be paid in a lump sum equal to its value on the date paid. With respect to the portion of a Participant's Accrued Benefit not attributable to his Cash Balance Accounts, the lump sum form of payment is available only as a Small Amount payable under Section 4.2(d) or as a Death Benefit pursuant to Section 5.3.

(c) Cancellation of Election. The election by a Participant of any option under this Article involving survivor payments shall be null and void if the Participant's designated Beneficiary shall die before benefit payments commence, and benefits shall be payable pursuant to the normal form of settlement. A Participant may revoke an election in writing at any time prior to the Participant's Annuity Starting Date. After any such revocation a Participant may again, with the written consent of his Spouse, if any, make another election in the manner elsewhere provided in this Section.

(d) Adjustments to Annual Benefit and Limitations. Notwithstanding any provision of the Plan to the contrary, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with this subsection (d).

(1) Limitation years beginning before July 1, 2007. For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:

(A) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(B) a 5-percent interest rate assumption and the “applicable mortality table” defined in the Plan for that Annuity Starting Date.

(2) Limitation years beginning on or after July 1, 2007. For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:

(A) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant’s form of benefit; and

(B) The annual amount of the straight life annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant’s form of benefit, computed using a 5-percent interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(3) With respect to employee contributions hereunder, and for limitation years beginning after December 31, 2001, and except as otherwise permitted under this Plan and Code Section 414(v), the annual addition that may be contributed under the Plan for any limitation year shall not exceed the lesser of:

(i) \$40,000, as adjusted for increases in the cost-of-living under Code Section 415(d), with references to quarters and base periods independently of the defined benefit dollar limit, or

(ii) one hundred percent (100%) of the Participant's compensation (within the meaning of Section 415(c)(3) of the Code) for the limitation year.

Any adjustments shall be in \$1,000.00 increments. Any repayment of contributions and earnings which were previously refunded due to a forfeiture of service credit under IRC 415(k)(3) shall not be taken into account for purposes of IRC Section 415.

If the annual additions attributable to employee contributions as provided in this subsection (3) are exceeded for any Participant, the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final Section 415 regulations.

Section 4.4 Direct Rollovers.

A Participant or an alternate payee who is a Participant's Spouse or former Spouse may elect to have all or any portion of an eligible rollover distribution (as defined in section 402(c) of the Internal Revenue Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c) of the Internal Revenue Code) that accepts the eligible rollover distribution in a direct rollover. A Beneficiary who is the surviving Spouse of a Participant may also elect to have all or any portion of an eligible rollover distribution from the Plan paid directly to an eligible retirement plan which is an individual retirement account or individual retirement annuity, and that accepts the eligible rollover distribution. The above elections shall be made in accordance with procedures established by the Board of Mayor and Aldermen. For purposes of this Section 4.4, an eligible retirement plan shall include an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

For distributions made after December 31, 2007, a distributee may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code Section 408A(b). For distributions made after December 31, 2009, if a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover. If the Employee's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).

Section 4.5 Transfers from Qualified Plans.

(a) With the consent of the Administrator, amounts may be transferred from other qualified plans, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or create adverse tax consequences for the Employer. The amounts transferred shall be set up in a separate account herein referred to as a "Rollover Account." Such account shall be fully Vested at all times and shall not be subject to forfeiture for any reason.

(b) Amounts in a Participant's Rollover Account shall be held by the Trustees pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as provided in Paragraphs (c) and (d) of this Section.

(c) Amounts attributable to elective contributions (as defined in Regulation § 1.401(k)-1(g)(4)), including amounts treated as elective contributions, which are transferred from another qualified plan in a plan-to-plan transfer shall be subject to the distribution limitations provided for in Regulation § 1.401(k)-1(d).

(d) At Normal Retirement Date, or such other date when the Participant or his Beneficiary shall be entitled to receive benefits, the value of the Rollover Account shall be used to provide additional benefits to the Participant or his Beneficiary. The value shall be determined in the same manner as the Cash Balance Account. Any distributions of amounts held in a Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Section 4.2, including, but not limited to, all notice and consent requirements of Code Sections 411(a)(11) and 417 and the Regulations thereunder. Furthermore, such amounts shall be considered as part of a Participant's benefit in determining whether an involuntary cash-out of benefits without Participant consent may be made.

(e) The Administrator may direct that employee transfers made after a valuation date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated or be invested as part of the Plan's Trust Fund, to be determined by the Administrator.

(f) For purposes of this Section, the term "qualified plan" shall mean any tax qualified plan under Code Section 401(a). The term "amounts transferred from other qualified plans" shall mean: (i) amounts transferred to this Plan directly from another qualified plan; (ii) lump-sum distributions received by an Employee from another qualified plan which are eligible for tax free rollover to a qualified plan and which are transferred by the Employee to this Plan within sixty (60) days following his receipt thereof; (iii) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which (A) were previously distributed to the Employee by another qualified plan as a lump-sum distribution, (B) were eligible for tax-free rollover to a qualified plan, and (C) were deposited in such conduit individual retirement account within sixty (60) days of receipt thereof and other than earnings on said assets; and (iv) amounts distributed to the Employee from a conduit individual retirement account meeting the requirements of clause (iii) above, and transferred by the Employee to this Plan within sixty (60) days of his receipt thereof from such conduit individual retirement account. The Plan will accept a direct rollover of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, including after-tax employee contributions, an annuity contract described in section 403(b) of the Code, excluding after-tax employee

contributions, and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Plan will accept a Participant contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, an annuity contract described in section 403(b) of the Code, and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(g) Prior to accepting any transfers to which this Section applies, the Administrator may require the Employee to establish that the amounts to be transferred to this Plan meet the requirements of this Section and may also require the Employee to provide an opinion of counsel satisfactory to the Employer that the amounts to be transferred meet the requirements of this Section.

(h) Notwithstanding anything herein to the contrary, a transfer directly to this Plan from another qualified plan (or a transaction having the effect of such a transfer) shall only be permitted if it will not result in the limitation or reduction of any "Section 411(d)(6) protected benefit" as described in Article IX, Section 9.2.

Section 4.6 Mandatory Withholding on Certain Distributions.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; any hardship distribution; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity

plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving Spouse and the employee's or former employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. For distributions made after December 31, 2009, a distributee includes the Employee's non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the regulations thereunder.

Section 4.7 Time of Payment and Minimum Distributions.

(a) In General. All distributions under this Section shall be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9), including Treasury Regulation §§1.401(a)(9)-1 through 1.401(a)(9)-9 and any other provisions reflecting the requirements of Code §401(a)(9) that are prescribed by the Commissioner, in revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, all of which are hereby incorporated by reference; and the terms of the Plan reflecting the requirements of Code §401(a)(9) shall override any provisions of the Plan which are inconsistent with those requirements.

(1) A Participant's entire interest shall be distributed not later than April 1st of the calendar year following the later of (A) the calendar year in which the Participant attains age seventy and one-half (70½) or (B) the calendar year in which the Participant retires. Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his/her designated Beneficiary) in accordance with Regulations.

(2) Distributions to a Participant and his/her Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code §401(a)(9)(G) and the Regulations thereunder.

(3) The restrictions imposed herein shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have his/her death benefits paid in an alternative method acceptable under Code §401(a) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982. Any such

written designation made by a Participant shall be binding upon the Plan Administrator notwithstanding the provisions of this Section.

(b) **Maximum Distribution Period.** Beginning with the first distribution calendar year, any distribution not made in a single sum must be made over one of the following periods (or a combination thereof):

- (1) the life of the Participant;
- (2) the life of the Participant and a designated Beneficiary;
- (3) a period certain not longer than the Participant's life expectancy; or
- (4) a period certain not longer than the joint and last survivor life expectancies of the Participant and a designated Beneficiary.

(c) **Annual Distribution Amount.** If benefits will be paid in the form of an annuity, such payments will satisfy the following:

- (1) payment intervals will not exceed one (1) year;
- (2) the distribution period must be over a life (lives) or a period certain not longer than a life expectancy (or joint and last survivor expectancy) described in Section 401(a)(9)(A)(ii) or (B)(iii) of the Code;
- (3) life expectancy will be recalculated annually for purposes of determining any period certain at the election of the Participant, but in the absence of any specific election by the Participant to the contrary, life expectancy shall not be recalculated annually;
- (4) once payments begin for a period certain, that period may not be extended;
- (5) payments must be nonincreasing or increase only as permitted under the Regulations issued by the Secretary; and
- (6) for life annuities and life annuities with a period certain not exceeding twenty (20) years, the distribution required on or before the Participant's required beginning date (or, for post-death distributions, the date such distributions are required to begin) shall be the payment required for one payment interval. The second payment need not be made until the end of the next payment interval. Payment intervals are the periods for which payments are received, e.g., monthly, annually, etc.

If the annuity is for a period certain with no life contingency (or is a life annuity with a period certain exceeding twenty (20) years), payments for each calendar year shall be combined and treated as an annual amount. The amount which must be distributed by the Participant's required beginning date (or, for post-death distributions, the date such distributions are required to begin) is the annual amount for the first distribution calendar year. The annual amount for other distribution calendar years, including the calendar year in which the Participant's required beginning date (or post-death payment commencement date) occurs must be distributed on or before December 31 of the calendar year for which the distribution is required.

(7) Unless the Participant's Spouse is the designated Beneficiary, if distributions will be made as a period certain annuity with no life contingency, such period certain as of the beginning of the first distribution calendar year may not exceed the applicable period determined under tables set forth or referred to in Regulations issued by the Secretary.

(8) If distributions will be made as a joint and survivor annuity for the Participant and a non-Spouse Beneficiary, any payments made after the required beginning date and after the Participant's death must not exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant under tables set forth or referred to in Regulations issued by the Secretary (e.g., Regulation § 1.401(a)(9)-6).

(d) Benefits Beginning Before 1989. If payments under an annuity form satisfying paragraph (b) above began prior to 1989, the minimum distribution requirements in effect as of July 27, 1987, shall apply regardless of whether the annuity form of payment is revocable. This rule also applies to deferred annuity contracts distributed to or covered by an individual prior to 1989, unless additional contributions are made by an Employer with respect to such contract.

(e) Further Accruals. Any additional benefits accruing to a Participant after his required beginning date shall be distributed as a separate component of the annuity beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) Death Distributions.

(1) If a Participant dies after distribution of his interest in the Plan has begun, the remaining portion of such interest will be distributed at least as rapidly as under the method being used prior to the Participant's death.

(2) If a Participant dies before distribution of his interest in the Plan begins, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year which includes the fifth (5th) anniversary of the

Participant's death except to the extent an election is made to receive distributions in accordance with (i) or (ii) below:

(i) If any part of the Participant's interest is payable to a designated Beneficiary, distributions may be made over the life or over a period certain not greater than the life expectancy of the designated Beneficiary starting on or before December 31 of the calendar year immediately following the calendar year in which the Participant died.

(ii) If the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin under (i) above shall not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which the Participant died, and (B) December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½).

If the Participant has not made an election under this paragraph (f)(2) before he dies, his designated Beneficiary must elect the method of distribution no later than the date which is ninety (90) days before the date as of which distributions would be required to begin under the method chosen. If the Participant has no designated Beneficiary, or if the designated Beneficiary does not elect a method of distribution, then the Participant's entire interest must be completed by the December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) For purposes of paragraph (g)(2), if the surviving Spouse dies after the Participant but before payments to such Spouse begin, the provisions of paragraph (f) with the exception of (f)(2) shall be applied as if the surviving Spouse were the Participant.

(4) Any amount paid to a child of the Participant will be treated as having been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority (or other designated event permitted by Regulations issued by the Secretary).

(5) For purposes of this paragraph (f), distribution is considered to begin on the Participant's required beginning date (or for purposes of paragraph (f)(3), the date distribution is required to begin under (f)(2) above). If distribution in the form of an annuity irrevocably begins to the Participant before the required beginning date, the date distribution is considered to begin is the date distribution actually begins.

(g) Definitions. For purposes of this Section the following terms shall have the indicated meaning:

(1) “Designated Beneficiary” shall mean the individual who is designated as the Beneficiary under the Plan in accordance with Section 401(a)(9) of the Code and Regulations thereunder.

(2) “Distribution Calendar Year” shall mean a calendar year for which a minimum distribution is required. For distributions beginning before a Participant’s death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant’s required beginning date.

For distributions beginning after the Participant’s death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to paragraph (g) above.

(3) “Life Expectancy” shall mean the life expectancy (or joint and last survivor expectancy) calculated using the attained age of the Participant (or designated Beneficiary) as of the Participant’s (or designated Beneficiary’s) birthday in the applicable calendar year. The applicable calendar year is the first distribution calendar year.

If annuity payments start before the required beginning date, the applicable calendar year is the year such payments begin. Life expectancy and joint and last survivor expectancy will be computed using Tables V and VI of Regulation § 1.72-9.

(4) “Required Beginning Date” shall generally mean the first day of April of the calendar year following the later of

(i) the calendar year in which the Participant attains age seventy and one-half (70½); or

(ii) the calendar year in which the Participant retires.

(h) Transition Rule. Notwithstanding the foregoing, but subject to the Qualified Joint and Survivor Annuity requirements, payments to any Participant or former Participant may be made in accordance with all of the following, regardless of when payments begin:

(1) The distribution would not have disqualified the Trust under Code Section 401(a)(9) prior to its amendment by the Deficit Reduction Act of 1984.

(2) The distribution is made in accordance with a method designated by the Participant or Beneficiary.

(3) The designation is written and signed by the Participant or Beneficiary before 1984.

(4) The Participant had an Accrued Benefit as of December 31, 1983.

(5) The designated method specifies when payments will commence, the distribution period, and priority of Beneficiary(ies).

For distributions which started before 1984, the method of distribution shall be presumed to have been properly designated if written and it satisfies (1) and (5) above.

If a designation is revoked, any later distribution must satisfy Code Section 401(a)(9). If the revocation occurs after the required beginning date the total amount not yet distributed which would have been required to be distributed under Section 401(a)(9) but for the election must be distributed by the end of the calendar year following the calendar year of such revocation including, for post-1988 calendar years, the incidental benefit requirements of Prop. Treas. Reg. § 1.401(a)(9)-2 or any successor thereto. Any change in the designation will be treated as a revocation. However, the mere substitution or addition of a Beneficiary(ies) will not be treated as a revocation as long as the substitution or addition does not directly or indirectly change the period of payment.

(i) Unless otherwise consented to by the Participant, in no event may any benefit pursuant to the Plan commence later than the sixtieth (60th) day after the close of the Plan Year in which occurs the later of:

(1) the date on which the Participant attains his Normal Retirement Age,

(2) the tenth (10th) anniversary of the date the Employee becomes a Participant, and

(3) the date on which the Participant terminates his service with the Employer.

The failure of a Participant or Spouse, if any, to consent to a distribution while a benefit is immediately distributable (i.e., prior to the date the Participant attains, or would have attained if not deceased, the later of age sixty-two (62) or Normal Retirement Age) shall be deemed an election to defer commencement of payment.

(j) The restrictions imposed by this Section shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have his death benefits paid in an alternative method acceptable under Code Section 401(a) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982. Any such written designation made by a Participant shall be binding upon the Administrator notwithstanding the provisions of this Section.

(k) If the Actuarial Equivalent lump sum value of a Participant's vested benefit exceeds five thousand dollars (\$5,000) or is to be paid or commence to be paid prior to the date the Participant attains (or would have attained if not deceased) the later of the Participant's Normal Retirement Age or age sixty-two (62) (i.e., before the date the benefit ceases to be "immediately distributable"), the written consent of the Participant and Spouse, if any, or the survivor of the two, shall be required within the one hundred eighty (180) day period ending on the Annuity Starting Date; provided, however, that the consent of a Participant's Spouse, if any, shall not be required for the commencement of any distribution in the form of a Qualified Joint and Survivor Annuity.

Section 4.8 Purchase of Annuities.

The Administrator may at any time in its discretion direct the Trustees to purchase annuities from a qualified life insurance company or insurer to provide benefits otherwise payable under the Plan. Any such annuity which is distributed to a Participant or Beneficiary shall be endorsed as "nontransferable" and shall satisfy the spousal consent requirements of Section 417 of the Code.

Section 4.9 Post-Retirement Benefit Increases.

The Board of Aldermen from time to time may increase the monthly retirement benefit of Retired Participants or other Participants or Beneficiaries receiving monthly benefits. The amount of such increase will be found in City's Board of Aldermen Minutes Book.

ARTICLE V. BENEFITS ON SEVERANCE FROM EMPLOYMENT, DEATH OR DISABILITY

Section 5.1 Severance from Employment.

(a) Condition. If a Participant has a severance from Employment for any reason other than death and if he then does not become entitled to receive a benefit under any Section of Article III, he shall be entitled to a Vested Benefit equal to a nonforfeitable percentage of his Accrued Benefit as determined under this Section.

(b) Vested Accrued Benefit. The Vested Accrued Benefit shall be computed by multiplying the Participant's Accrued Benefit by the nonforfeitable percentage determined from the following schedule:

Years of Credited Service	Vested Percentage
Less Than 5	0%
5 Years or More	100%

Notwithstanding any other provision of the Plan, a Participant's Accrued Benefit shall be fully nonforfeitable upon his attainment of his Normal Retirement Age.

The Participant is 100% immediately vested in all Cash Balance Accounts.

(c) Payment of Vested Accrued Benefit. The Vested Accrued Benefit shall be a deferred benefit commencing on the first day of the month next following the Participant's Normal Retirement Date or if the participant meet the Early Retirement eligibility requirements, the Vested Accrued Benefit can be paid at the Early Retirement Date under the Early Retirement provision in Article III, Section 3.3, provided, however, a Participant entitled to a Vested Accrued Benefit from a Cash Balance Account hereunder may upon written request receive an immediate benefit in lieu of the deferred benefit.

(d) Forfeitures. In the event of a Participant's severance from Employment with the Employer pursuant to this Section, any portion of the Participant's Accrued Benefit in excess of the nonforfeitable percentage thereof shall be maintained until the earlier of (i) the commencement of distribution of the Participant's Vested Benefit as set forth hereunder, or (ii) the Participant's incurring five (5) consecutive One Year Breaks in Employment, at which time such Accrued Benefit shall be forfeited and applied by the Actuary to reduce the Employer's contribution requirement. In the event a Participant is zero percent (0%) vested in his Accrued Benefit, however, such Accrued Benefit shall constitute a Forfeiture as of the date of his severance from Employment. The distribution

of the interest of a Participant who had a severance from Employment prior to the date of execution hereof with a zero percent (0%) vested interest in his Accrued Benefit shall be deemed to have occurred as of the date of such execution, provided such Forfeiture has not previously been treated as having occurred.

(e) Restoration of Forfeitures. In the event a Participant who incurs a Forfeiture under subsection (d) above prior to incurring five (5) consecutive One Year Breaks in Employment (i) again becomes an active Employee of the Employer and is eligible to participate hereunder prior to incurring said five (5) consecutive One Year Breaks in Employment, and does not incur a fifth (5th) consecutive One Year Break In Employment for or following the Plan Year of such reemployment, and (ii) repays to the Fund the full amount distributed to him plus interest, compounded annually from the date of distribution at the rate of five percent (5%), the Accrued Benefit which was forfeited pursuant to subsection (d) above shall be restored to him.

In the event the Participant was treated as incurring a Forfeiture without a distribution and without incurring a fifth consecutive One Year Break in Employment, such nonvested Accrued Benefit shall be reinstated without any requirement of repayment by such reemployed Participant. The repayment provided for by this subsection (e) must be made by the Employee before five (5) years after the first date on which the Employee is reemployed by the Employer.

Section 5.2 Disability Benefit.

In the event of an Active Participant becoming Disabled, the benefit will be treated as any other termination or retirement.

Section 5.3 Death Benefit.

(a) In event of the death of a Participant before actual retirement where the Participant has, pursuant to Section 4.2(c), selected a payment option, the Beneficiary of such Participant shall be entitled to the greater of: (i) the amount of survivor annuity that the option allows, or (ii) the Qualified Joint and Survivor Annuity, assuming the Participant had retired on the day preceding the day of his death. The Beneficiary of a Terminated Vested Participant is not otherwise eligible for any benefit under the Plan.

(b) In the event of the death of an Active Participant before actual retirement where the Participant has not selected a payment option, the Beneficiary of such Participant shall be entitled to the following methods of distribution:

(1) An immediate or a deferred annuity determined by converting the actuarial present value or lump sum value of the Participant's Vested Accrued Benefit using the Actuarial Equivalence assumptions stated in Article I, Section 1.2. The Death Benefit distribution options are those provided by Article IV, Section 4.3.

(2) A lump sum payment. However, the portion of the Accrued Benefit not attributable to the Cash Balance Account shall be available in a lump sum payment only if such portion of the Accrued Benefit has an Actuarial Equivalent Single Sum Value which does not exceed \$25,000. In the event that the above stated Actuarial Equivalent Single Sum Value exceeds \$25,000, then only the Cash Balance Account may be distributed in a lump sum.

(c) In the event of the death of a Retired Participant, the death benefit will be paid according to the retirement option chosen.

(d) A Participant may designate any person or persons, including a trust, as his or her Beneficiary or contingent Beneficiary to receive his or her Accrued Benefits in the event of the Participant's death. Any such designation shall be made by filing the form designated for that purpose with the Administrator. The Participant may change or cancel his or her Beneficiary designation at any time prior to death without the consent of any designated Beneficiary. If the Participant is married at the date of death, the Beneficiary designation shall not be effective unless the surviving Spouse has consented as described in this Section.

Section 5.4 Death of Employee.

All Accrued Benefits of a participating Employee shall become fully vested and nonforfeitable if the Participant dies during Employment. If a Participant dies after Employment ends, only the Participant's vested benefits shall be payable.

ARTICLE VI. OTHER BENEFIT PROVISIONS

Section 6.1 Qualified Domestic Relations Orders.

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).

Section 6.2 Unclaimed Benefits.

(a) Address Records. Each Participant shall keep the Administrator informed from time to time of his or her current post office address and the current post office address of his or her Spouse or any Beneficiary named by the Participant. Any communication, statement or notice from Administrator addressed to a Participant, Spouse or Beneficiary at his or her last post office address filed with the Administrator, or if no address is filed with the Administrator, at the last post office address as shown on the Employer's records, shall be binding on the Participant, Spouse or Beneficiaries for all purposes of the Plan.

(b) Unclaimed Payments. If a notice of the right to receive a benefit payment is returned to the Trustees because a Participant, Spouse or Beneficiary cannot be located, the Trustees shall request the Internal Revenue Service (or other appropriate government agency) to forward a notice to the payee that the payment will be made when a claim for payment is received. Until such claim is made, the balance of the Participant's account shall remain in the Plan's fund.

(c) Death of Participant. If a Participant has died and no Spouse or Beneficiary can be located after one year, a notice of the amount of the Participant's account shall be issued in the name of the Participant's estate and mailed to the Participant's last post office address as determined above.

(d) Duties of Administrator or Trustees. Other than as described above, neither the Administrator nor the Trustees shall be required to search for or locate a Participant, Spouse or Beneficiary.

(e) Legal Incompetence. If any Participant or Beneficiary is a minor or is, in the judgment of the Administrator, otherwise legally incapable of personally receiving and giving a valid receipt for any payment due him hereunder, the Administrator may, unless and until a claim shall have been made by a guardian or conservator of such person duly appointed by a court of competent jurisdiction, direct the Insurer or the Trustees that payment be made to such person's Spouse, child, parent, brother or sister, or other person deemed by the Administrator to be a proper person to receive such payment. Any payment so made shall be a complete discharge of any liability under the Plan for such payment.

(f) Correction of Errors. If any change in records or error results in any Participant or Beneficiary receiving from the Plan more or less than he would have been entitled to receive had the records been correct or had the error not been made, the Administrator, upon discovery of such error, shall correct the error by adjusting, as far as is practicable, the payments in such a manner that the benefits to which such person was correctly entitled shall be paid.

ARTICLE VII. PLAN OPERATION AND ADMINISTRATION**Section 7.1 Plan Sponsor.**

The City of Franklin is the “Plan Sponsor” of the Plan.

Section 7.2 Plan Administrator.

The City is the Plan Administrator. The Committee members listed in Section 1.15 are named fiduciaries of the Plan and shall have discretionary authority to manage operation and administration of the Plan.

Section 7.3 Powers and Duties of Committee.

(a) The Committee shall have the authority to and responsibility to recommend to the Board of Mayor and Aldermen the following items, including determining eligibility for benefits and construing the terms of the Plan and Trust. The Committee shall have such other authority as may be necessary to enable it to discharge its responsibilities under the Plan as Plan Administrator and named fiduciary, including, but not limited to, the power to recommend the following actions:

- (1) To review appeals by Employees from a denial of benefits.
- (2) To recommend to the Board of Mayor and Aldermen the employment of one or more persons to assist in the administration of the Plan.
- (3) To adopt such rules as it deems appropriate for the administration of the Plan.
- (4) To prescribe procedures to be followed by Participants and Beneficiaries.
- (5) To prepare and distribute information relating to the plan.
- (6) To request from Participating Employers and Employees such information as shall be necessary for proper administration of the Plan.
- (7) To recommend on behalf of all Plan Participants an independent qualified public accountant to examine the financial statements of the Plan and other Plan books and records as such accountant may consider necessary.
- (8) To direct the Trustees concerning all benefits which are to be paid from the Trust Fund pursuant to the provisions of the Plan. The Trustees may conclusively rely on all such directions as being in accordance with Plan provisions.

(9) To comply with and monitor the Plan's continued compliance with all governmental laws and regulations relating to recordkeeping and reporting of Participants' benefits, other notifications to Participants, registration with the Internal Revenue Service, and reports to the U.S. Department of Labor, if applicable.

(10) 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.

(11) To develop and communicate to the Trustees, funding agent or investment managers the investment objectives for Plan assets, and to appoint one or more financial advisors to assist in the development of such investment objectives.

(12) To select on behalf of all Plan Participants an Actuary responsible for preparing the annual actuarial statement which shall be received and reviewed by the Committee.

(13) To review the implementation of the funding policy, the payment of Employer contributions pursuant to such policy, and the actuarial statement.

(14) To review investment performance on a regular basis.

(15) To designate the Human Resources Director or such other individual or entity as the Committee may choose to provide day-to-day administrative services under the Plan.

(b) The decision of the Board of Mayor and Aldermen upon any Committee's recommendation upon any matter within its authority shall be final and binding on all parties, including the City of Franklin, its Affiliates, and the Plan Participants and Beneficiaries.

Section 7.4 Uniformity of Application.

The Committee may approve the use of such rules, mortality and other factors deemed necessary or appropriate under the Plan. The provisions of this Plan and the rules and decisions of the Committee shall be applied in a uniform and nondiscriminatory manner, systematically followed and consistently applied so that all Participants and Beneficiaries similarly situated shall be treated alike. The Committee shall be entitled to rely upon information furnished by the City Participants, Beneficiaries, Participating Employers, legal counsel, accountants, and all other fiduciaries or persons retained by the Plan, the Committee, or the City of Franklin.

Section 7.5 Committee Procedures.

(a) Actions of Committee. The Mayor, or such member of the Committee as the Mayor shall designate from time to time, shall serve as Chair of the Committee. The Committee shall meet at least quarterly at the time selected by the Chair. A special meeting may be called by the Chair or the Board. A majority of the members of the Committee shall constitute a quorum at any meeting, and the majority of the quorum may transact any business or perform any duties of the Committee. The Committee may adopt such by-laws and make such rules and procedures not inconsistent with the Plan and the governmental laws and regulations pertaining to such Plan as it deems to be necessary and appropriate.

(b) Expenses of Committees. All usual and reasonable expenses of the Committee shall be paid by the City of Franklin. Members of the Committee shall not be entitled to any additional compensation for services performed for the Committee or otherwise in connection with the Plan.

(c) Death, Resignation, Termination of Membership on the Committee. Upon the death or resignation of an Employee Representative or a Citizen Representative, such vacant position shall be filled in the same manner as such Representative's position was originally filled as provided in Section 1.15 hereof.

Notwithstanding anything to the contrary in this Plan, (1) if a Citizen Representative shall fail to attend any two (2) consecutive regularly scheduled quarterly meetings of the Committee, or such Representative's membership on the Committee is otherwise duly terminated, or (2) if an Employee Representative shall fail to attend any two (2) consecutive regularly scheduled quarterly meetings of the Committee, or such Representative's employment terminates, such Representative's term shall terminate automatically and such vacant position shall be filled in the same manner as such Representative's position was originally filled as provided in Section 1.15 hereof.

Section 7.6 Adherence to Plan Document.

Neither the Committee nor any of its members shall have the power to add to, subtract from or modify any of the terms of the Plan or Trust, to change any benefits otherwise than as provided by the plan, or to waive or fail to apply any eligibility requirements for benefits under this Plan.

Section 7.7 Agent for Service of Process.

The City Attorney is designated as the agent for the service of legal process against the Plan and the Trust Fund at the following address:

City Attorney
City of Franklin
P.O. Box 305
Franklin, Tennessee 37064

Section 7.8 Allocation of Fiduciary Responsibilities.

(a) Duties of Fiduciaries. The named fiduciaries of the Plan shall have only those specific powers, duties, responsibilities and obligations as are specifically provided to them under the Plan and Trust Agreement. Except as provided in Section 9.1, the Board of Mayor and Aldermen shall have the sole responsibility to amend or terminate the Plan in whole or in part. The Board of Mayor and Aldermen shall also have the sole authority to designate the Participating Employers and to appoint members of the Committee. The Trustees shall have sole responsibility for trust administration and management of the assets held under the Trust unless (a) the investment of such assets has been directed by the Committee or the Board of Mayor and Aldermen, or (b) an investment manager has been appointed by the Committee to manage an investment fund held under the Trust.

(b) Representations of Fiduciaries. By adopting the Plan or accepting appointment under the Plan, each fiduciary represents that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan or Trust Agreement or applicable governmental laws or regulations authorizing or providing such direction, information or action. Each fiduciary is entitled to rely upon any such direction, information or action of another fiduciary as being proper under this Plan or Trust Agreement and pursuant to governmental laws and regulations, and is not required under this Plan or Trust Agreement to inquire into the propriety of any such direction, information or action. It is intended under this Plan and Trust Agreement that each fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations and shall not be responsible for any act or failure to act of another fiduciary.

ARTICLE VIII. CONTRIBUTIONS

Section 8.1 Contributions.

Contributions by the City of Franklin and Participants shall be made as follows:

(a) Pre-tax Employee Contributions. Employees hired before July 1, 1995 may elect to contribute from three percent (3%) to ten percent (10%) on a pre-tax basis to a cash balance account beginning with the first payroll period after September 1, 1995. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after July 1, 1995 and before December 1, 1996 must, per administrative procedures, contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after December 1, 1996, who have satisfied eligibility requirements of Section 2.1, must contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. A Participant who was first hired by the City on or after February 15, 2010, shall make a mandatory contribution to the Plan in an amount equal to 5% of the Participant's Compensation. These contributions are considered to be "picked up" by the Employer under Code § 414(h)(2). Notwithstanding the foregoing, no Participants who were first hired by the City after June 30, 2001, but before February 15, 2010, shall be required to make any mandatory contributions to the Plan, and no Pre-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant. For each Participant who has made a one-time permanent election to transfer the balance in the Participant's Pre-tax Employee Contribution Cash Balance Account as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan, all future allocations of the mandatory contributions previously designated by the Employee pursuant to Section 3.1(c)(1)(i) shall be made to the electing Employee's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan.

(b) Post-tax Employee Contributions. All Participants may elect on an annual basis to make voluntary after-tax contributions of from one percent (1%) to ten percent (10%) of their salary to a Cash Balance Account. Notwithstanding the preceding sentence, no Participants who were first hired by the City after June 30, 2001 shall be allowed to make any after-tax contributions to the Plan, and no Post-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant.

(c) Regular City Contributions. Contributions to provide retirement benefits under the Plan also shall be made by the City of Franklin.

All contributions to the Plan shall be paid to the Trustees. The Trustees shall hold, invest, distribute and otherwise administer the funds entrusted to it in strict accordance with the terms and provisions of the Plan and the Trust Agreement. All assets of the Trust Fund shall be retained for the exclusive benefit of Participants and their Beneficiaries, shall be used to pay the benefits hereunder to such persons or to pay reasonable administrative expenses to the extent not paid by the Participating Employers (including, without limitation, such reasonable expenses as may be incurred by the Trustee, a financial advisor to the Plan, or an investment manager for the Plan), and shall not revert to or inure to the benefit of the City until the satisfaction of all Plan liabilities.

Section 8.2. Return of Contributions.

The assets of this Plan shall be held for the exclusive purposes of providing benefits to the Participants of the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan. Notwithstanding the foregoing, return of contributions to the Employer may be made in the following circumstances:

- (1) if the contribution is made by reason of a good faith mistake of fact;
- (2) if the contribution is conditioned on the initial qualification of the plan under the Internal Revenue Code, the application for determination is made timely, and the Plan received an adverse determination with respect to its initial qualification; or
- (3) if the contribution is conditioned on its deductibility under Section 404 of the Code.

The return of the amount involved must be made within one year of the mistaken payment of the contribution, the date of denial of qualification, or disallowance of the deduction.

The maximum amount that may be returned in the case of a mistake of fact or the disallowance of a deduction is the excess of (1) the amount contributed, over, as relevant, (2) (A) the amount that would have been contributed had no mistake of fact occurred, or (B) the amount that would have been contributed had the contribution been limited to the amount that is deductible after any disallowance by the Service. Earnings attributable to the excess contribution may not be returned, but losses attributable thereto must reduce the amount so returned. Furthermore, if the withdrawal of the amount attributable to the mistaken or nondeductible contribution would cause the balance of the individual account of any Participant to be reduced to less than the balance which would have been in the account had the mistaken or nondeductible amount not been contributed, then the amount to be returned to the Employer must be limited so

as to avoid such reduction. In the case of a reversion due to initial disqualification of a plan, the entire assets of the plan attributable to employer contributions may be returned to the Employer.

Section 8.3 Deferred Annuity Contracts.

Any individual or group deferred annuity contracts which have been acquired by the Plan shall be used to offset the benefits payable under this Plan to affected Participants.

Section 8.4 Qualified Military Service.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

(a) In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") immediately prior to the Participant's death.

(b) For benefit accrual purposes, the Plan treats an individual who, on or after January 12, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(c) For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation within the meaning of Code Section 415(c)(3), and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE IX. AMENDMENT AND TERMINATION

Section 9.1 Amendment.

The City of Franklin may amend or modify this Plan at any time, and from time to time, with retroactive or future effect, by action of its Board of Mayor and Aldermen. No such amendment or modification shall cause or permit any part of the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of Participants or their Beneficiaries or revert to or become the property of the City of Franklin prior to the satisfaction of all liabilities under the Plan.

Section 9.2 Transfers of Assets.

If any Plan assets or liabilities are merged or consolidated with or transferred in whole or in part to another plan established for the benefit of any Participants under this Plan, each such Participant shall be entitled to receive a benefit, which would, if the successor plan were to be terminated immediately after such merger, consolidation or transfer, be equal to or greater than the benefit that he would have been entitled to receive immediately before the merger, consolidation or transfer if this Plan had then terminated. Not less than 30 days prior to such merger, consolidation or transfer of Plan assets or liabilities, the Committee shall file an actuarial statement of valuation in accordance with the Internal Revenue Code, as may be determined to be applicable to governmental plans.

Section 9.3 Plan Termination.

The City of Franklin may terminate the Plan at any time by action of its Board of Mayor and Aldermen. The City of Franklin reserves the right at any time to reduce, temporarily suspend or discontinue contributions, provide that any such action shall be communicated promptly to all Participants.

Section 9.4 Termination and Partial Termination.

Upon a termination or partial termination of the Plan, the rights of all affected Participants to benefits accrued to the date of such termination or partial termination, to the extent funded, shall be nonforfeitable. However, the Participants shall have no recourse towards the satisfaction of the nonforfeitable benefit from sources other than the then available Plan assets funding such Participants' benefits. If all Plan obligations have been satisfied, any remaining Plan assets due to actuarial error shall be returned to the City of Franklin.

ARTICLE X. CLAIMS FOR BENEFITS

Section 10.1 Claims Procedure.

(a) Claims Must be Filed. An Employee, Participant, the Spouse of an Employee or Participant, Beneficiary, or estate of a Participant (the "Claimant") who has a claim for benefits under the Plan must give written notice of such claim to the Administrator at the following address:

Human Resources Director
City of Franklin
P.O. Box 305
Franklin, Tennessee 37064

(b) Review of Claim. After the Administrator has reviewed the claim and obtained any other information it deems necessary to render a decision on the claim, the Administrator shall notify the Claimant within 90 days after receipt of the claim of the acceptance or denial of the claim, unless special circumstances require an extension of time for processing the claim. Such an extension of time may not exceed 90 additional days and notice of the extension shall be provided to the Claimant prior to the termination of the initial 90 day period indicating the special circumstances requiring the extension and the date by which a final decision on the claim is expected.

(c) Denied Claims. In the event any application for benefits is denied, in whole or in part, the Administrator shall notify the Claimant of such denial in writing and shall advise the Claimant of the right to appeal the denial and to request a review thereof. Such notice shall be written in a manner calculated to be understood by the Claimant and shall contain:

- (1) Specific reasons for such denial.
- (2) Specific references to the Plan provisions on which such denial is based.
- (3) A description of any information or material necessary for the Employee to perfect the claim.
- (4) An explanation of why such material is necessary.
- (5) An explanation of the Plan's appeal and review procedure.

Section 10.2 Appeal for Further Review.

(a) Appeal to the Committee. If the Claimant's claim for benefits is denied in whole or in part, the Claimant, or the Claimant's duly authorized representative, may appeal the denial by submitting to the Committee a written request for review of the application within 60 days after receiving written notice of such denial. The Committee shall give the Claimant (upon request) an opportunity to review pertinent Plan documents (other than legally privileged documents) in preparing such request for review.

(b) Contents of Appeal. The request for review must be in writing and shall be addressed to the Administrator at the address listed in Section 10.1(a) above. The request for review shall set forth all of the grounds upon which it is based, all facts in support thereof, and any other matters which the Claimant deems pertinent. The Committee may require the Claimant to submit (at the Claimant's expense) such additional facts, documents or other material as the Committee deems necessary or advisable in making its review.

(c) Review of Appeal. The Committee shall act upon each request for review within 60 days after its receipt thereof, unless special circumstances require further time for processing. In no event shall the decision on review be rendered more than 120 days after the Committee receives the request for review. Written notice of an extension of time beyond 60 days shall be furnished to the Claimant prior to the commencement of the extension.

(d) Denied Appeals. In the event the Committee confirms the denial of the claim for benefits in whole or in part, it shall give written notice of its decision to the Claimant. Such notices shall be written in a manner calculated to be understood by the Claimant and shall contain the specific reasons for the denial.

Section 10.3 Exhaustion of Remedies.

No legal action for benefits under the Plan shall be brought unless and until the following steps have occurred:

(a) The Claimant has submitted a written application for benefits in accordance with Section 10.1.

(b) The Claimant has been notified that the claim has been denied.

(c) The Claimant has filed a written request appealing the denial in accordance with Article X, Section 10.2.

(d) The Claimant has been notified in writing that the Committee has denied the Claimant's appeal within the time prescribed by Article X, Section 10.2.

Notwithstanding the foregoing, a legal action for benefits may be brought by the Claimant upon the failure of the Plan to deny the claim or appeal within the time prescribed herein.

ARTICLE XI. OTHER PROVISIONS

Section 11.1 Exclusive Benefit of Participants.

The City of Franklin intends that this Plan shall be maintained for the exclusive benefit of Participants and their Beneficiaries and that the assets of the Plan shall be used exclusively for such purpose.

Section 11.2 Payments Solely from Plan Assets.

Payment of benefits as provided in the Plan shall be made solely from Plan assets held under the Trust Agreement or by a funding agent other than the Trustees, and the City of Franklin or any Plan fiduciary shall not otherwise be liable for such benefits.

Section 11.3 Not a Contract of Employment.

Participation in this Plan by an Employee shall not give such Employee any right to be retained in the employ of the City of Franklin and the ability of the City of Franklin to dismiss or discharge an Employee hereby is specifically reserved.

Section 11.4 Prohibition on Alienation.

No benefit payable under this Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, attachment, garnishment, execution, or levy of any kind or any other process of law, voluntary or involuntary. Any attempt to so dispose of any rights to benefits payable hereunder shall be void. The Plan and Trust Fund shall not be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. Notwithstanding any provision of this Section to the contrary, an offset to a Participant's Accrued Benefit against an amount that the Participant is ordered or required to pay the Plan with respect to a judgment, order, or decree issued, or a settlement entered into, on or after August 5, 1997, shall be permitted in accordance with Sections 401(a)(13)(C) and (D) of the Code.

Section 11.5 Necessary Information.

Participants, Spouses of Participants and Beneficiaries shall furnish the Administrator such documents or other information as the Administrator reasonably determines to be necessary for administration of the Plan, including certification as to the Participant's marital status. Payment of benefits under the Plan for each Participant, Spouse or Beneficiary is conditioned upon receipt by the Administrator of such documents or other information. The Administrator may rely upon any such information provided by such individuals.

Section 11.6 Inconsistencies and Separability.

In case of any inconsistencies between the provisions of the Plan and provisions of the Trust Agreement if applicable, the Plan shall prevail. If any provisions of the Plan are for any reason declared invalid or not enforceable under either federal or Tennessee law, such provisions will not affect the remaining terms and conditions, but the Plan will be construed and enforced thereafter as if such provisions had not been inserted.

Section 11.7 Plan Forms.

Wherever the Plan requires the Participant to file an enrollment application, Plan form or other notice, election or designation with the Administrator, the Participant shall take such action by completing and signing the form prescribed by the Administrative Committee for that purpose and filing such form with the Administrator.

Section 11.8 Headings Not to Control.

Headings and titles within the Plan are for convenience only and are not to be read as part of the text of the Plan.

Section 11.9 Applicable Law.

The validity and effect of the Plan and the rights and obligations of all persons affected thereby, are to be construed and determined in accordance with applicable federal law, and to the extent that federal law is inapplicable, under the laws of the State of Tennessee.

Section 11.10 Copy of Plan.

A current copy of the Plan shall be available for inspection by any Participant or other person entitled to benefits under the Plan at reasonable times at the office of the Human Resources Director.

Section 11.11 Entire Plan.

This document and any authorized written amendment thereto is a complete statement of the Plan and as of the Effective Date (or the effective date of any such amendment) supersedes all prior plans, representatives and proposals, written or oral, relating to its subject matter. The City of Franklin shall not be bound by or liable to any person for any representation, promise or inducement made by any employee or agent which is not embodied in this document and any authorized written amendment thereto.

Section 11.12 Internal Revenue Service Qualification.

Anything herein to the contrary notwithstanding, this Plan is created and maintained under the condition that it is approved and qualified by the Internal Revenue Service under Code

Section 401(a) as a governmental plan and that any Trust hereunder is exempt under Code Section 501(a), or under any comparable Sections of any future legislation which amends, supplements or supersedes such Sections. Therefore, if the Plan fails to so qualify, as evidenced by receipt of a letter to such effect from the Internal Revenue Service, then the City of Franklin reserves the right to either:

(a) withdraw and terminate the Plan hereunder whereupon no Participant shall have any right or claim to any of the assets hereunder which are derived from Employer contributions, notwithstanding any other provision hereof; or

(b) amend the Plan to the extent necessary to secure a favorable determination that the Plan is so qualified.

Section 11.13 Execution of the Plan.

This document may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the City of Franklin, pursuant to resolution of the Board of Mayor and Aldermen, has caused this instrument to be executed by its duly authorized officer, this _____ day of _____, _____, to be effective as of January 1, _____, except as otherwise noted herein.

THE CITY OF FRANKLIN

BY: _____

TITLE: _____

APPENDIX A

Age	Annuity	Age	Annuity	Age	Annuity
19	16.5566	58	12.8474	97	4.2446
20	16.5217	59	12.6606	98	4.0389
21	16.4849	60	12.4688	99	3.8207
22	16.4462	61	12.2730	100	3.5855
23	16.4054	62	12.0720	101	3.3845
24	16.3624	63	11.8657	102	3.1791
25	16.3171	64	11.6544	103	2.9506
26	16.2695	65	11.4397	104	2.6879
27	16.2194	66	11.2224	105	2.4429
28	16.1667	67	11.0009	106	2.2284
29	16.1113	68	10.7752	107	1.9659
30	16.0531	69	10.5452	108	1.5961
31	15.9920	70	10.3172	109	1.3313
32	15.9279	71	10.0861	110	0.5417
33	15.8607	72	9.8520		
34	15.7903	73	9.6121		
35	15.7166	74	9.3804		
36	15.6395	75	9.1471		
37	15.5588	76	8.9120		
38	15.4746	77	8.6750		
39	15.3867	78	8.4411		
40	15.2950	79	8.2126		
41	15.1993	80	7.9826		
42	15.0996	81	7.7506		
43	14.9957	82	7.5157		
44	14.8875	83	7.2960		
45	14.7749	84	7.0722		
46	14.6575	85	6.8453		
47	14.5354	86	6.6142		
48	14.4088	87	6.3936		
49	14.2771	88	6.1763		
50	14.1402	89	5.9551		
51	13.9979	90	5.7293		
52	13.8501	91	5.5035		
53	13.6967	92	5.2976		
54	13.5374	93	5.0876		
55	13.3735	94	4.8723		
56	13.2038	95	4.6502		
57	13.0285	96	4.4412		

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FIRST AMENDMENT
TO THE CITY OF FRANKLIN
AMENDED AND RESTATED EMPLOYEES' PENSION PLAN
DATED EFFECTIVE AS OF JANUARY 1, 2018

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 amended and restated the Plan effective as of January 1, 2018;
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 3.1(b) shall be amended and restated in its entirety to read and provide as follows:

(b) Normal Retirement Monthly Benefit. The monthly retirement benefit, based on the Normal Form of payment described in Article IV, Section 4.2(a), which shall commence ~~on~~as of the Participant's Normal Retirement Date, and shall be payable as set forth in Section 4.1, shall be determined as of such date in accordance with subsections (1) and (2) below:

- (1) With respect to any Participant whose Employment is terminated on or after July 1, 2003, such Participant shall be eligible for a Normal Retirement Monthly Benefit as of the first day of the month coinciding with or next following the date the Participant attains Normal Retirement Age. The Normal Retirement Monthly Benefit shall be one-twelfth of two percent (1/12 of 2%) of the Participant's Average Compensation times Years of Credited Service.
- (2) With respect to any Participant whose Employment is terminated prior to July 1, 2003, the Normal Retirement Monthly Benefit for such Participant shall be calculated according to applicable provisions of the Plan as in effect on the date such Participant's Employment is terminated.

2. Section 3.3(b) shall be amended and restated in its entirety to read and provide as follows:

(b) Delayed Retirement Benefit. The monthly retirement benefit, which shall commence ~~on~~as of the Participant's Delayed Retirement Date, and shall be payable as provided in Section 4.1, shall be the greater of:

(1) the amount computed in the manner set forth in Section 3.1(b), with such computation made as of his Delayed Retirement Date based on the normal form of payment described in Section 4.2(a), or

(2) the Actuarial Equivalent of the amount the Participant would have received if he had retired on his Normal Retirement Date.

In no event shall the benefit computed hereunder be less than the benefit payable at the Participant's Normal Retirement Date.

The retirement benefit determined from Cash Balance Accounts, which shall commence ~~on~~as of the Participant's Delayed Retirement Date, shall be the amount calculated in the manner set forth in Section 3.1(c), with such calculation made as of his Delayed Retirement Date, based on the form of payment described in Section 4.2(a). Such benefit shall be payable as set forth in Section 4.1.

3. Section 3.4(b) shall be amended and restated in its entirety to read and provide as follows:

(b) Early Retirement Benefit. The amount of monthly retirement benefit determined as of a Participant's Early Retirement Date, based on the normal form of payment described in Section 4.2(a), shall be either (1) or (2) or (3) or (4), plus (5):

(1) The deferred early retirement benefit which shall commence ~~on~~as of his Normal Retirement Date in an amount equal to his Accrued Benefit;

(2) If a Participant has fewer than twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a), reduced by five percent (5%) for each year his Early Retirement Date precedes his Normal Retirement Date, with a pro rata adjustment for any partial years, rounded to the nearest month;

(3) If a Participant has completed at least twenty-five (25) years of Credited Service on his Early Retirement Date, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(4) With respect to a Participant who was first hired by the City before February 15, 2010, if a Participant has twenty (20) or more years of Credited Service and has attained at least age 62, an amount equal to his Accrued Benefit determined by Section 1.1(a);

(5) The Accrued Benefit determined under Section 1.1(b), paid based on the forms of payment described in Article IV, Section 4.1.

If the Participant requests an Early Retirement Benefit in writing to the Administrator, the retirement benefit shall commence ~~on~~ as of the first day of the month next following the Participant's Early Retirement Date and shall be payable as provided in Section 4.1.

4. Section 4.1 shall be amended and restated in its entirety to read and provide as follows:

Section 4.1 General Conditions.

As a condition precedent to the distribution of any benefit under the Plan to a Participant or Beneficiary, as the case may be, such Participant or Beneficiary may be required to submit a written application to receive such benefit in such form and manner as shall be prescribed by the Administrator. Any payment of benefits to a Participant or Beneficiary, or to his legal representative, in accordance with the provisions of the Plan, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of all claims hereunder against the Trustees, the Administrator and the Employer, who may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefore. Benefit payments will be payable ~~commence~~ on the first day of the month or such other day or days of the month as determined by the Plan Administrator.

5. Section 4.3, Option 4, shall be amended and restated in its entirety to read and provide as follows:

Section 4.3 Optional Form of Benefit Payment

Option 4. Lump Sums. ~~The portion of the Accrued Benefit attributable to the Cash Balance Account may be paid in a lump sum equal to its value on~~

~~the date paid.~~ A Participant, at his or her election as provided herein at any date after his/her termination of employment but no later than the earlier of (i) the Participant's Annuity Starting Date or (ii) the date the Participant's Minimum Distributions commence as provided in Section 4.7, may elect in lieu of his/her Cash Refund Annuity under Section 4.2(a) to receive the portion of the Accrued Benefit attributable to the Participant's Cash Balance Account in a one-time single lump sum equal to its value on the date paid. Such election must be made with respect to the total Accrued Benefit attributable to the Participant's Cash Balance Account and no partial distributions of such Accrued Benefit may be elected. With respect to the portion of a Participant's Accrued Benefit not attributable to his/her Cash Balance Account, the lump sum form of payment is available only as a Small Amount payable under Section 4.2(d) or as a Death Benefit pursuant to Section 5.3.

6. Section 5.1(c) shall be amended and restated in its entirety to read and provide as follows:

(c) Payment of Vested Accrued Benefit. The Vested Accrued Benefit shall be a deferred benefit commencing ~~on~~ as of the first day of the month next following the Participant's Normal Retirement Date or if the participant meet the Early Retirement eligibility requirements, the Vested Accrued Benefit can be paid at the Early Retirement Date under the Early Retirement provision in Article III, Section 3.3, provided, however, a Participant entitled to a Vested Accrued Benefit from a Cash Balance Account hereunder may upon written request receive an immediate benefit in lieu of the deferred benefit. Such benefit shall be subject to Section 4.3 and shall be payable as set forth in Section 4.1.

The above amendments shall be effective as of, from and after the date of adoption by the Board of Mayor and Aldermen.

IN WITNESS WHEREOF, the City has caused this Fifth Amendment to be executed this _____ day of _____, 2018.

CITY OF FRANKLIN

By: _____

Its: _____

Proposed 2018-2019 Retiree Payroll Dates

Tuesday, September 4, 2018	US Bank as Paying Agent
Monday, October 1, 2018	
Thursday, November 1, 2018	
Friday, December 14, 2018	

Thursday January 31, 2019	TCRS as Paying Agent
Thursday February 28, 2019	
Friday March 29, 2019	
Tuesday April 30, 2019	
Friday May 31, 2019	
Friday June 28, 2019	
Wednesday July 31, 2019	
Friday August 30, 2019	
Monday September 30, 2019	
Thursday October 31, 2019	
Wednesday November 27, 2019	
Monday December 30, 2019	

July 6, 2018

Ms. Laura Johnson, SHRM-CP
Employee Relations Specialist
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

Sent via email: laura.johnson@franklin.tn.gov

Dear Ms. Johnson:

Thank you for your inquiry regarding our promotional assessment services for your upcoming Sergeant, Lieutenant, Master Patrol Officer (MPO) and Detective promotional processes. We would enjoy the opportunity to work with you and the City of Franklin once again. Outlined below are the steps and costs for developing separate structured oral interview processes for these positions. It is my understanding that oral interview processes will be established for administration to candidates by both internal and external rater panels for the Sergeant process, and that only a single oral interview process (with either a mixed panel of internal and external raters, or entirely internal raters) will be required for the Lieutenant, MPO and Detective processes. Information regarding assessment exercises for these processes is also included. I understand that assessment exercises will be required for the Sergeant and Lieutenant processes. Finally, as discussed previously with Chief Faulkner, information is provided regarding a candidate orientation session. As with past processes, the estimate does not include fees associated with conducting a job analysis of the target positions; rather, we would rely on job analysis data (e.g. job descriptions) already collected in conjunction with input from local experts and administrators to ensure the relevance and applicability of assessment content.

Oral Interview Processes

S&A would work with a Subject Matter Expert (SME) panel to develop oral board question content for use in the City's promotional processes for these positions. As we understand it, the City would be responsible for assembling the rater panel for each interview process, but each would likely be comprised of representatives from the City's Human Resources Department, Police Department and well as somebody external to the City (except for the internal Sergeant panel). As we understand it, S&A would be responsible for administering each of the oral interview processes on site. Each oral interview process will yield 5 structured oral interview questions, plus a rating to assess overall verbal communications. Evaluation and scoring guidelines will also be developed for use by raters charged with the task of objectively evaluating candidates' responses. S&A will be responsible for training the raters to rate candidates' responses in accordance with the evaluation guidelines. The steps required to complete this project are delineated below. The same process may be used for each oral interview process.

- Step 1.** An S&A representative will meet with the SME panel to develop oral interview questions appropriate for the position. Questions developed may assess candidates' job-related knowledge, candidates' viewpoints on community-related issues, etc. Each question may be situational (i.e., ask how a candidate would respond in a particular situation), experiential (i.e., draw on a candidate's experience about they have handled a particular situation in the past) or biographical (as may be the case with the question designed to elicit qualifications and accomplishments). Evaluation guidelines would also be developed during this meeting.
- Step 2.** S&A will conduct a thorough training session to ensure raters are familiar with their respective oral interview questions, evaluation guidelines and the overall logistics associated with the process. The training will include a discussion and training on the logistics of the oral interview process, the oral



interview dimensions; the oral interview questions, rating criteria for each question; general training on rater observation and how to conduct summary and consensus meetings. S&A will prepare all materials necessary to administer the oral interview processes (candidate booklet containing interview questions, administration script, rating forms, note-taking forms, etc.).

- Step 3.** (OPTIONA) An S&A staff member will be present for the administration of the oral interview process. The number of days needed is a function of the number of candidates eligible for this phase, as well as the number and complexity of the interview questions. Although it would ultimately be the City's responsibility, S&A would work with the City to secure the appropriate space, equipment, materials, etc., for the oral interview process.
- Step 4.** Raters will rate each candidate immediately following participation in the oral interview process. After they have rated the candidate preliminarily, the raters will have a brief consensus discussion to determine the extent of rating agreement and clarify any aspect of a candidate's performance where there is disagreement. Final ratings will then be documented.
- Step 5.** Oral interview ratings will be collected by City administrators and forwarded to S&A for scoring (or by S&A, if required to administer). The results will be presented in the format desired by the City.

Oral Interview Process Fees

Fees for all steps for oral interview processes for all positions (25 total oral interview questions: 5 questions per panel; two panels for the Sergeant process) and preparation of materials are \$18,750, plus a \$20 per candidate scoring fee (per interview process) and consultant travel-related expenses. Should the City choose to engage S&A for OPTIONAL Step 3, fees would be an additional \$1,500 per day + consultant travel-related expenses (number of days for administration is primarily driven by the final number of candidates and the amount of time candidates are given for each question). S&A assumes the City would source all raters for these processes, and make all necessary coordinating arrangements with raters.

Assessment Exercises

An S&A representative will meet with the SME panel to develop a structured assessment exercise for the Sergeant and Lieutenant positions. Exercises would be appropriate to the position, and could include topics such as a plan for improving Department relations with a key community group, a media / press release, writing exercise, presentation to key stakeholder group, etc. Candidates will be provided with everything needed to complete the exercise in a timed setting (e.g., exercise instructions, references materials, resource articles, etc.). S&A will work with SMEs to develop structured evaluation and scoring guidelines, and applicable paperwork to document the rater panel's scores. S&A assumes the City would assemble the rater panel (likely to be comprised of the same members as for the oral interview processes).

Assessment Exercise Fees

Fees for all steps and preparation of materials are \$2,000 per exercise (\$4,000 total for Sergeant and Lieutenant) + \$20 per candidate for scoring. If applicable, fees for onsite administration of the assessment exercise are \$1,500 per day + consultant travel-related expenses.

Candidate Orientation

An S&A representative will conduct an onsite candidate orientation session to familiarize candidates with the oral interview and assessment exercise (where applicable) processes. If desired, two sessions could be conducted on the same day (a morning and afternoon session to accommodate candidates' schedules). General information regarding the possible content and structure of oral interview questions and assessment exercises will be provided along with tips and characteristics of effective responses. The candidate orientation would also include a mock candidate or candidates responding to questions actually employed in past promotional processes in the City of Franklin. Mock candidates would be coached on how to respond in order to provide candidates with additional insights regarding the characteristics of more effective responses. Mock candidates would be coached to provide an example of an effective response, and the different ways in which candidates might deliver ineffective responses, providing further instruction to candidates about how to maximize performance and avoid common pitfalls. Participants would then see the evaluation guidelines



associated with some of the questions used in past processes to better understand the rating process, and how raters assign ratings based on candidates' responses.

Candidate Orientation Fees

Fees for the candidate orientation session(s) would be \$1,500 per day, for one or two orientation sessions, plus \$500 for materials assembly and preparation.

Additional Assumptions Across Promotional Process Components

- If needed, additional administrative time and/or consulting (e.g., responding to candidate challenges/grievances, litigation support, expert witness testimony, depositions, statistical analyses, attending special meetings, responding to agency or candidate queries after the score report is delivered, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelors and Masters-level staff and \$250.00 per hour for Ph.D.-level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administrative rate of \$30 per hour. All shipping and handling, printing, and travel-related expenses will be kept to a minimum and billed as incurred.
- The Franklin Police Department, or the City will be responsible for securing a location for all process administrations.
- A contact person for the project will be designated who is responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings with internal SMEs and external assessors (if applicable). We anticipate this contact person to be the City's Director of Human Resources or designee.
- While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel and/or the client agency's legal counsel to ensure processes and procedures adhere to local rules (e.g., civil service commission rules, bargaining agreements, etc.).
- S&A invoices for one-half payment up front and the other half upon project completion.
- The parties agree that all documentation written on by the raters or candidates are subject to the Tennessee Open Records Act and will be provided to the Human Relations Department at the conclusion of each process.

Thank you for your consideration. We look forward to the prospect of working with you on this important project. If you have any questions, please feel free to contact me.

Best regards,

Brian C. Kitzman, Ph.D.
Vice President

To accept the project steps and terms, please sign and date below and return to me via email (bkitzman@stanard.com) or fax (312.553.0218).



Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Stanard & Associates, Inc.
309 West Washington Street
Suite 10000
Chicago, IL 60606

City of Franklin Human Resources Department
ATTN: Kevin Townsel, Director of Human Resources
109 3rd Avenue South
Franklin, TN 37064
3. **Indemnification**. **Stanard & Associates, Inc.**, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless *any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.*
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between **Stanard & Associates, Inc.**, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. **Survival**. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. **Applicable Law; Choice of Forum/Venue**. This Agreement is 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 solely in the Courts of Williamson County, TN.



By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.

Dr. Ken Moore, Mayor
City of Franklin

Date

Approved as to Form by:

Tiffani M. Pope, Staff Attorney

Stanard & Associates, Inc. /s/

Date

Printed Name, Title

RESOLUTION 2018-58, AS AMENDED

TO BE ENTITLED: "A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR CHRIST COMMUNITY CHURCH, FOR THE PROPERTY LOCATED WEST OF HILLSBORO ROAD AND SOUTH OF THE HARPETH RIVER (1215 HILLSBORO ROAD)."

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2018-30; and

WHEREAS, the Planned Unit Development (PUD) process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

- (a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;
- (c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;
- (d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
- (e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by BOMA, after a public hearing and a recommendation by the Franklin Municipal Planning Commission; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA will initiate a vesting period during which the development standards adopted by the City and in effect on the date of approval shall remain the standards applicable to the approved Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That the legal description of the property included in the Development Plan is as follows:

PREMISES CONSIDERED	
Map-Parcel	Acres
052---00700	49.10
Total	49.10

A certain tract of land being located in Franklin, Williamson County, Tennessee, and being more particularly described according to a survey dated April 23, 1999, revised May 19, 1999, prepared by R. Scot Cherry, RLS #1512, Cherry Land Surveying, 622 West Iris, Nashville, Tennessee 37204, as follows:

Beginning at an iron rod set in the westerly right-of-way of Hillsboro Road, right-of-way varies, also being a common corner with Anderton Family Partnerships, LP and Brownland Inc. as recorded in Deed Book 1380, page 969, in the Register's Office of Williamson County;

Thence leaving the westerly right-of-way of Hillsboro Road, with Anderton Family Partnerships, LP and Brownland Inc. North 85 deg. 29 min. 52 sec. West, 662.08 feet to an iron rod set, a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 78 deg. 59 min. 52 sec. West, 1230.90 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 02 deg. 15 min. 45 sec. East, 713.65 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc. being located on the South bank of the Harpeth River;

Thence the following bearings and distances with the Harpeth River North 83 deg. 20 min. 40 sec. East, 151.80 feet to an iron rod set;

North 71 deg. 55 min. 03 sec. East, 528.00 feet to an iron rod set, thence North 55 deg. 14 min. 51 sec. East, 334.02 feet to an iron rod set, thence North 35 deg. 57 min. 07 sec. East, 666.77 feet to an iron rod set, thence North 25 deg. 11 min. 19 sec. East, 231.58 feet to an iron rod set on the Westerly right-of-way of Hillsboro Road;

Thence the following bearings and distances with the right-of-way of Hillsboro Road South 11 deg. 35 min. 25 sec. East, 939.86 feet to an iron rod set;

Thence South 78 deg. 24 min. 04 sec. West 12 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 165.73 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 1,057.31 feet to the point of beginning and containing 2,162,254.08 square feet or 49.10 acres more or less.

Being the property conveyed to Thompson, Inc., by deed of record in Deed Book 652, page 924, of the Register's Office for Williamson County, Tennessee.

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements for the Christ Community Church PUD Subdivision are as follows:

Entitlements	Christ Community Church PUD Subdivision
Base Zone District	Civic - Institutional
Character Area Overlay	BCCO-5
Other Zoning Overlays	FFO, FWO
Development Standard	Conventional
Number of Dwelling Units	N/A
Number of Nonresidential Square Footage	141,000 SF
Number of Hotel Rooms	0

SECTION IV. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2018-30, on third and final reading, the health, safety, and welfare of the citizens requiring it.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

NEIGHBORHOOD MEETING:

PLANNING COMMISSION RECOMMENDED APPROVAL:

___7/26/2018___

PUBLIC HEARING AND BOMA APPROVAL

AS AMENDED CHANGING EAST to read WEST:

CHRIST COMMUNITY CHURCH PUD SUBDIVISION
 RESOLUTION 2018-58
 ORDINANCE 2018-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/26/2018

Site

Project Information

Existing Zoning: Estate Residential (ER)
 Proposed Zoning: Civic Institutional
 Existing Land Use: Church
 Proposed Land Use: Church
 Character Area: BCCO-5
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 49.10 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 3 stories

- | | |
|---|---|
|  Christ Community Church |  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 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 |



0 375 750 1,500
 Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
 All data and materials (c) copyright 2018. All rights reserved.

CONDITIONS OF APPROVAL:

Open Issues: 5 These issues are currently being filtered

Fire-Planning

[Christ Community Church - submittal 001.pdf](#)

6. Fire Protection

geoffw@franklinn.gov

The applicant has not addressed the original issue from 5/1/2018.

As a result of increased building square footage on the site:

The applicant shall provide the results a full fire demand flow test (two hydrant).

The flow test must be performed within six (6) months of submittal date to be considered valid. Seasonal fluctuations should be discussed with the appropriate water utility based on the project's address/location. A 25% drop in pressure from static to residual should be achieved. This may require more than one hydrant to be opened and flowed. The fire inspector witnessing the test may elect to have different hydrants tested based on public vs private hydrant locations or select hydrants more optimal to the project site.

Fire flow requirements in the International Fire Code shall be met as a minimum.

The minimum information required shall include:

1. Date and time of test.
2. Names and agency of those who performed the test and witnessed the test.
3. Hydrant locations (flow hydrant and test hydrant) depicted on a map.
4. Static pressure of both hydrants prior to test.
5. Residual pressure of test hydrant during test.
5. Pitot pressure of flow hydrant during test.
6. Gallons per minute at test pressure.
7. Gallons per minute at 20 psi.

A fire inspector must be contacted to witness the test (subject to their availability). Please call 615-791-3270 to speak with an inspector. The primary inspector for this project location is Fire Inspector Curt Edelmann.

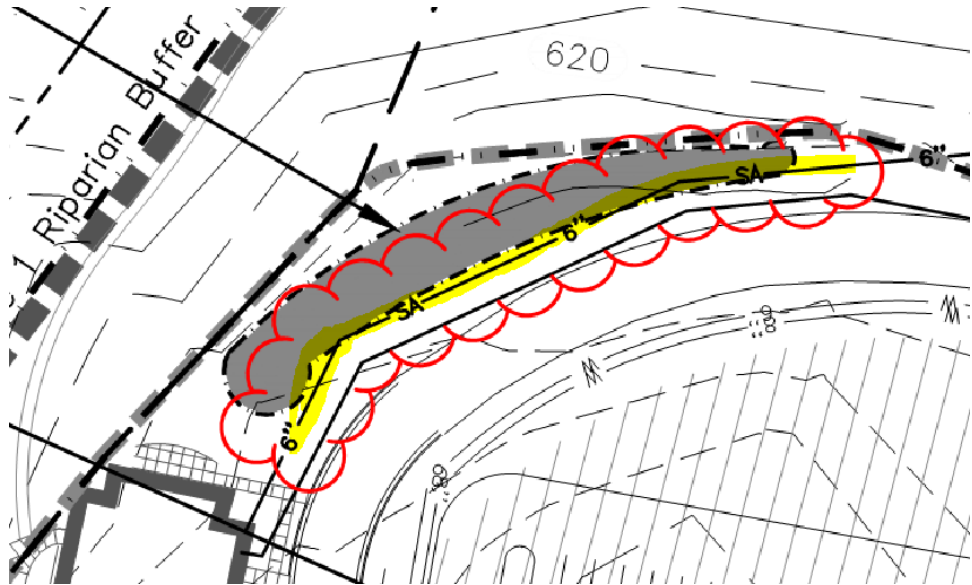
Water/Sewer

[Christ Community Church PUD Subdivision.pdf](#)

38. Domestic Water Service

ben.mcneil@franklintn.gov

The applicant has addressed the water connection issue and has shown the correct water layout, but in doing so has relocated the sanitary sewer service line to be in conflict with the proposed bio retention area. The sanitary sewer service shall be designed to be clear of the bio retention area and clear of storm water features. The applicant shall revise for the one stop submittal.



Zoning

General Issues

31. FFO

shanna.mccoy@franklintn.gov

Comment to remain open as project note:

The applicant shall obtain a floodplain development permit prior to any disturbance of the FFO.

33. FFO/FEMA

shanna.mccoy@franklintn.gov

Comment to remain open as project note:

The applicant shall obtain a letter of map amendment from FEMA for any flood plain alteration.

34. FFO

shanna.mccoy@franklintn.gov

Comment to remain open as project note:

Once the LOMR is approved by FEMA it must be approved by BZA.

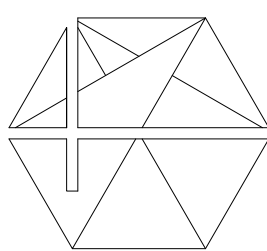


**MATHENY
GOLDMON**

ARCHITECTURE + INTERIORS

108 WOODSON STREET
HUNTSVILLE, ALABAMA 35801
(256) 532-0909
(256) 532-0928- Fax

CHRIST COMMUNITY CHURCH
PUD SUBDIVISION
1215 HILLSBORO ROAD
FRANKLIN, TENNESSEE 37069

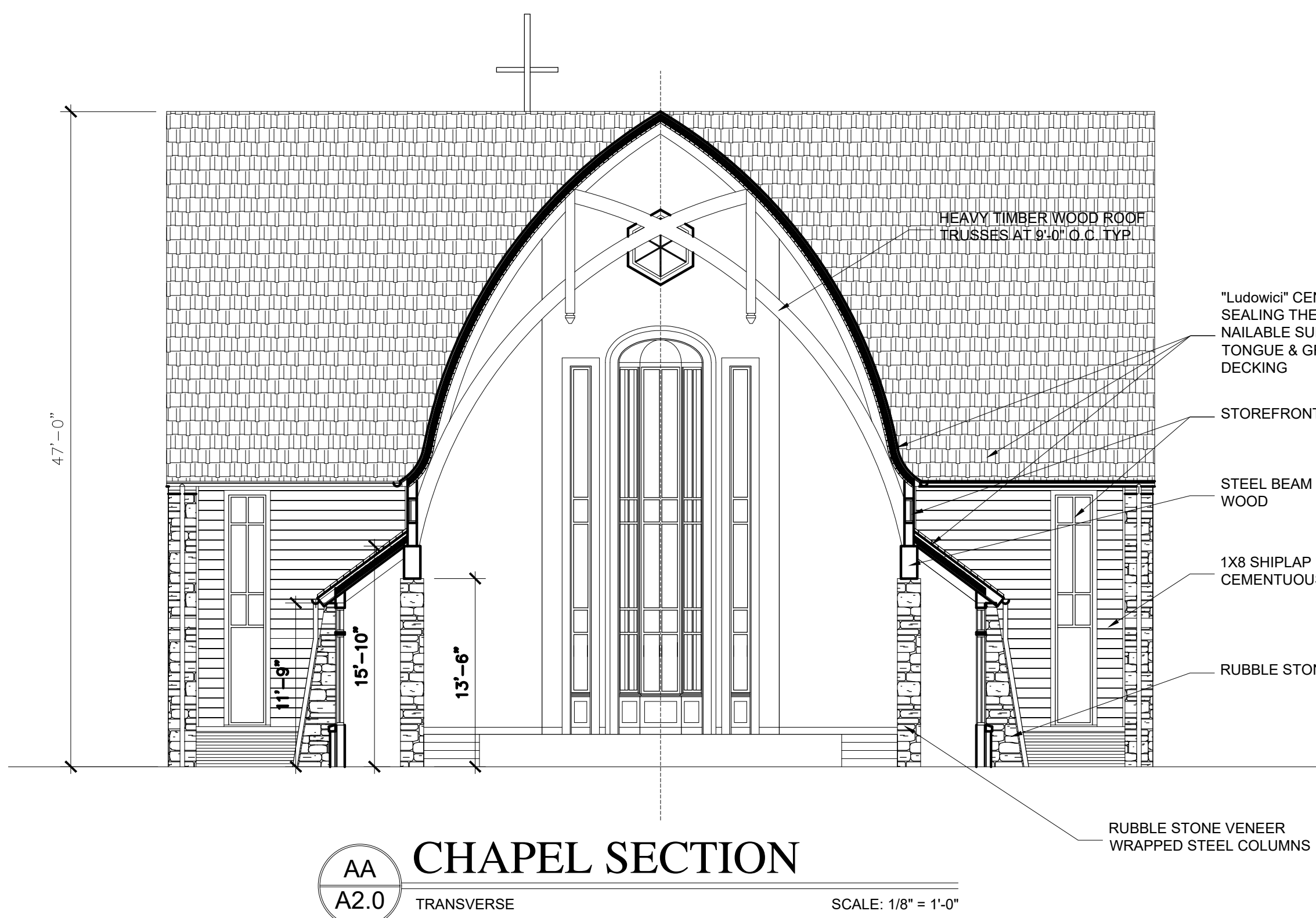


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DRAWN:	DLC
CHECKED:	-
DATE:	JUNE 07, 2018
REVISIONS:	

SHEET TITLE
XXXXX XXXXX

A2.0

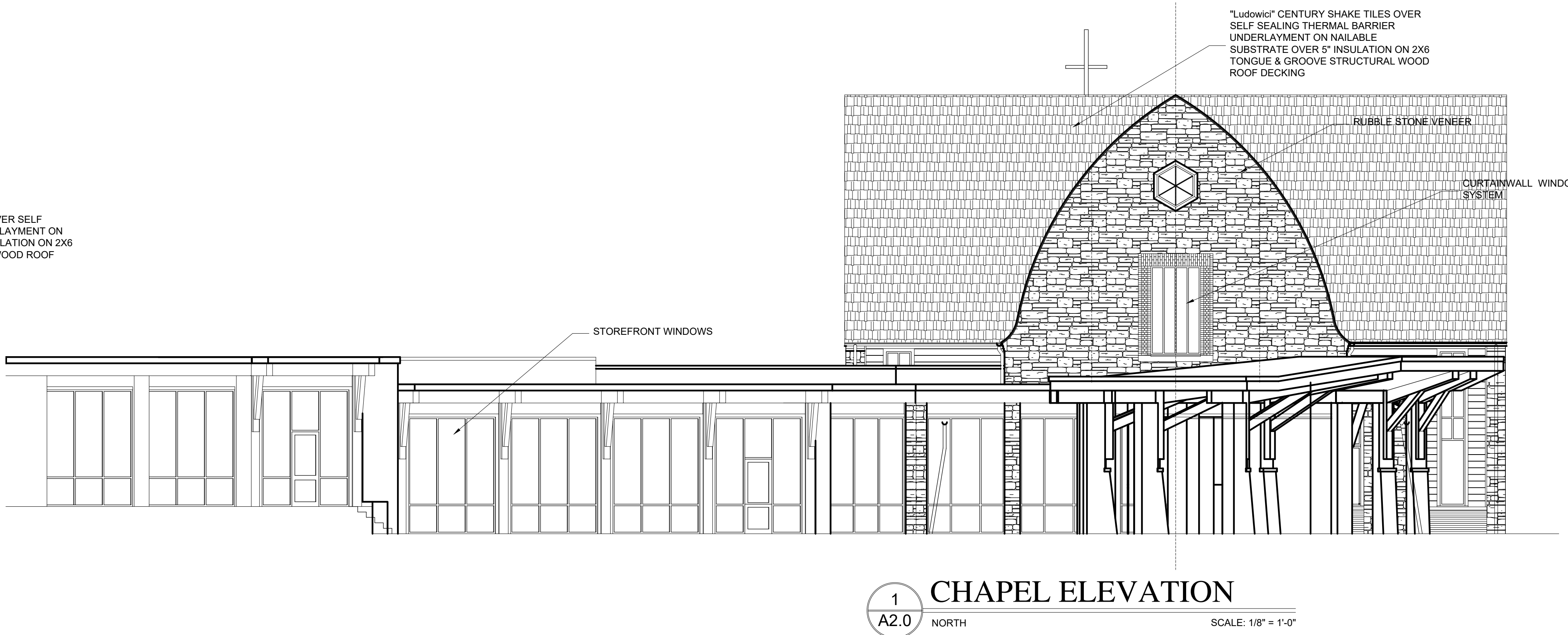
Total Sheets in Set = x



CHAPEL SECTION

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A2.0
TRANSVERSE

SCALE: 1/8" = 1'-0"



CHAPEL ELEVATION

1
A2.0
NORTH

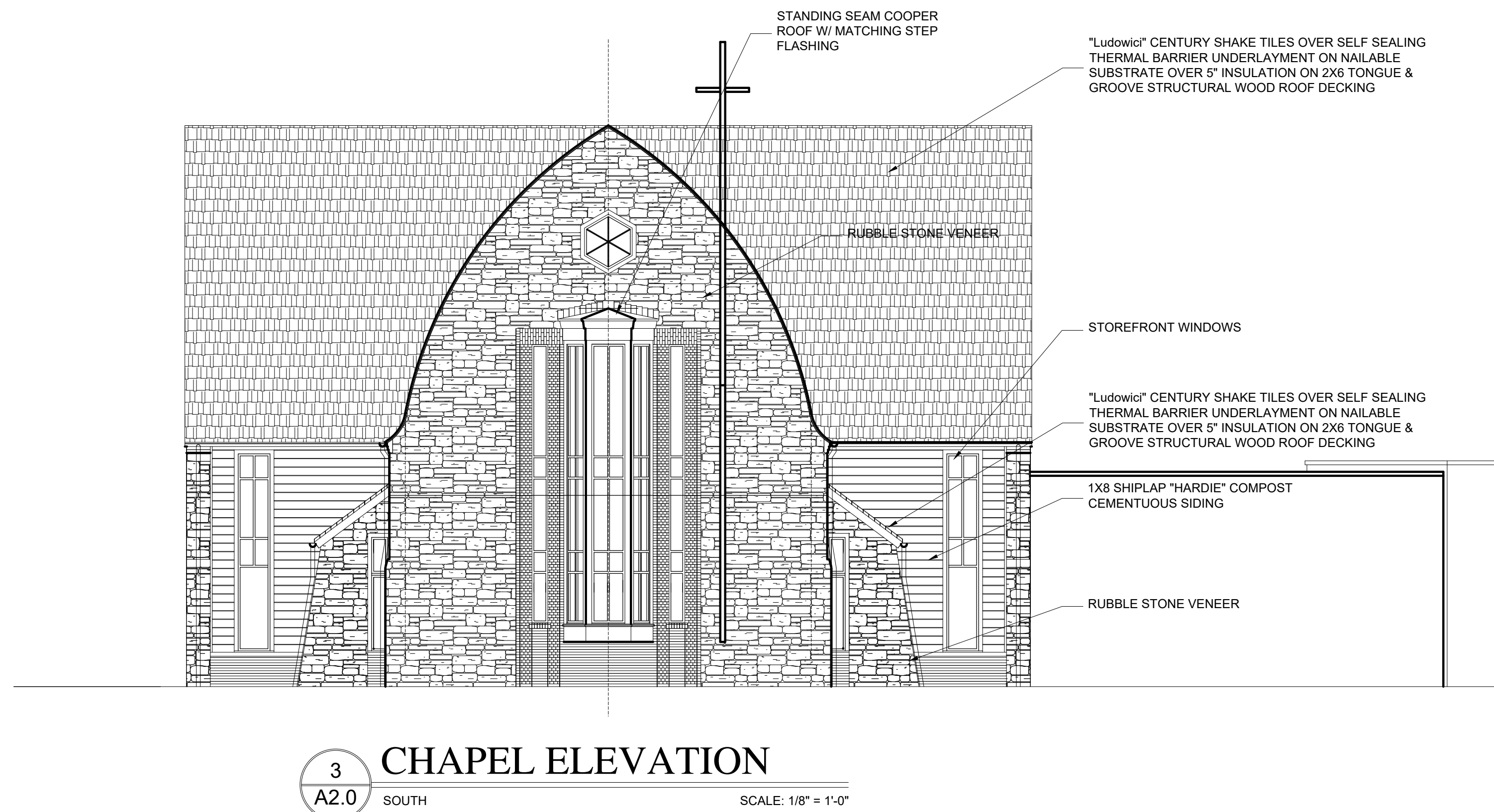
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CHAPEL ELEVATION

2
A2.0
WEST

SCALE: 1/8" = 1'-0"



CHAPEL ELEVATION

3
A2.0
SOUTH

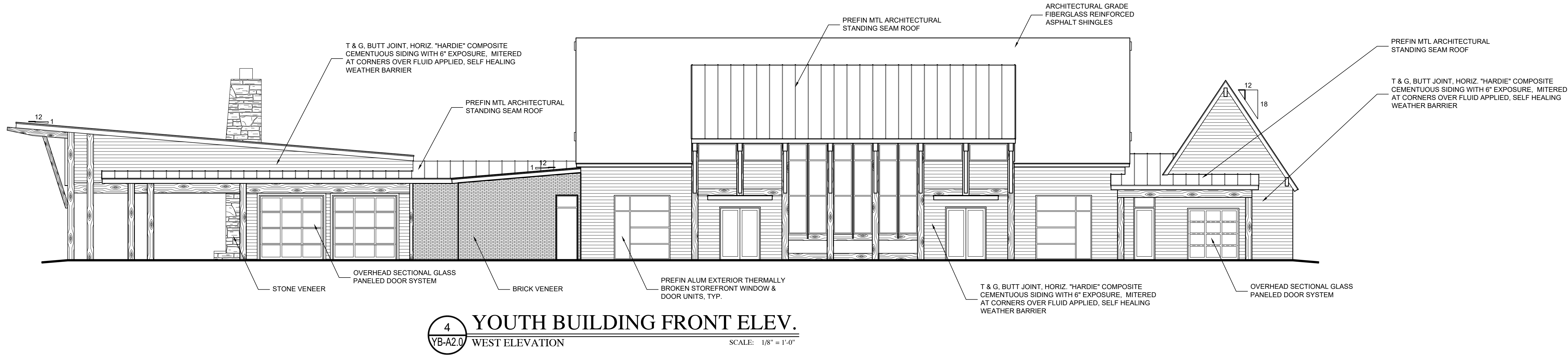
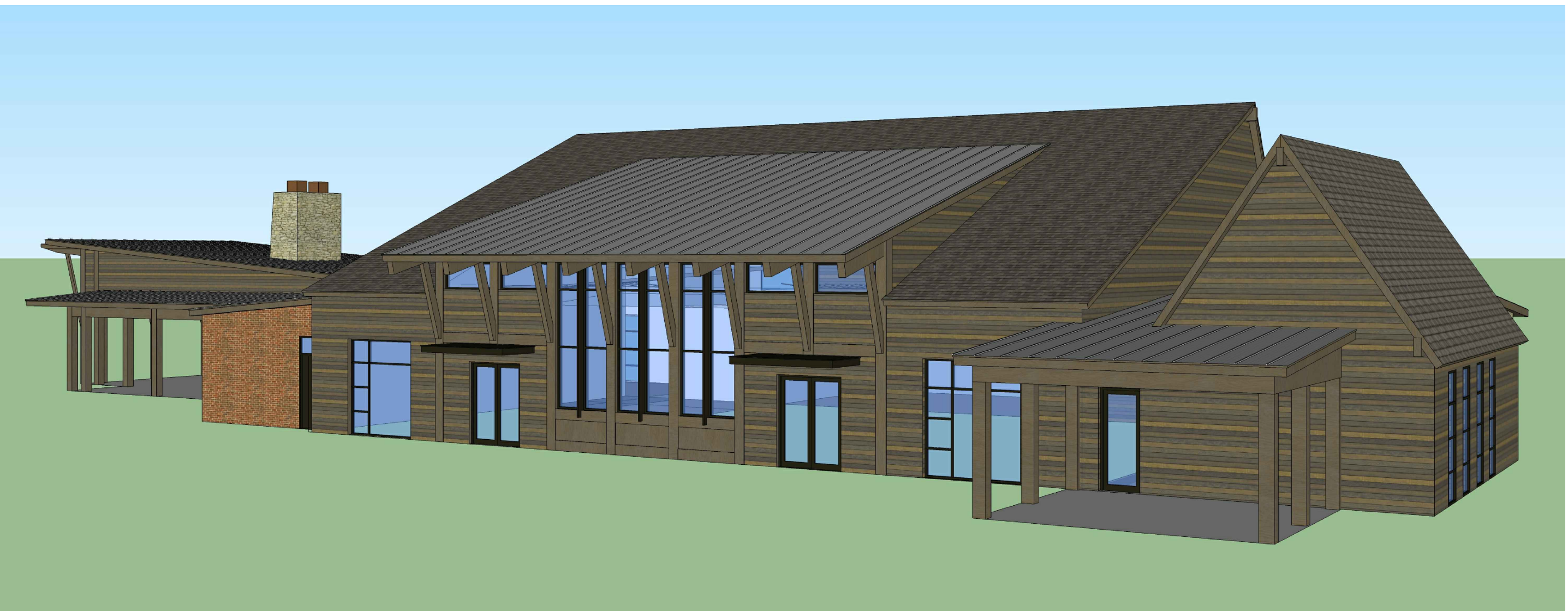
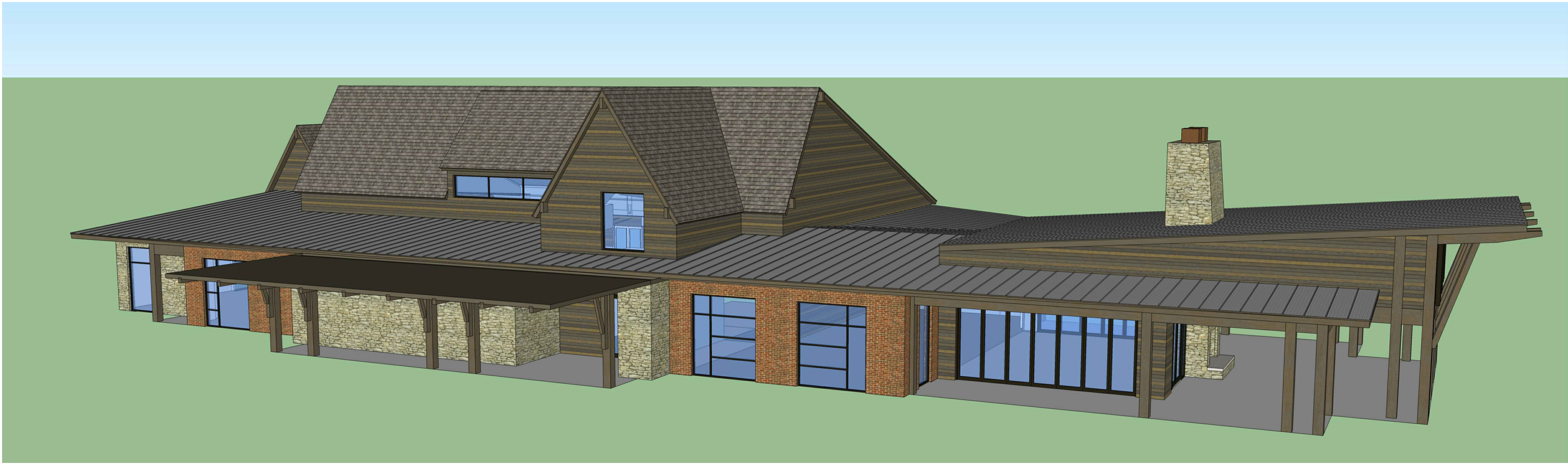
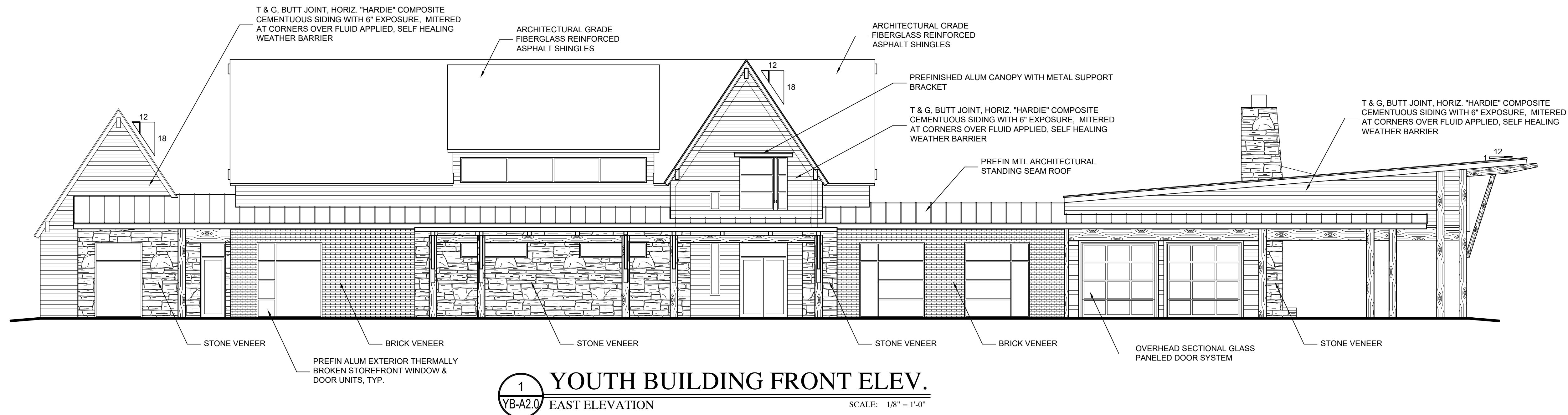
SCALE: 1/8" = 1'-0"



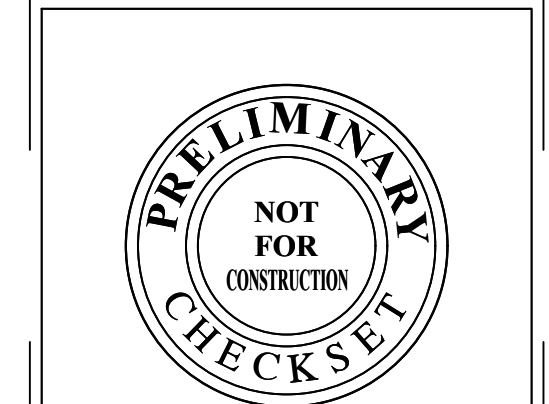
CHAPEL ELEVATION

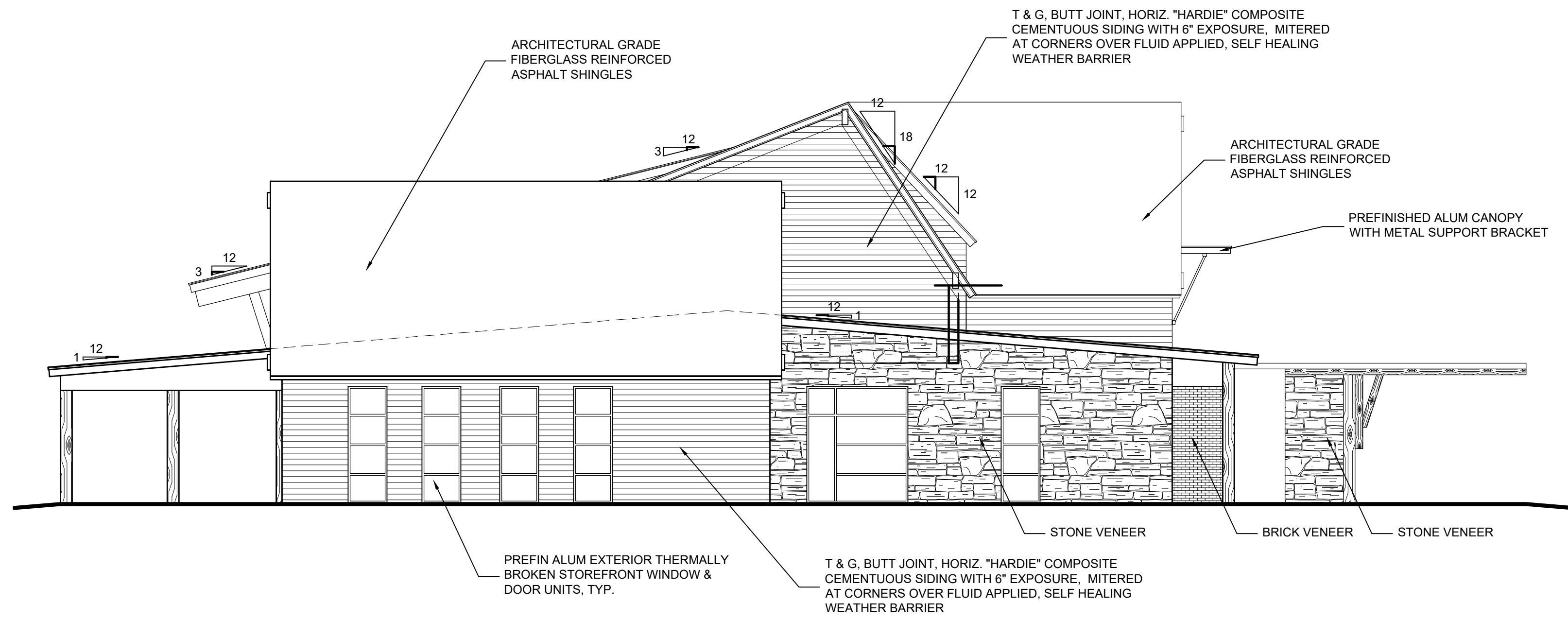
4
A2.0
EAST

SCALE: 1/8" = 1'-0"

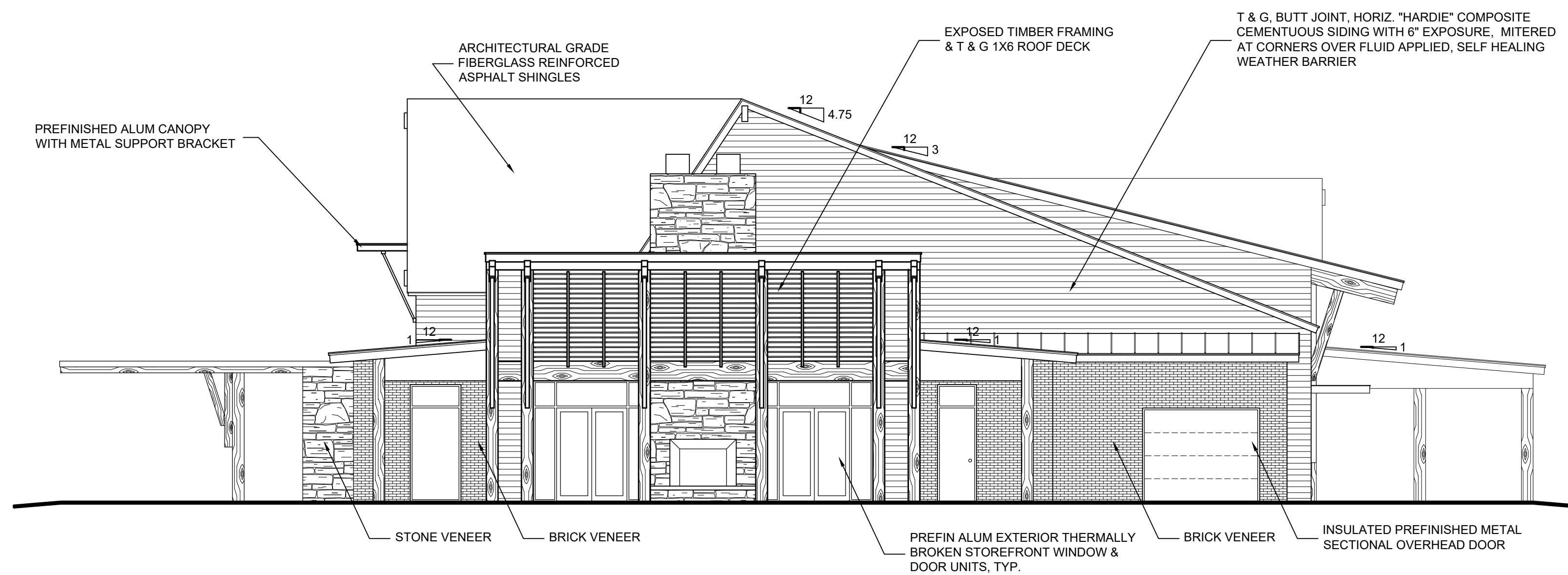
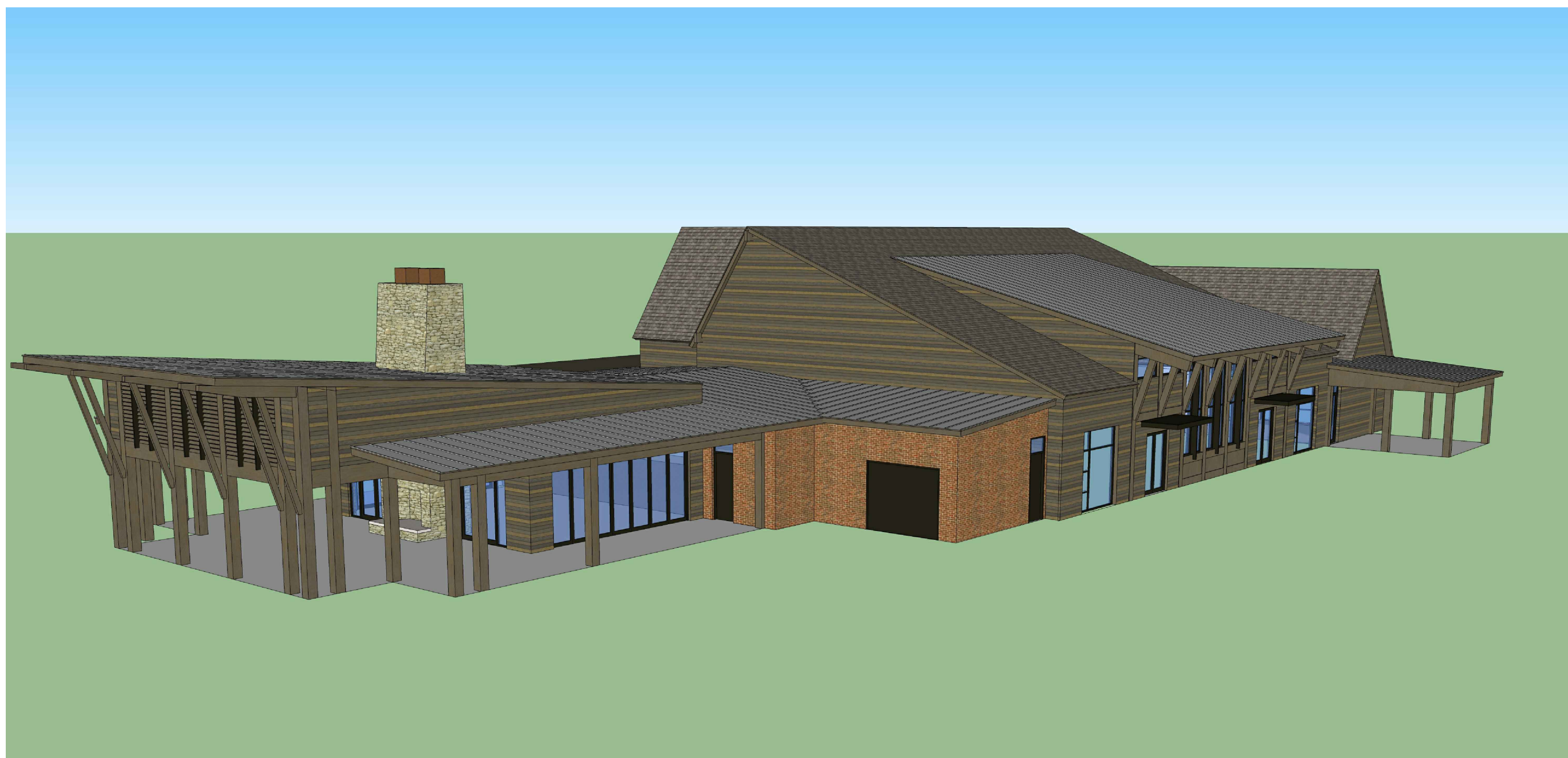
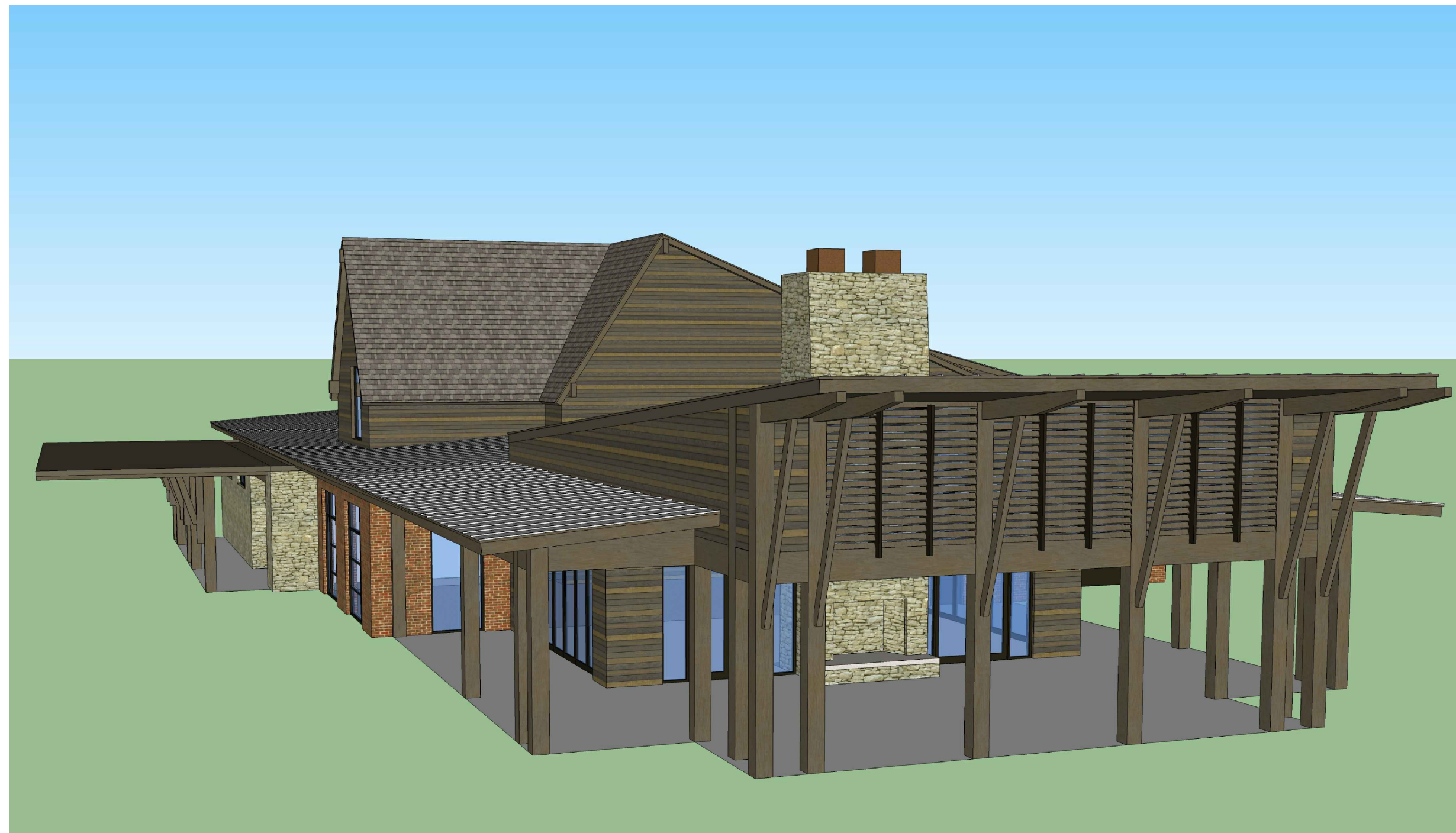
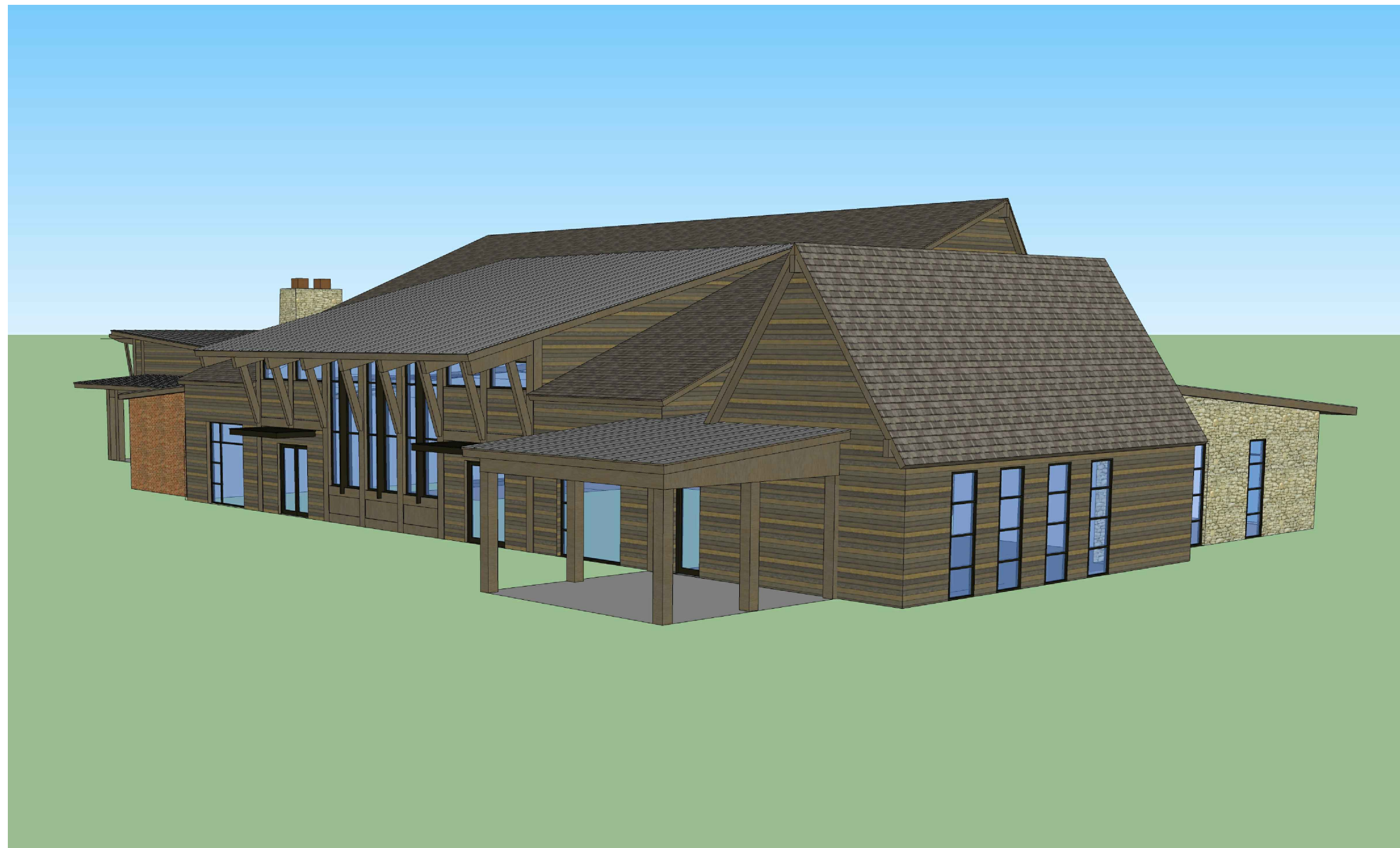


PROJECT:	1616
DRAWN:	CEM
CHECKED:	HPM
DATE:	JUNE 07, 2018
REVISIONS:	

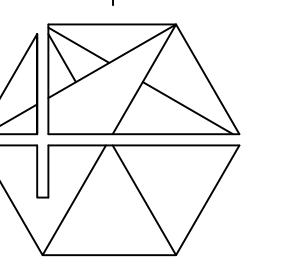




2 YOUTH BUILDING LEFT ELEV.
VB-A2.0 SOUTH ELEVATION SCALE: 1/8" = 1'-0"



3 YOUTH BUILDING RIGHT ELEV.
VB-A2.0 NORTH ELEVATION SCALE: 1/8" = 1'-0"



PROJECT:	1616
DRAWN:	CEM
CHECKED:	HPM
DATE:	JUNE 07, 2018
REVISIONS:	



Christ Community Church PUD Subdivision

PUD Development Plan

COF Project # 6751

1215 Hillsboro Road

Being Parcel 7 on Tax Map 52

Franklin, Williamson County, Tennessee

TOTAL AREA = 48.996 ACRES
= 2,134,257.987 S.F.

Date: June 8, 2018

Sheet Schedule

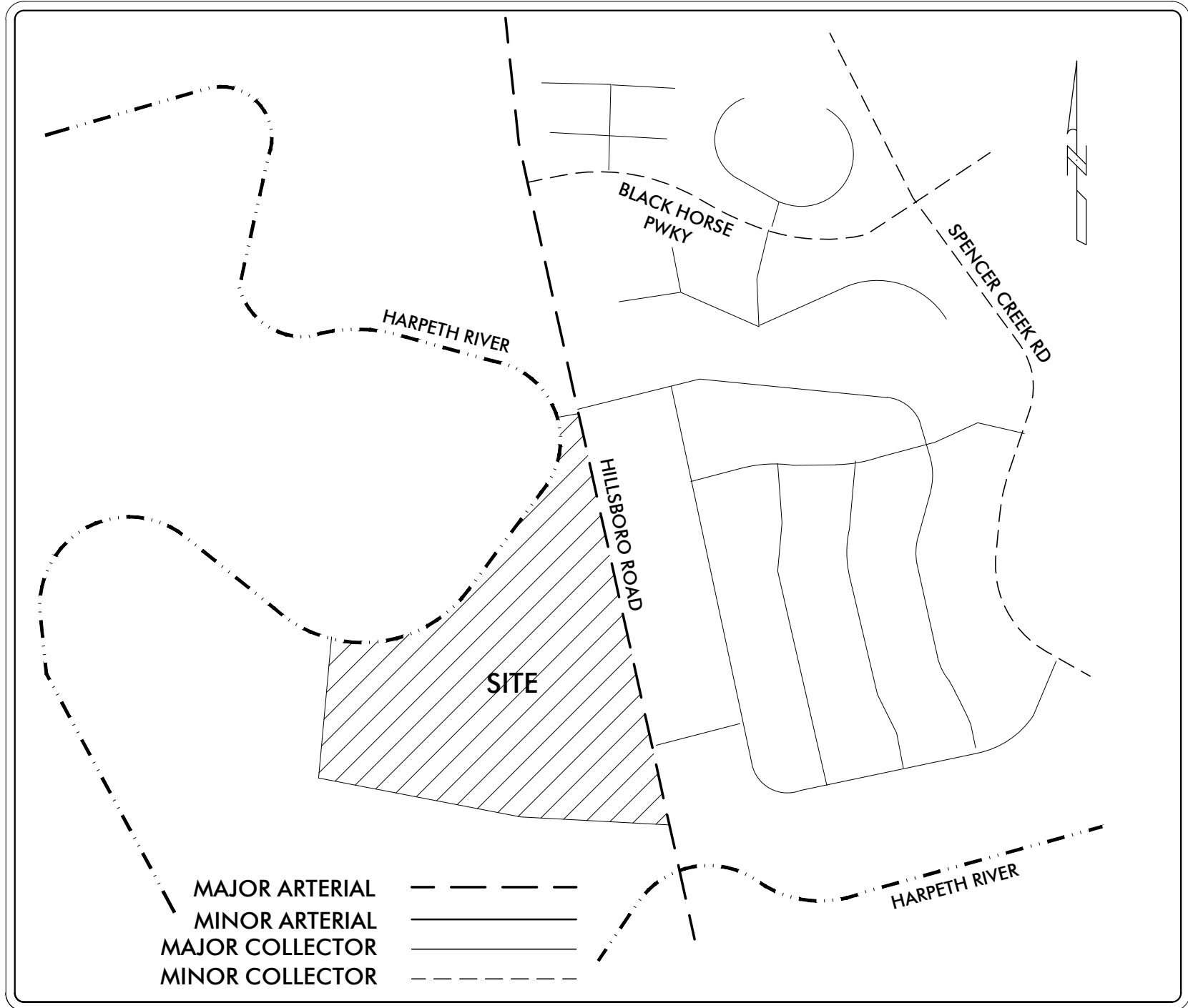
C0.0 Cover Sheet

C1.0 Existing Conditions Plan

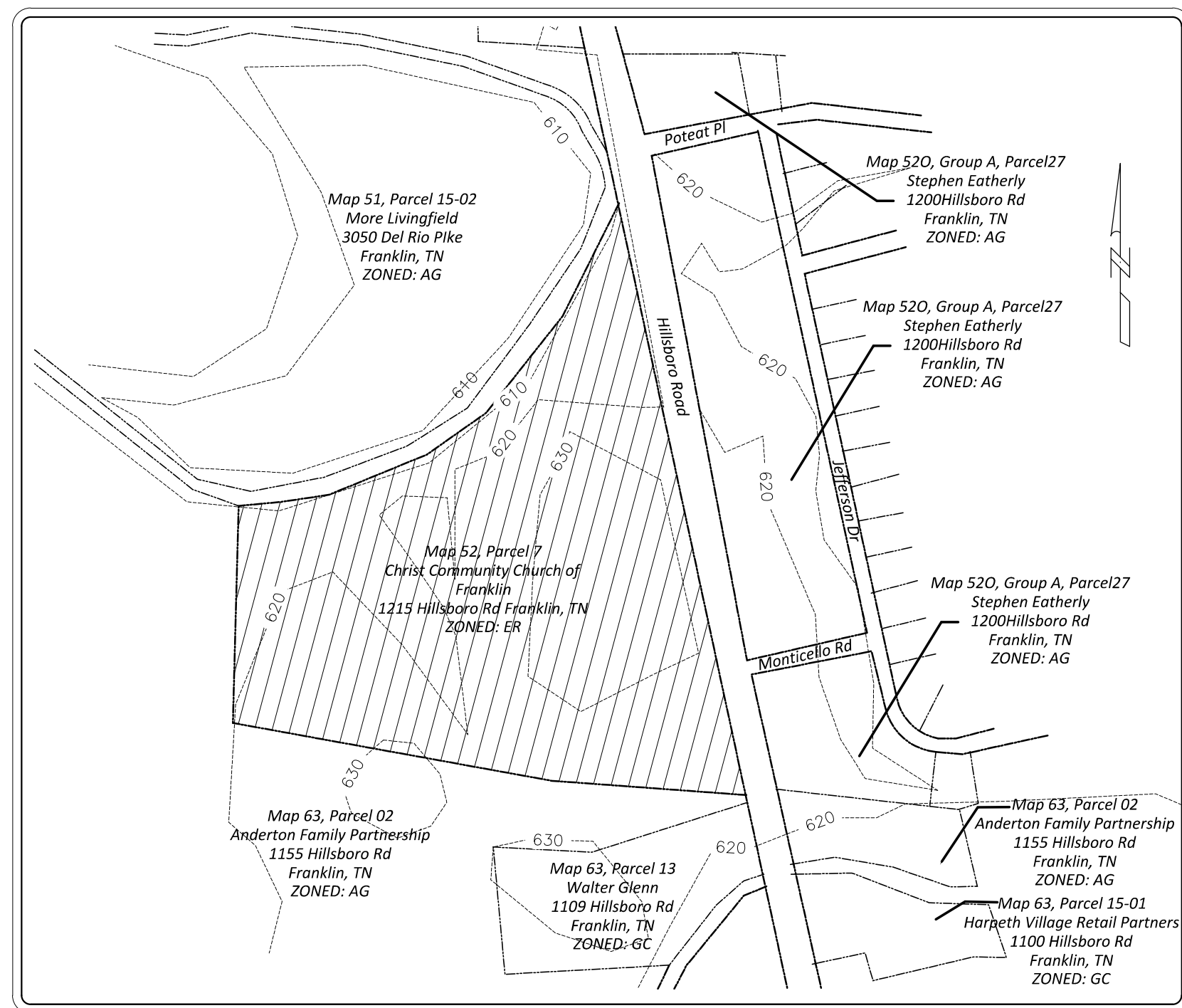
C2.0 Development Plan

C3.0 Overall Grading Plan

C4.0 Overall Utility Plan



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1" = 500'

Site Data

PROJECT NAME:	Christ Community Church PUD Subdivision	
CITY OF FRANKLIN PROJECT #	6751	
SUBDIVISION:	-----	
LOT NUMBER:	-----	
ADDRESS:	1215 Hillsboro Rd	
CITY:	Franklin	
COUNTY:	Williamson County	
STATE:	Tennessee	
ALDERMANIC WARD:	2	
EXISTING ZONING & CHARACTER OV:	ER	(BCCO-5)
PROPOSED ZONING:	CI	
OTHER APPLICABLE OVERLAYS:	FWO and FFO	
APPLICABLE DEVELOPMENT STANDARDS:	Conventional	
EXISTING & PROPOSED USE:	Church, assembly hall, daycare, community garden, park/recreational, counseling center	
ACREAGE OF SITE/PROJECT AREA:	2,134,257.987 S.F. / 48.996 ACRES	

MINIMUM REQUIRED SETBACK LINES (based on CI Zoning):	
FRONT SETBACK:	20'
SIDE YARD:	10'
REAR YARD:	25'
BUILDING HEIGHT:	4 Stories (56' Max Height)
DEVELOPER:	Christ Community Church of Franklin
ADDRESS:	1215 Hillsboro Road Franklin, TN 37069
EMAIL ADDRESS:	steve.kuhn@sevansolutions.com
CONTACT NAME:	Steve Kuhn
APPLICANT:	Dale and Associates, Inc.
ADDRESS:	516 Heather Place, Nashville 37204
PHONE NUMBER:	297-5166 Ext. 104
FAX NUMBER:	269-7905
E-MAIL ADDRESS:	Adam@dalcandassociates.net
CONTACT NAME:	Adam Seger, PE
BUILDING FOOTPRINT:	Existing (Total) - 62,000 SF Proposed (Total) - 141,000 SF
BUILDING SQUARE FOOTAGE:	Existing (Main Building) - 77,960 SF Proposed (Main Building) - 128,660 SF Proposed (Youth Building) - 15,415 SF Proposed (Chapel) - 9,800 SF Proposed (Rec. Building) - 4,500 SF

Site Description/Purpose Note:

Christ Community Church is an existing active religious institution. The church has been in this same location since 2001 and the property is zoned ER (Estate Residential). The property is currently being used as a place of worship, an assembly, a daycare, a community garden, a park/recreational area, a counseling center, and a group meeting place.

The purpose of this rezone and PUD is to do two things. One, the property is being rezoned to CI (Civic Institution) to change the underlying zoning to a more appropriate zoning for these uses. Two, the church intends to add on to the facilities, and a new overall Master Plan is being proposed for full future build-out, and a PUD is being introduced on the property to outline this new Master Plan. The new Master Plan is not intended to be an exact build-out, but is intended to show the approximate areas of new buildings and building additions and parking additions. The uses of the property shall remain predominantly the same and will all be covered under the new CI zoning.

Electric Service

Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Gas Service

Piedmont Natural Gas
www.piedmontng.com

Water Service

City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service

City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Utility Location

Tennessee One-Call
800.351.1111

Property Information

1215 Hillsboro Road
Franklin, TN 37069
Tax Map 52, Parcel 7
Zoned: ER

Owner

Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Developer

Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Civil Engineer

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by

Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Architect

Matheny Goldmon Architecture + Interiors
108 Woodson Street
Huntsville, Alabama 35801
265.532.0909

Drawing Date:
June 8, 2018

Revisions:

Christ Community Church PUD Subdivision

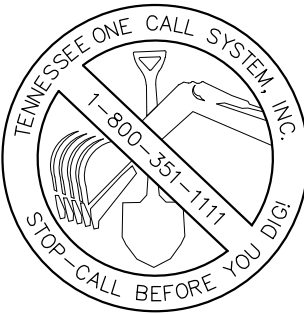
Being Parcel 7 on Tax Map 52

1215 Hillsboro Road

Franklin, Williamson County, Tennessee



PERMITS:



Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

D&A Project #17084
Christ Community Church

C0.0

Sheet 1 of 5

Cover Sheet

Electric Service
Middle Tennessee Electric
Membership Corporation
2156 Edward Cud Lane
Franklin, Tennessee 37067
615.794.1102

Gas Service
Piedmont Natural Gas
www.piedmontng.com

Water Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Property Information
1215 Hillsboro Road
Franklin, TN 37069
Tax Map 52, Parcel 7
Zoned: ER

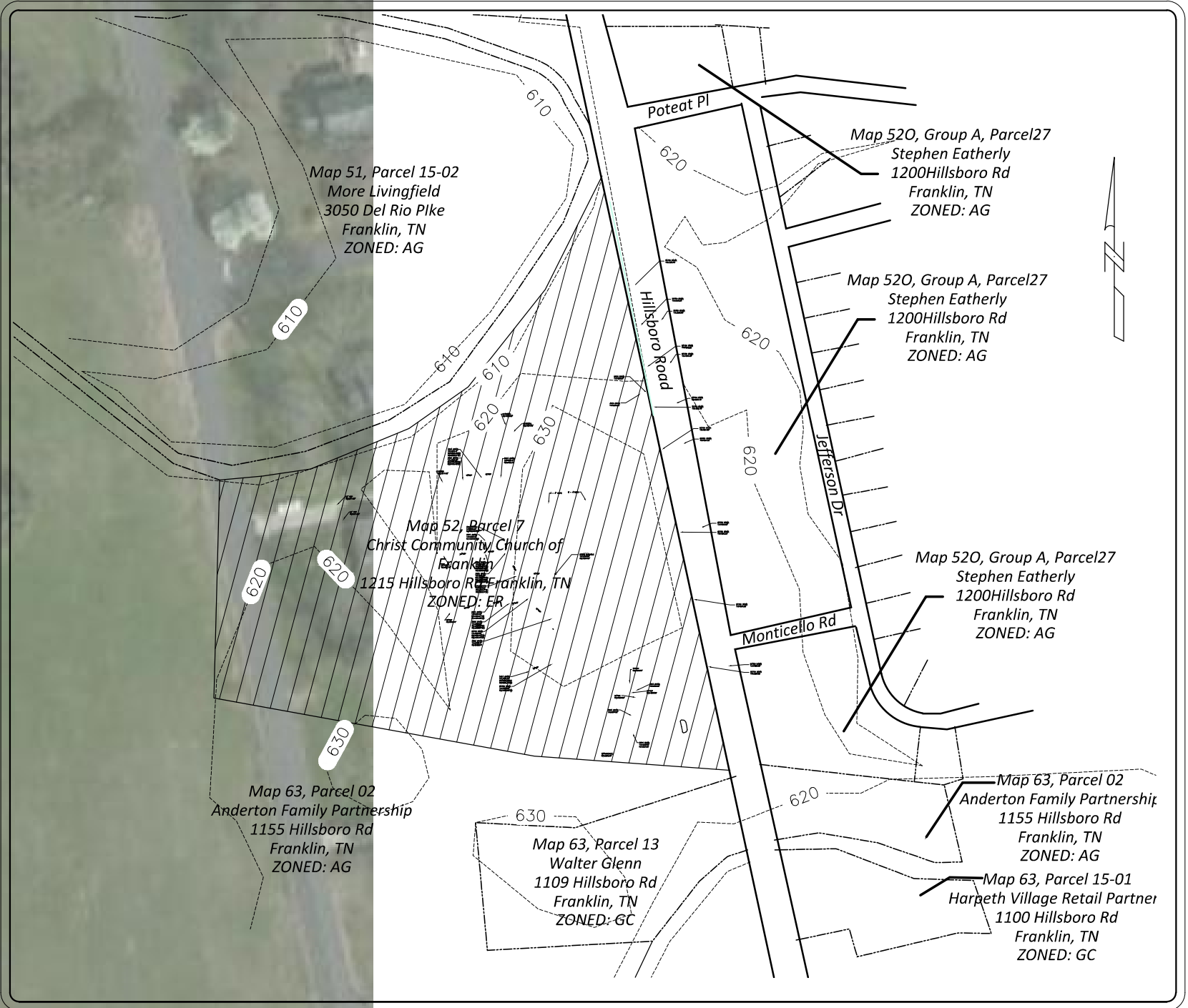
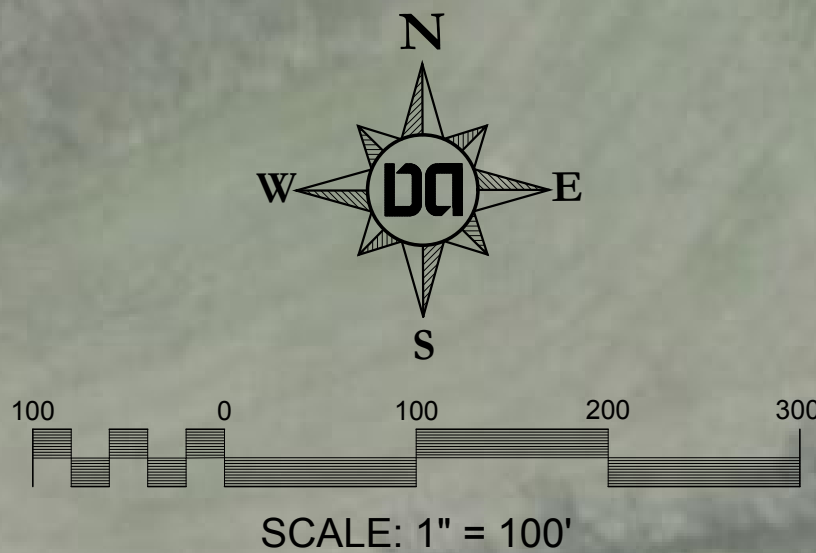
Owner
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Developer
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Survey Provided by
Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Floodnote
This Property Does Lie Within a Flood Hazard
Area as Depicted on the Current Flood
Insurance Rate Maps (FIRM) Number
47187C0184G. Dated December 22, 2016



VICINITY MAP
SCALE: 1" = 500'

Site Data

PROJECT NAME:	Christ Community Church
CITY OF FRANKLIN PROJECT #	6751
SUBDIVISION:	----
LOT NUMBER:	----
ADDRESS:	1215 Hillsboro Rd
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
ALDERMANIC WARD:	2
EXISTING ZONING & CHARACTER OV:	ER (BCCO-5)
OTHER APPLICABLE OVERLAYS:	FWD and FFO
APPLICABLE DEVELOPMENT STANDARDS:	Conventional
ACREAGE OF SITE/PROJECT AREA:	2,134,257.987 S.F. / 48.99 ACRES
EXISTING USE:	Church, assembly hall, daycare, community garden, park/recreational, counseling center
EXISTING REQUIRED SETBACK LINES (based on ER Zoning):	
FRONT SETBACK:	100'
SIDE YARD:	35'
REAR YARD:	65'
BUILDING FOOTPRINT:	Existing - 62,000 SF
BUILDING SQUARE FOOTAGE:	Existing - 77,960 SF

Survey Note:

Field run Survey completed on
5/23/2018 by Dale & Associates.

Existing Grading and Drainage Data Chart

- Site Area: 48.99 Acres
- Impervious Area: 8 Acres Existing
- Soil Type: 80% Type B, 20% Type A
- Wooded Area: 2 Acres
- Site Outfall: Site Drains Directly into the Harpeth River
- Stormwater Infrastructure: An Existing Detention Pond currently treats the site for detention by routing a portion of the impervious infrastructure on Site, as well as approximately 10 Acres of offsite runoff. The pond provides approximately 550,000 Cubic Feet in Storage, and was designed to treat the development at full build out.

Buffer Note:

There shall be no mowing, clearing, grading, construction, storage or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee.

Existing Conditions Plan

Drawing Date:
June 8, 2018

Revisions:

Christ Community Church PUD Subdivision

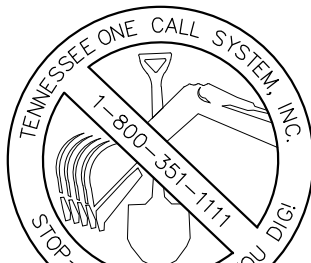
Being Parcel 7 on Tax Map 52

1215 Hillsboro Road

Franklin, Williamson County, Tennessee



PERMITS:



Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #17084
Christ Community Church

C1.0

Sheet 2 of 5

Development Plan

Electric Service
Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Gas Service
Piedmont Natural Gas
www.piedmontng.com

Water Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Property Information
1215 Hillsboro Road
Franklin, TN 37069
Tax Map 52, Parcel 7
Zoned: ER

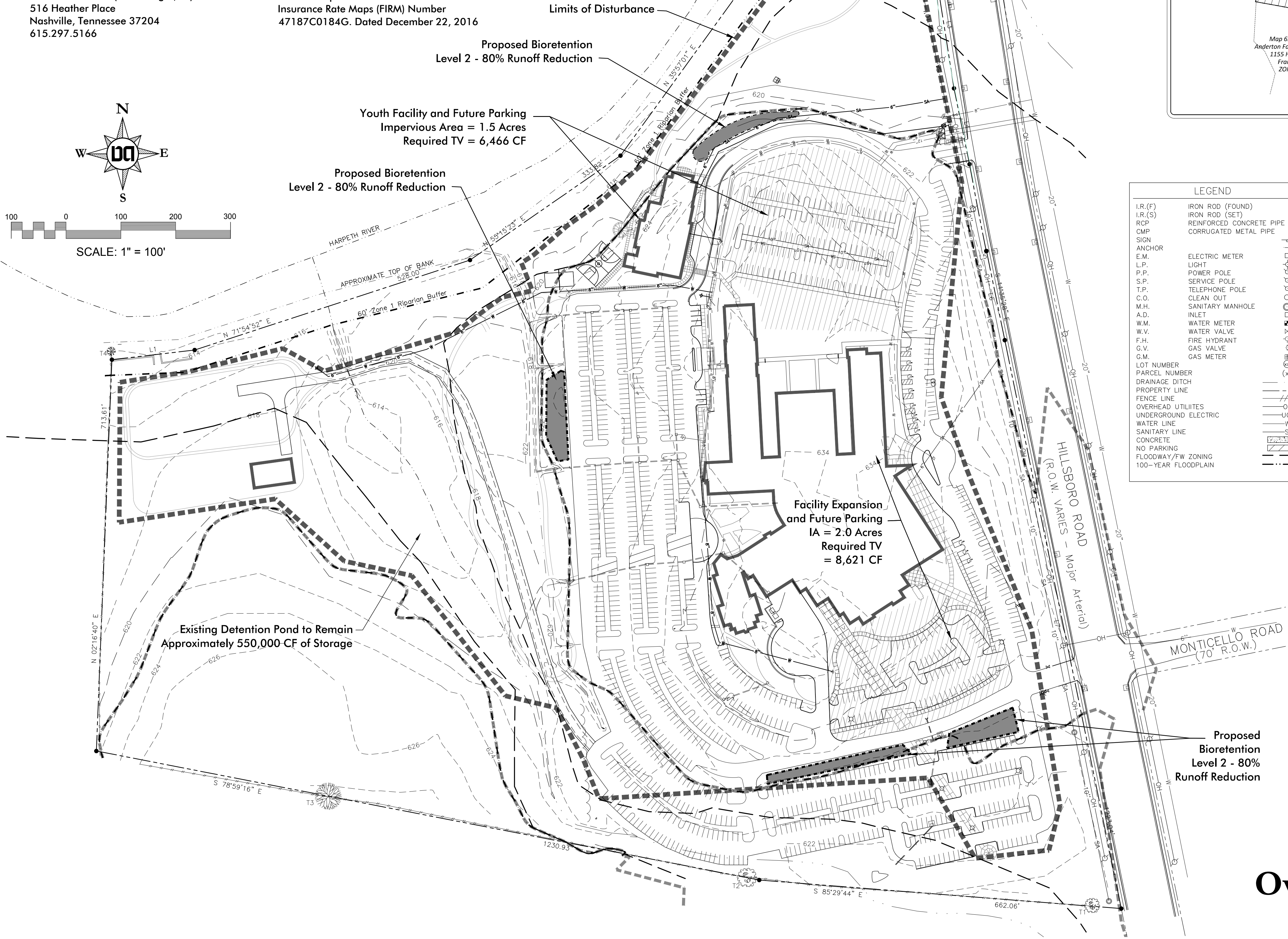
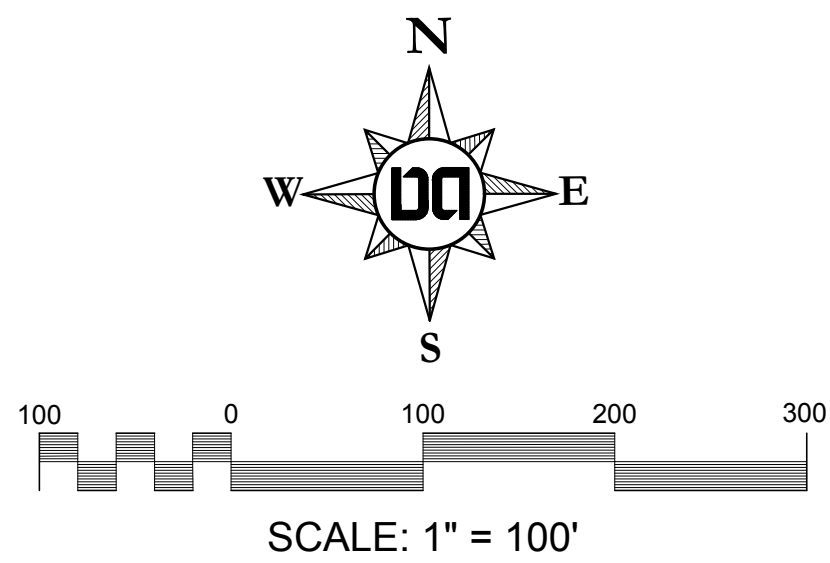
Owner
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Developer
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

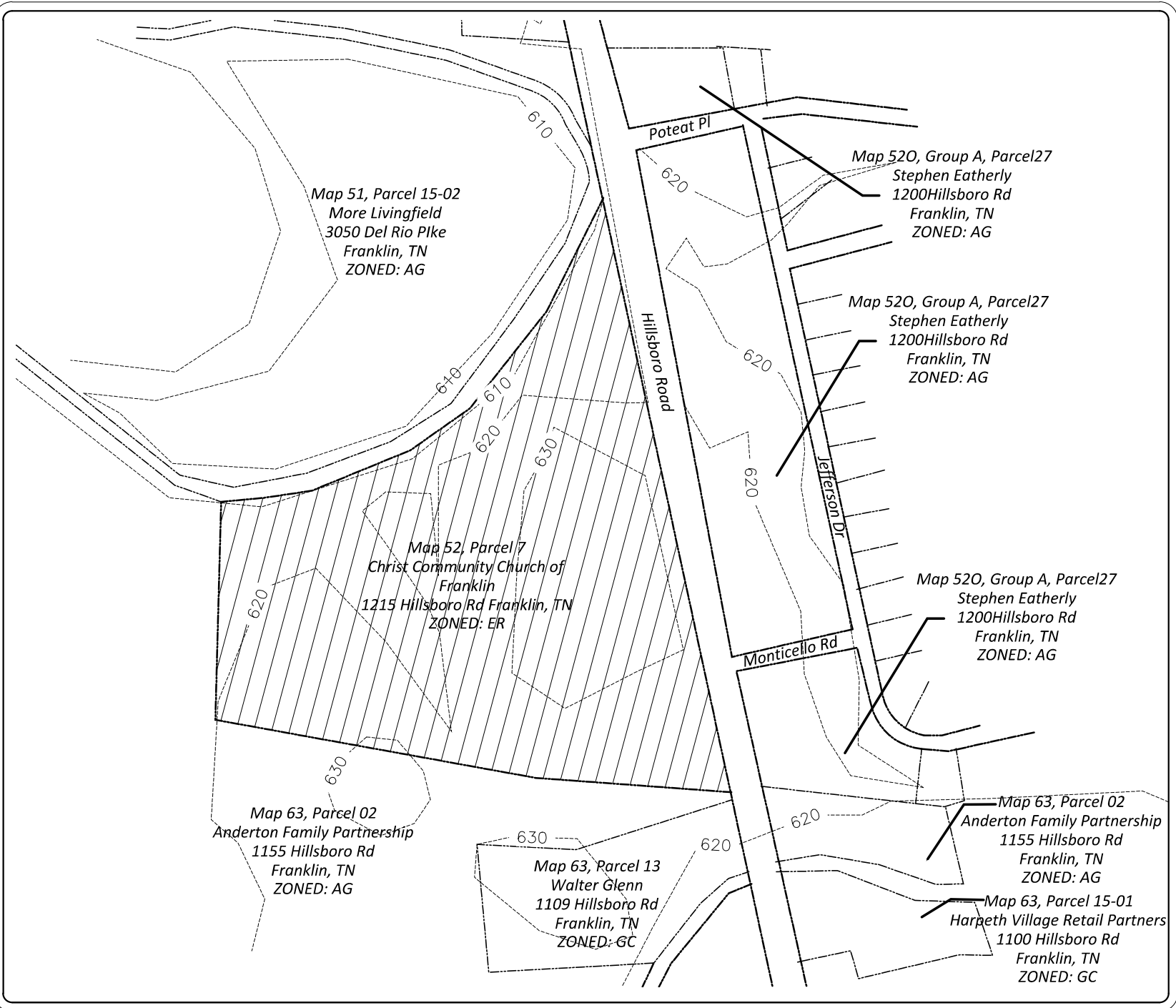
Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by
Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Floodnote
This Property Does Lie Within a Flood Hazard
Area as Depicted on the Current Flood
Insurance Rate Maps (FIRM) Number
47187C0184G. Dated December 22, 2016



LEGEND	
I.R. (F)	IRON ROD (FOUND)
I.R. (S)	IRON ROD (SET)
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
SIGN	
ANCHOR	
E.M.	ELECTRIC METER
L.P.	LIGHT
P.P.	POWER POLE
S.P.	SERVICE POLE
T.P.	TELEPHONE POLE
C.O.	CLEAN OUT
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
G.V.	GAS VALVE
G.M.	GAS METER
LOT NUMBER	
PARCEL NUMBER	
DRAINAGE DITCH	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITIES	
UNDERGROUND ELECTRIC	
WATER LINE	
SANITARY LINE	
CONCRETE	
NO PARKING	
FLOODWAY/F.W. ZONING	
100-YEAR FLOODPLAIN	



VICINITY MAP
SCALE: 1" = 500'

Survey Note:
Field run Survey completed on
5/23/2018 by Dale & Associates.

Proposed Grading and Drainage Data Chart

- Site Area: 48.99 Acres
- Impervious Area: 11.5 Acres Existing
- Soil Type: 80% Type B, 20% Type A
- Wooded Area: 2 Acres
- Site Outfall: Site Drains Directly into the Harpeth River
- Stormwater Infrastructure: Proposed GIP's / Low Impact Development features will be installed to treat runoff from the increased impervious surface of the proposed improvements. However, Overall detention will still be met by the existing 550,000 CF detention Pond Located on the Western portion of the site.

Stormwater Narrative

The existing stormwater facilities were designed to treat the future improvements shown on this Development Plan (For water quantity). No adjustments to the existing stormwater facilities are proposed. Additional GIP's will be implemented on the site for new impervious surface to treat these features for Water Quality. The proposed GIP's would be in the form of Raingarden's/bioretention. No significant grading within the site is proposed other than that necessary to convey stormwater runoff to the existing and proposed stormwater facilities.

Buffer Note:

There shall be no mowing, clearing, grading, construction, storage or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee.

Drawing Date:
June 8, 2018

Revisions:

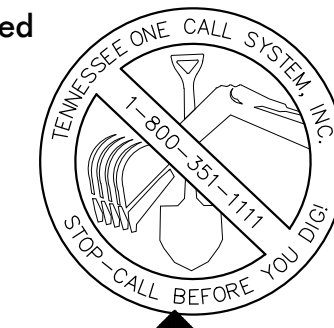
Christ Community Church PUD Subdivision

Being Parcel 7 on Tax Map 52
1215 Hillsboro Road

Franklin, Williamson County, Tennessee



PERMITS:



Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

**Overall Grading
and Drainage**

D&A Project #17084
Christ Community Church

C3.0
Sheet 4 of 5

Water Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

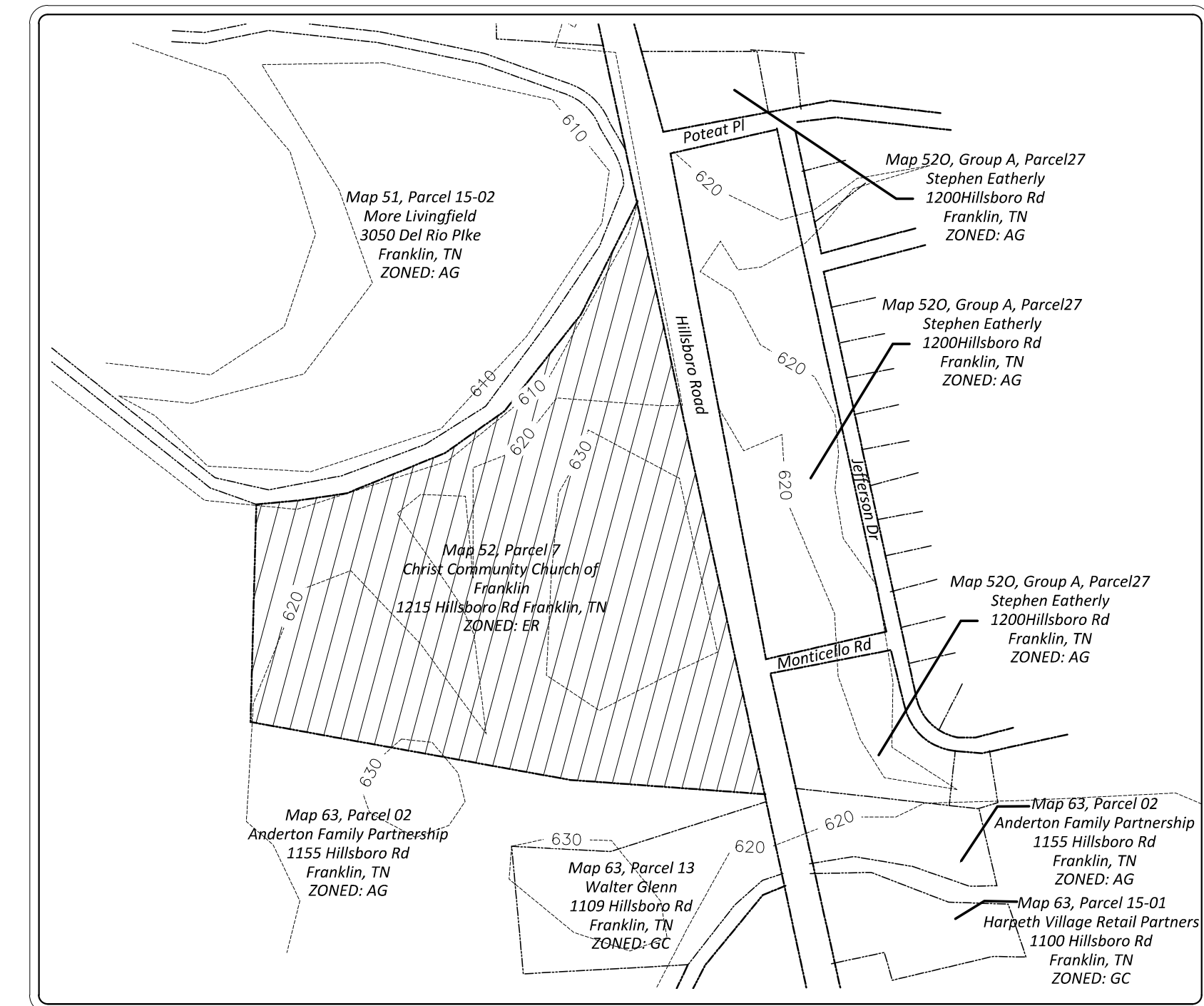
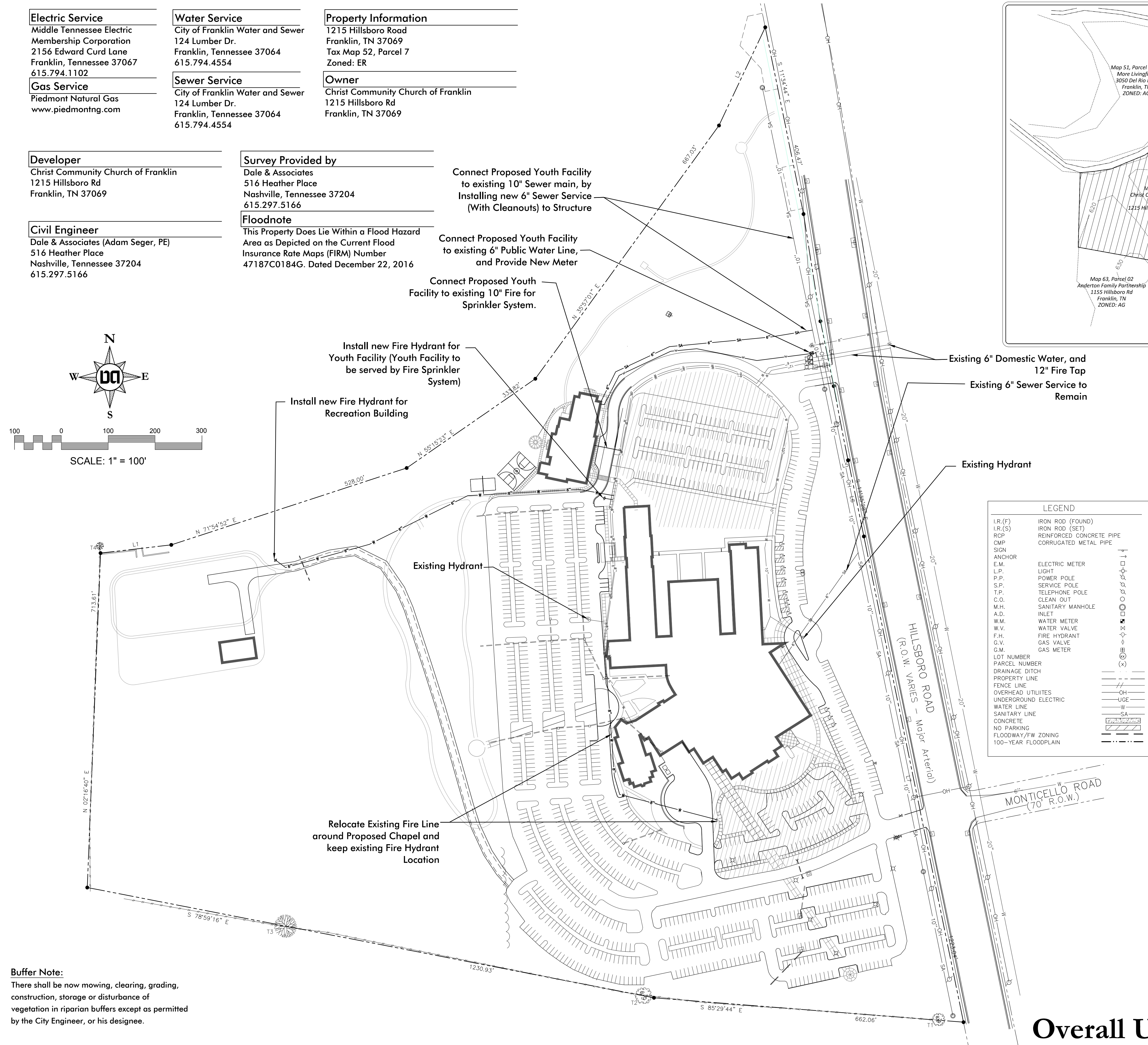
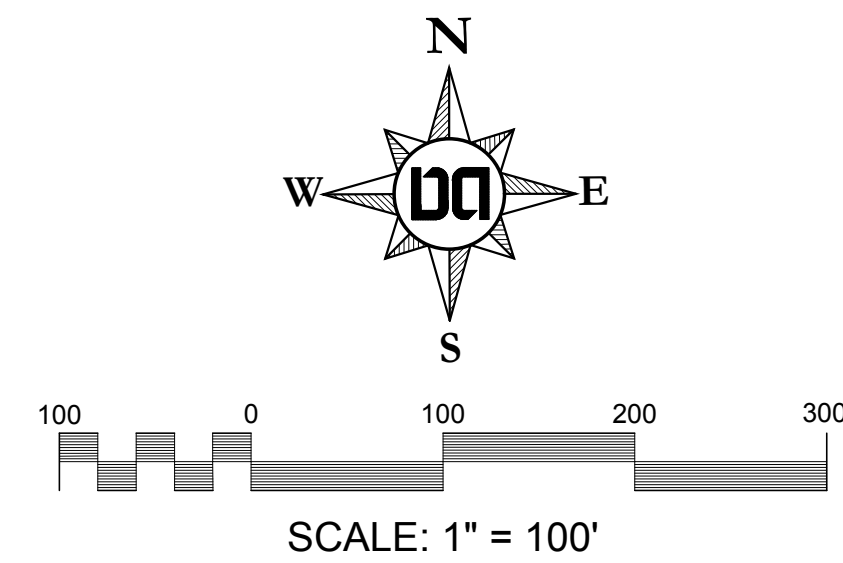
Sewer Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Property Information
1215 Hillsboro Road Franklin, TN 37069 Tax Map 52, Parcel 7 Zoned: ER
Owner
Christ Community Church of Franklin 1215 Hillsboro Rd Franklin, TN 37069

Developer
Christ Community Church of Franklin 1215 Hillsboro Rd Franklin, TN 37069

Survey Provided by
Dale & Associates 516 Heather Place Nashville, Tennessee 37204 615.297.5166
Floodnote
This Property Does Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0184G. Dated December 22, 2016

Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166



VICINITY MAP
SCALE: 1" = 500'

Utility Narrative

The Overall function of the site will not change; as it was originally constructed with these future improvements in mind. However, below are the anticipated impacts of the proposed Development:

- Water and Sewer will both be provided by the City of Franklin Water and Sewer Department.
- There is an existing 6" Sewer service that will remain for the main structure. A new sewer service will be provided for the youth facility, and tap into the existing 10" main.
- The existing 6" private water line will serve the main facility, and a new tap / meter will be installed for the youth facility. The increase in domestic flows for new structure is approximately 4000 GPD.
- A fire line loops the site and provides flow to the existing hydrants around the site, as well as provide water for the fire sprinkler system in the main building.
- Two additional Fire Hydrants will be run from the existing Fire Line located on site. This line is private, and has a meter - therefore no additional meters or taps into the public water main are proposed.

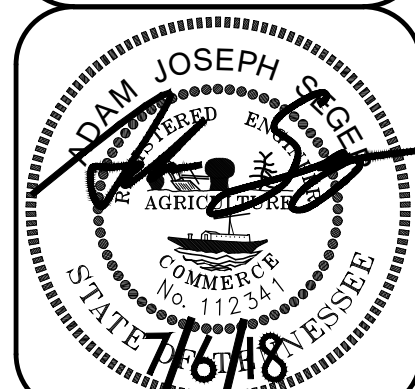


Revisions:

Christ Community Church PUD Subdivision

Being Parcel 7 on Tax Map 52
1215 Hillsboro Road

Franklin, Williamson County, Tennessee



(PERMITS:



 **Dale & Associates**
516 Haulnet Place
Navyville, Tennessee 37139
(615) 297-5166

D&A Project #1708
Christ Community Church

C4.0

Sheet 5 of 5

D&A Project #17084
Christ Community Church

C4.0
Sheet 5 of 5

ORDINANCE 2018-30 (As Amended)

TO BE ENTITLED, "AN ORDINANCE TO REZONE 49.10 ACRES FROM ESTATE RESIDENTIAL (ER) DISTRICT TO CIVIC – INSTITUTIONAL (CI) DISTRICT FOR THE PROPERTY LOCATED WEST OF HILLSBORO ROAD AND SOUTH OF THE HARPETH RIVER, 1215 HILLSBORO ROAD, (CHRIST COMMUNITY CHURCH PUD SUBDIVISION)."

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

WHEREAS, the Civic-Institutional district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2018-58, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Estate Residential (ER) District to Civic Institutional (CI) District:

PREMISES CONSIDERED	
Map-Parcel	Acres
052---00700	49.10
Total	49.10

Legal Description

A certain tract of land being located in Franklin, Williamson County, Tennessee, and being more particularly described according to a survey dated April 23, 1999, revised May 19, 1999, prepared by R. Scot Cherry, RLS #1512, Cherry Land Surveying, 622 West Iris, Nashville, Tennessee 37204, as follows:

Beginning at an iron rod set in the westerly right-of-way of Hillsboro Road, right-of-way varies, also being a common corner with Anderton Family Partnerships, LP and Brownland Inc. as recorded in Deed Book 1380, page 969, in the Register's Office of Williamson County;

Thence leaving the westerly right-of-way of Hillsboro Road, with Anderton Family Partnerships, LP and Brownland Inc. North 85 deg. 29 min. 52 sec. West, 662.08 feet to an iron rod set, a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 78 deg. 59 min. 52 sec. West, 1230.90 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 02 deg. 15 min. 45 sec. East, 713.65 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc. being located on the South bank of the Harpeth River;

Thence the following bearings and distances with the Harpeth River North 83 deg. 20 min. 40 sec. East, 151.80 feet to an iron rod set;

North 71 deg. 55 min. 03 sec. East, 528.00 feet to an iron rod set, thence North 55 deg. 14 min. 51 sec. East, 334.02 feet to an iron rod set, thence North 35 deg. 57 min. 07 sec. East, 666.77 feet to an iron rod set, thence North 25 deg. 11 min. 19 sec. East, 231.58 feet to an iron rod set on the Westerly right-of-way of Hillsboro Road;

Thence the following bearings and distances with the right-of-way of Hillsboro Road South 11 deg. 35 min. 25 sec. East, 939.86 feet to an iron rod set;

Thence South 78 deg. 24 min. 04 sec. West 12 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 165.73 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 1,057.31 feet to the point of beginning and containing 2,162,254.08 square feet or 49.10 acres more or less.

Being the property conveyed to Thompson, Inc., by deed of record in Deed Book 652, page 924, of the Register's Office for Williamson County, Tennessee.

SECTION II. That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. 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 Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

CHRIST COMMUNITY CHURCH PUD SUBDIVISION
 RESOLUTION 2018-58
 ORDINANCE 2018-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/26/2018

Site

Project Information

Existing Zoning: Estate Residential (ER)
 Proposed Zoning: Civic Institutional
 Existing Land Use: Church
 Proposed Land Use: Church
 Character Area: BCCO-5
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 49.10 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 3 stories

- | | |
|---|---|
|  Christ Community Church |  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 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 |



0 375 750 1,500
 Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
 All data and materials (c) copyright 2018. All rights reserved.

ORDINANCE 2018-30

TO BE ENTITLED, "AN ORDINANCE TO REZONE 49.10 ACRES FROM ESTATE RESIDENTIAL (ER) DISTRICT TO CIVIC – INSTITUTIONAL (CI) DISTRICT FOR THE PROPERTY LOCATED EAST OF HILLSBORO ROAD AND SOUTH OF THE HARPETH RIVER, 1215 HILLSBORO ROAD, (CHRIST COMMUNITY CHURCH PUD SUBDIVISION)."

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

WHEREAS, the Civic-Institutional district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2018-58, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Estate Residential (ER) District to Civic Institutional (CI) District:

PREMISES CONSIDERED	
Map-Parcel	Acres
052---00700	49.10
Total	49.10

Legal Description

A certain tract of land being located in Franklin, Williamson County, Tennessee, and being more particularly described according to a survey dated April 23, 1999, revised May 19, 1999, prepared by R. Scot Cherry, RLS #1512, Cherry Land Surveying, 622 West Iris, Nashville, Tennessee 37204, as follows:

Beginning at an iron rod set in the westerly right-of-way of Hillsboro Road, right-of-way varies, also being a common corner with Anderton Family Partnerships, LP and Brownland Inc. as recorded in Deed Book 1380, page 969, in the Register's Office of Williamson County;

Thence leaving the westerly right-of-way of Hillsboro Road, with Anderton Family Partnerships, LP and Brownland Inc. North 85 deg. 29 min. 52 sec. West, 662.08 feet to an iron rod set, a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 78 deg. 59 min. 52 sec. West, 1230.90 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc.;

Thence with Anderton Family Partnerships, LP and Brownland Inc. North 02 deg. 15 min. 45 sec. East, 713.65 feet to an iron rod set a corner with Anderton Family Partnerships, LP and Brownland Inc. being located on the South bank of the Harpeth River;

Thence the following bearings and distances with the Harpeth River North 83 deg. 20 min. 40 sec. East, 151.80 feet to an iron rod set;

North 71 deg. 55 min. 03 sec. East, 528.00 feet to an iron rod set, thence North 55 deg. 14 min. 51 sec. East, 334.02 feet to an iron rod set, thence North 35 deg. 57 min. 07 sec. East, 666.77 feet to an iron rod set, thence North 25 deg. 11 min. 19 sec. East, 231.58 feet to an iron rod set on the Westerly right-of-way of Hillsboro Road;

Thence the following bearings and distances with the right-of-way of Hillsboro Road South 11 deg. 35 min. 25 sec. East, 939.86 feet to an iron rod set;

Thence South 78 deg. 24 min. 04 sec. West 12 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 165.73 feet to an iron rod set, thence South 11 deg. 35 min. 56 sec. East, 1,057.31 feet to the point of beginning and containing 2,162,254.08 square feet or 49.10 acres more or less.

Being the property conveyed to Thompson, Inc., by deed of record in Deed Book 652, page 924, of the Register's Office for Williamson County, Tennessee.

SECTION II. That the attached Location Map shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. 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 Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

CHRIST COMMUNITY CHURCH PUD SUBDIVISION
 RESOLUTION 2018-58
 ORDINANCE 2018-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 7/26/2018

Site

Project Information

Existing Zoning: Estate Residential (ER)
 Proposed Zoning: Civic Institutional
 Existing Land Use: Church
 Proposed Land Use: Church
 Character Area: BCCO-5
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 49.10 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 3 stories

- | | |
|---|---|
|  Christ Community Church |  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 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 |



0 375 750 1,500
 Feet

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Electric Service
Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Gas Service
Piedmont Natural Gas
www.piedmontng.com

Water Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Property Information
1215 Hillsboro Road
Franklin, TN 37069
Tax Map 52, Parcel 7
Zoned: ER

Owner
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

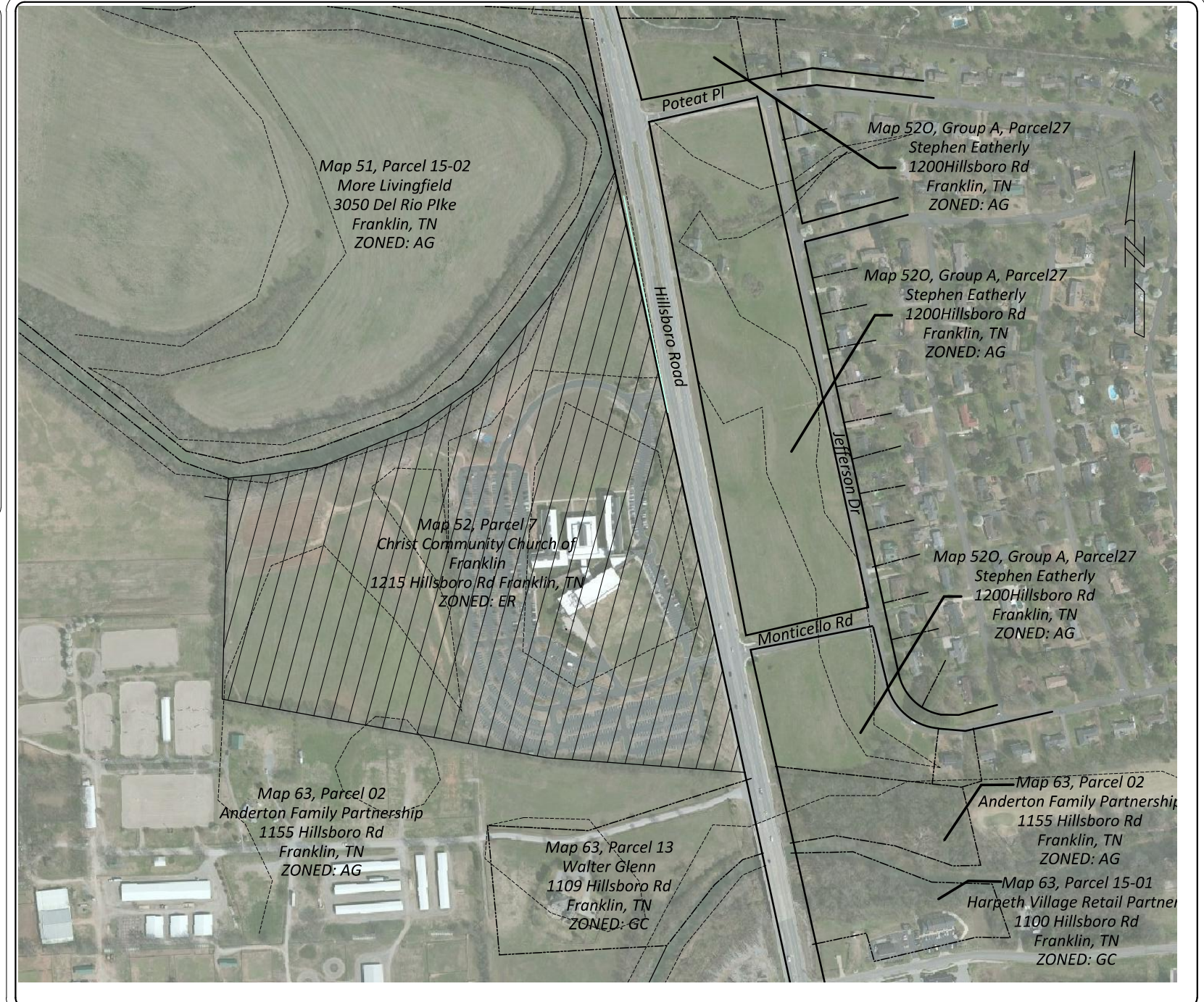
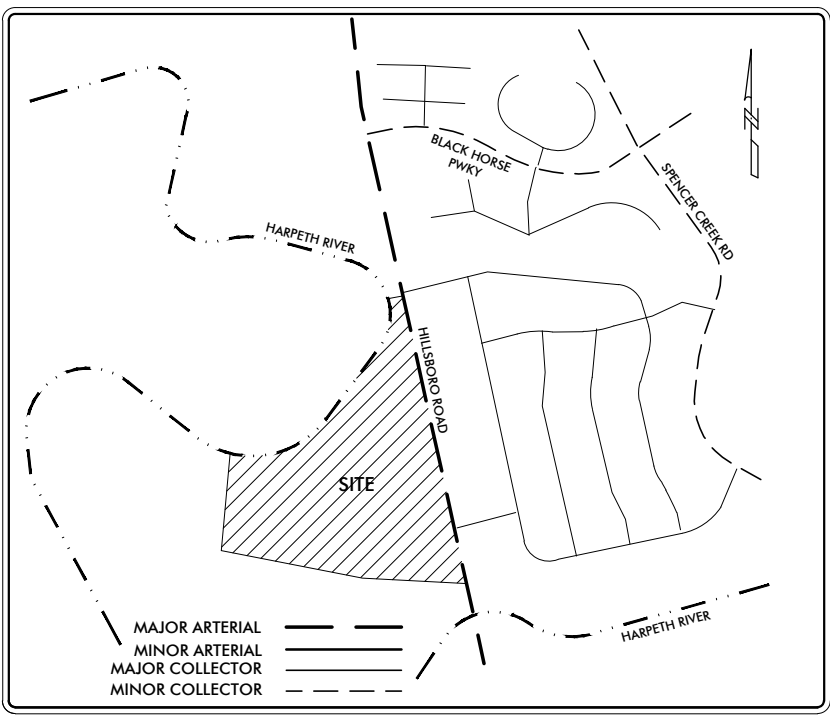
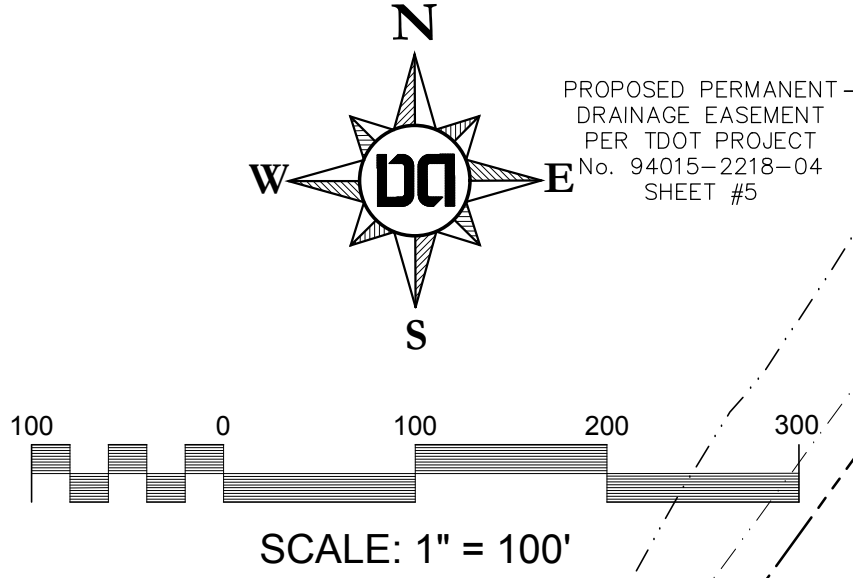
Developer
Christ Community Church of Franklin
1215 Hillsboro Rd
Franklin, TN 37069

Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by
Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Floodnote
This Property does Lie Within a Flood Hazard
Area as Depicted on the Current Flood
Insurance Rate Maps (FIRM) Number
47187C0184G. Dated December 22, 2016

LEGEND	
I.R. (F)	IRON ROD (FOUND)
I.R. (S)	IRON ROD (SET)
RCP	REINFORCED CONCRETE PIPE
OMP	CORRUGATED METAL PIPE
SIGN	
ANCHOR	
E.M.	ELECTRIC METER
L.P.	LIGHT
P.P.	POWER POLE
S.P.	SERVICE POLE
T.P.	TELEPHONE POLE
C.O.	CLEAN OUT
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
G.V.	GAS VALVE
G.M.	GAS METER
LOT NUMBER	
PARCEL NUMBER	
DRAINAGE DITCH	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITIES	
UNDERGROUND ELECTRIC	
WATER LINE	
SANITARY LINE	
CONCRETE	
NO PARKING	
FLOODWAY/F.W. ZONING	
100-YEAR FLOODPLAIN	
FLOOD FRINGE OVERLAY	



VICINITY MAP SCALE: 1" = 500'

Site Data

PROJECT NAME:	Christ Community Church PUD Subdivision		
CITY OF FRANKLIN PROJECT #	6750		
SUBDIVISION:	-----		
LOT NUMBER:	-----		
ADDRESS:	1215 Hillsboro Rd		
CITY:	Franklin		
COUNTY:	Williamson County		
STATE:	Tennessee		
ALDERMANIC WARD:	2		
EXISTING ZONING & CHARACTER OV:	ER	(BCCO-5)	
PROPOSED ZONING:	CI		
OTHER APPLICABLE OVERLAYS:	PWO and FFO		
APPLICABLE DEVELOPMENT STANDARDS:	Conventional		
EXISTING & PROPOSED USE:	Church, assembly hall, daycare, community garden, park/recreational, counseling center		
ACREAGE OF SITE/PROJECT AREA:	2,134,257.987 S.F. / 48.996 ACRES		
MINIMUM REQUIRED SETBACK LINES (based on CI Zoning):			
FRONT SETBACK:		20'	
SIDE YARD:		10'	
REAR YARD:		25'	
BUILDING HEIGHT:		4 Stories (56' Max Height)	
DEVELOPER:	Christ Community Church of Franklin		
ADDRESS:	1215 Hillsboro Road Franklin, TN 37069		
EMAIL ADDRESS:	steve.kuhn@sevanolutions.com		
CONTACT NAME:	Steve Kuhn		
APPLICANT:	Dale and Associates, Inc.		
ADDRESS:	516 Heather Place, Nashville 37204		
PHONE NUMBER:	297-5166 Ext. 104		
FAX NUMBER:	269-7905		
E-MAIL ADDRESS:	Adam@daleandassociates.net		
CONTACT NAME:	Adam Seger, PE		
BUILDING FOOTPRINT:	Existing - 62,000 SF Proposed (Total) - 141,000 SF		
BUILDING SQUARE FOOTAGE:	Existing - 77,960 SF Proposed (Main Building) - 128,660 SF Proposed (Youth Building) - 15,415 SF Proposed (Chapel) - 9,800 SF Proposed (Rec. Building) - 4,500 SF		

Statement of Impacts

The Overall function of the site will not change, as it was originally constructed with these future improvements in mind. However, below are the anticipated impacts of the proposed Development:

- The site has two access points off of Hillsboro Road (Major Arterial). Approximate Traffic Flows are shown below (Based on ITE Trip Generation Handbook, 8th Edition):
Sunday Total Trips = 2220 Trips
Sunday Peak In = 374 Trips/hr
Sunday Peak Out = 358 Trips/hr
Weekday Total Trips = 729 Trips
Weekday PM In = 25 Trips/hr
Weekday PM Out = 22 Trips/hr
Weekday AM In = 28 Trips/hr
Weekday AM Out = 17 Trips/hr
- Water and Sewer will both be provided by the City of Franklin Water and Sewer Department, the anticipated increase in domestic flows for new structures is approximately 4000 GPD. No adverse Impact is anticipated on existing storm infrastructure. Additional Storm Infrastructure will be implemented to treat the increase of impervious surface as proposed with this Development Plan.
- Site is located approximately 2.1 Miles from the nearest Fire Department, and 2.3 Miles from the nearest police department.
- The Proposed Youth Facility will be served by a fire sprinkler system.
- A Fire Hydrant Will be extended to both the youth facility, and proposed recreational area.
- The existing site access will remain with no improvements
- Refuse for all new facilities will be collected in roll-away containers to be transferred to the main facility dumpster location for haul-off.

Site Description/Purpose Note:

Christ Community Church is an existing active religious institution. The church has been in this same location since 2001 and the property is zoned ER (Estate Residential). The property is currently being used as a place of worship, an assembly, a daycare, a community garden, a park/recreational area, a counseling center, and a group meeting place.

The purpose of this rezone to CI (Civic Institution) is to change the underlying zoning to a more appropriate zoning for these uses.

Rezone Plan

Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

Drawing Date:
June 8, 2018

Revisions:

Christ Community Church PUD Subdivision
Being Parcel 7 on Tax Map 52
1215 Hillsboro Road
Franklin, Williamson County, Tennessee



PERMITS:

D&A Project #17084
Christ Community Church

C1.0
Sheet 1 of 1

ORDINANCE 2018-28

TO BE ENTITLED, "AN ORDINANCE TO REZONE 2.17 ACRES FROM ESTATE RESIDENTIAL (ER) DISTRICT TO RESIDENTIAL – 3 (R-3) DISTRICT FOR THE PROPERTY LOCATED NORTH OF NEW HIGHWAY 96 AND SOUTH OF DEL RIO PIKE, 1044 CARLISLE LANE."

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

WHEREAS, the Residential-3 (R-3) district provides zoning for land uses compatible with both Envision Franklin and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Estate Residential (ER) District to Residential-3 (R-3) District:

PREMISES CONSIDERED	
Map-Parcel	Acres
64---015.00	2.17
Total	2.17

SECTION II. That the attached Location Map and Property Boundary Survey shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. 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 Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

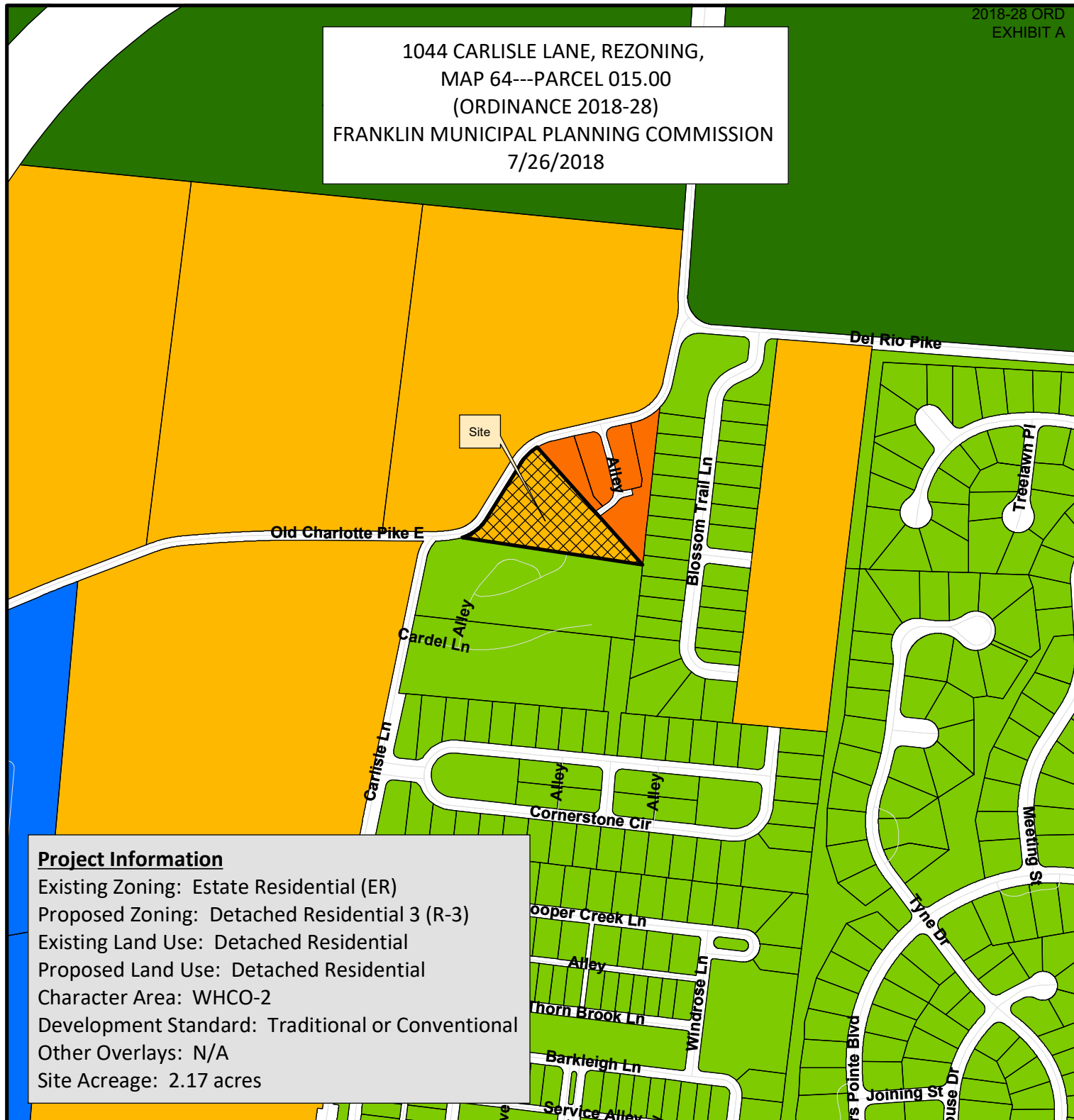
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

1044 CARLISLE LANE, REZONING,
MAP 64---PARCEL 015.00
(ORDINANCE 2018-28)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/26/2018



Project Information

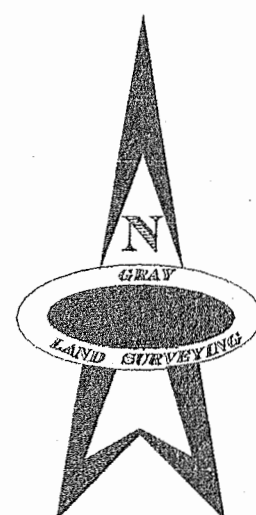
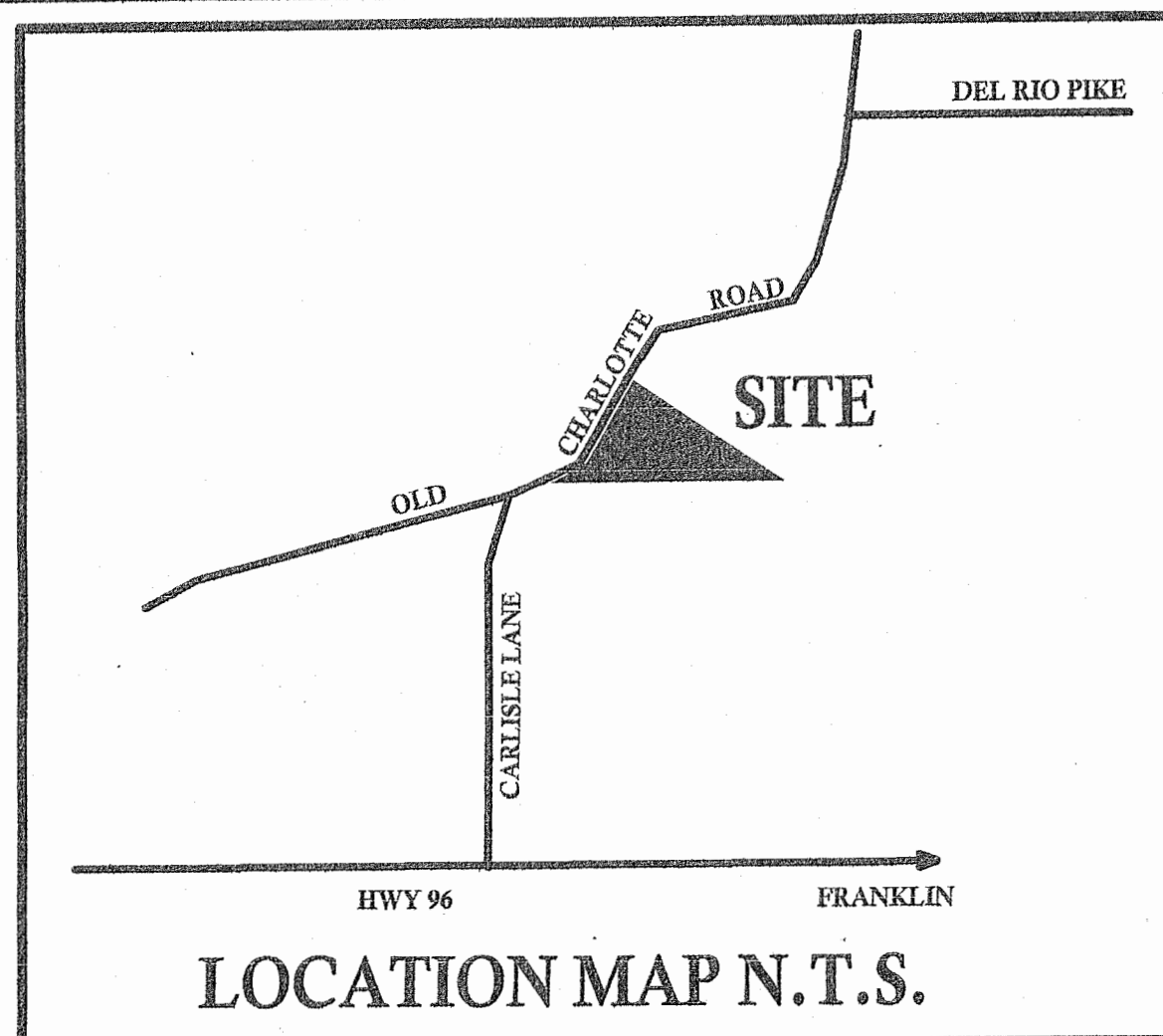
Existing Zoning: Estate Residential (ER)
Proposed Zoning: Detached Residential 3 (R-3)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: WHCO-2
Development Standard: Traditional or Conventional
Other Overlays: N/A
Site Acreage: 2.17 acres

- | | |
|--|---------------------------------------|
| 1044 Carlisle Lane Rezoning | 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 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 |



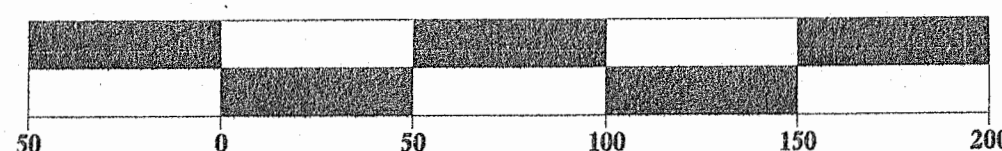
0 250 500 1,000
Feet

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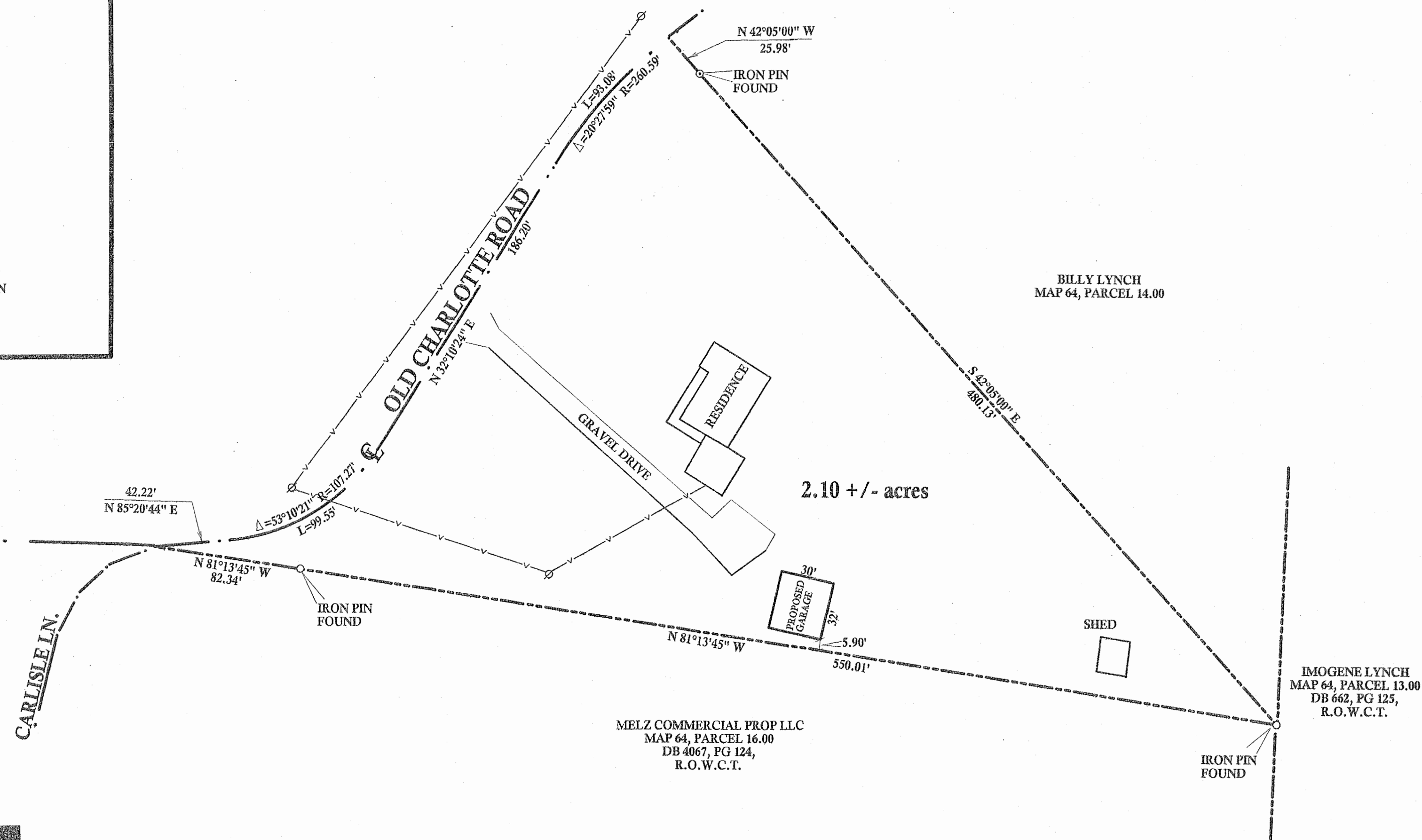


BEARINGS ARE MAGNETIC
DATED: OCTOBER 24, 2009

SCALE 1" = 50'



NO TITLE SEARCH WAS FURNISHED TO THIS SURVEYOR.
PARCELS MAY BE SUBJECT TO ADDITIONAL EASEMENTS, AND/OR
RESTRICTIONS, BY RECORD OR PRESCRIPTION, THAT A COMPLETE
TITLE SEARCH MAY REVEAL.



CERTIFICATION:
I, JEFFREY GRAY, DO HEREBY CERTIFY THAT THE SURVEY
SHOWN HEREON IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE
AND MEETS AND EXCEEDS AN UNADJUSTED CLOSURE RATIO OF 1:10,000 AS
SHOWN HEREON.

SIGNATURE:

PROPERTY INFORMATION:

OWNER: TIMOTHY GILL, ETUX
MAP 64, PARCEL 15.00
DEED BOOK 4751, PAGE 759
ADDRESS: 1044 CARLISLE LN.
FRANKLIN, TN. 37064

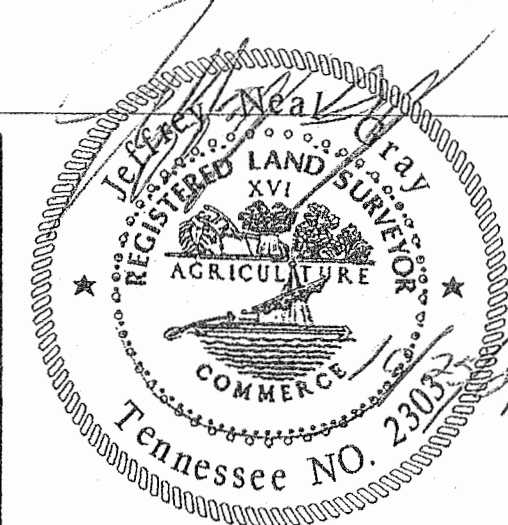
BOUNDARY SURVEY ON THE GILL PROPERTY

2.10 +/- TOTAL ACRES
5th CIVIL DISTRICT - WILLIAMSON COUNTY - TN.

DATE: OCTOBER 24, 2009 JOB # 2301

GRAY LAND SURVEYING

802 B RED FOX CT.
LEBANON, TN. 37090
PHONE (615) 509-2993
JEFFREY GRAY, RLS 2303
gls2303surveying@gmail.com



CONDITIONS OF APPROVAL:

Open Issues: 1 These issues are currently being filtered

Engineering - Rezoning Checklist

General Issues

4. Advisory Comment

kevin.long@franklin.tn.gov This is an advisory comment regarding any future development plan / site plan and does not hinder this rezoning request.

(Comment restated only as a reminder to staff. No action is necessary from the applicant)

With any redevelopment of this site additional right-of-way will be required for the future Carlisle Lane improvements.



Access

419 MURFREESBORO ROAD, ZONING,
(ORDINANCE 2018-33)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/26/2018

Site

Murfreesboro Rd

Project Information

Existing Zoning: R-2

Proposed Zoning: Historic Preservation Overlay (HPO)

Existing Land Use: Single Family Residential

Proposed Land Use: Single Family Residential

Character Area: CFCO-4

Development Standard: Conventional

Other Overlays: FFO

Site Acreage: 1.08 acres

 419 Murfreesboro Rd.	 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 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 75 150 300
Feet

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ORDINANCE 2018-33

TO BE ENTITLED, "AN ORDINANCE TO ZONE 419 MURFREESBORO ROAD INTO THE HISTORIC PRESERVATION OVERLAY (HPO), CONSISTING OF 1.08 ACRES AND LOCATED AT 419 MURFREESBORO ROAD."

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

WHEREAS, the Historic Preservation Overlay provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, zoned into the **Historic Preservation Overlay**:

PREMISES CONSIDERED	
Map-Parcel	Acres
078E-05.00	1.08
Total	1.08

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION III. 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 Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

Access

419 MURFREESBORO ROAD, ZONING,
(ORDINANCE 2018-33)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/26/2018

Site

Murfreesboro Rd

Project Information

Existing Zoning: R-2

Proposed Zoning: Historic Preservation Overlay (HPO)

Existing Land Use: Single Family Residential

Proposed Land Use: Single Family Residential

Character Area: CFCO-4

Development Standard: Conventional

Other Overlays: FFO

Site Acreage: 1.08 acres

- | | |
|---|---|
|  419 Murfreesboro Rd. |  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 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 |

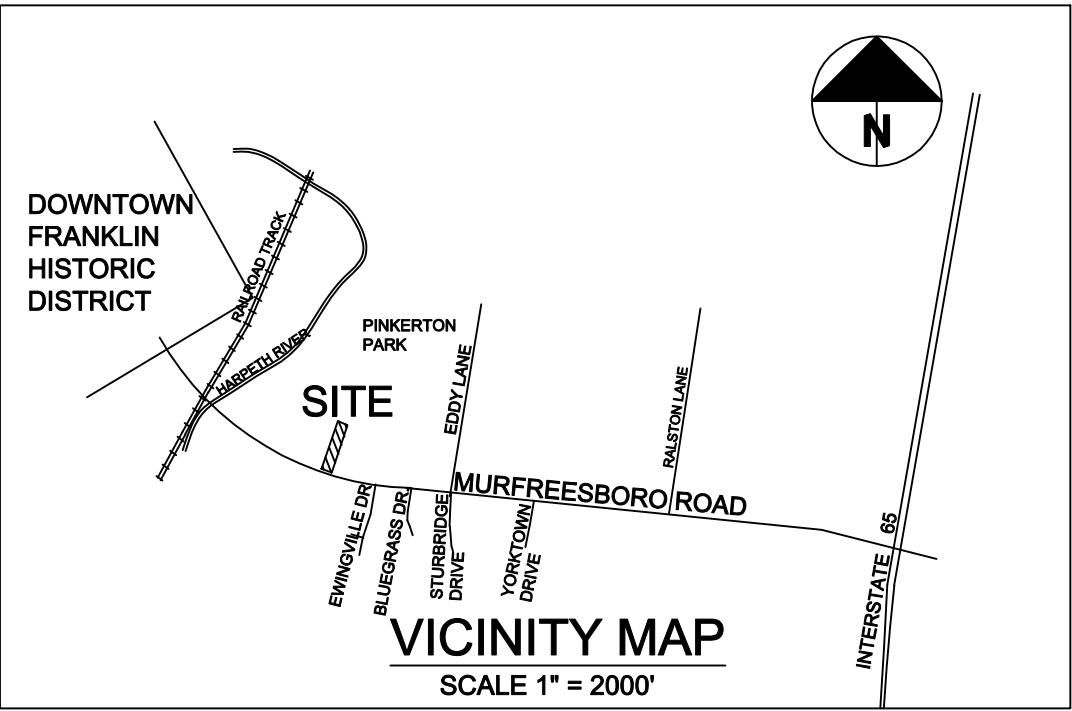


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Feet

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PROJECT APPLICANT:
PAUL LEBOVITZ, LA
102 WINSLOW ROAD
FRANKLIN, TN 37064
615-415-6855
pleb@bellsouth.net

PROJECT OWNER:
WILLIAM (BILL) POWELL
PO BOX 7
FRANKLIN, TN 37065
615-390-4162
billpowell2@msn.com



PROJECT PURPOSE:
REZONE LOT 5, 419 MURFREESBORO ROAD
TO BE INCLUDED IN THE HISTORIC
PRESERVATION OVERLAY

SITE DATA CHART

PROJECT NAME:	419 MURFREESBORO RD APPLICATION FOR REZONING TO HISTORIC OVERLAY
PROJECT #:	6739
SUBDIVISION:	NA
MAP, PARCEL:	78E-A-5
LOT NUMBER:	5
ADDRESS:	419 MURFREESBORO RD
CITY, COUNTY, STATE:	FRANKLIN, WILLIAMSON CTY, TENN.
CIVIL DISTRICT:	9
EXISTING ZONING:	R2
CHARACTER AREA OVERLAY:	CENTRAL FRANKLIN CFC0 4
OTHER OVERLAYS:	FFO FLOODWAY FRINGE FWO FLOODWAY HISTORIC PRESERVATION REQUESTED
SITE ACREAGE:	1.08
MIN. REQUIRED SETBACKS:	
FRONT	60'
SIDE	8' - MIN. 20' BETWEEN DWELLINGS
REAR	40'
BUILDING FOOTPRINT SF:	2,240
BUILDING HT:	2 STORY
LANDSCAPE SURFACE RATIO:	.14
MIN. LSR:	.40

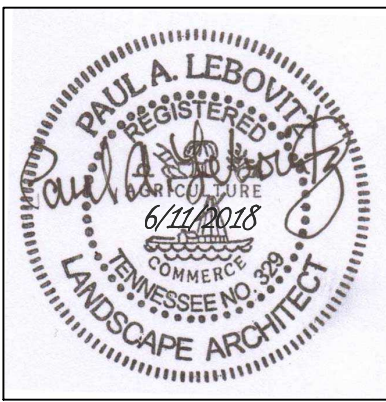
- STATEMENT OF IMPACTS:
1. WATER: CITY OF FRANKLIN WATER WILL CONTINUE
 2. SEWER: CITY OF FRANKLIN SEWER WILL CONTINUE
 3. REPURIFIED WATER: NOT AVAILABLE
 4. STREET NETWORK: LOT DENSITY TO REMAIN AS SINGLE FAMILY, NO NEW OR ADDITIONAL TRAFFIC IMPACT
 5. DRAINAGE FACILITIES: LOT CURRENTLY DRAINS TO FRONT & REAR WHICH WILL CONTINUE AFTER BUILDING RENOVATION
 6. SCHOOL DISTRICT: WILL NOT BE AFFECTED; UNIT TO REMAIN 1 SINGLE FAMILY
 7. SANITATION: TYPICAL CAN PICK-UP WILL CONTINUE
 8. RESTRICTIONS IMPOSED: PROPERTY OWNER REQUESTING ACCEPTANCE INTO HISTORIC OVERLAY WHICH WILL REQUIRE HZC APPROVAL FOR ACCEPTANCE & ANY BUILDING MODIFICATION
 9. HISTORIC PROPERTIES WITHIN 500' OF SITE: THERE ARE SEVERAL PROPERTIES NEARBY (SUCH AS 424 MURFREESBORO ROAD) WHICH HAVE BUILDINGS OVER 50 YEARS OLD BUT THEY ARE NOT ON THE HISTORIC REGISTER OR IN HISTORIC OVERLAY; THE ANDREW VAUGHN HOUSE #501 MURF RD. IS NATIONAL REGISTER LISTED
 10. MINERAL RIGHTS: RETAINED BY PROPERTY OWNER.

Paul A. Lebovitz,
Landscape Architect

102 Winslow Road
Franklin, Tennessee 37064
Office: (615) 415-6855
pleb@bellsouth.net

REVISIONS	
△	7.5.18 NOTE CHANGES
△	
△	
△	
△	

REZONING REQUEST
for the
WILLIAM POWELL PROPERTY
419 MURFREESBORO ROAD
FRANKLIN, TENNESSEE

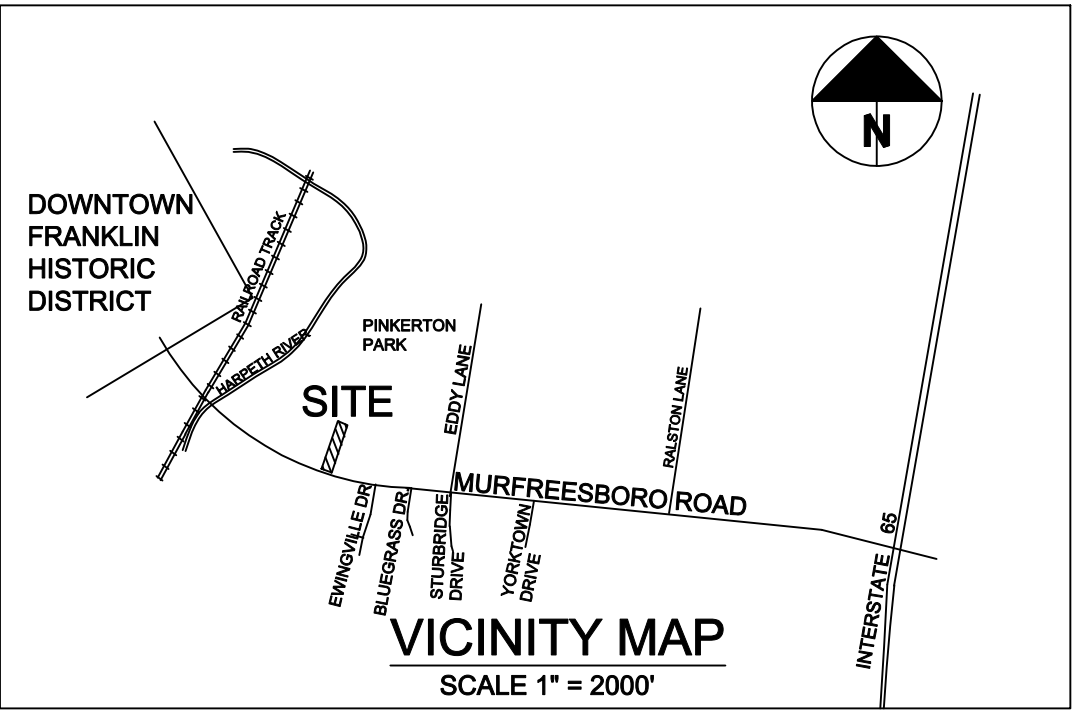


Designed By: pal
Drawn By: pal
Issue Date: 6/11/2018
Job No. 18012
Sheet No.

1.0
REZONING PLAN

PROJECT APPLICANT:
PAUL LEBOVITZ, LA
102 WINSLOW ROAD
FRANKLIN, TN 37064
615-415-6855
pleb@bellsouth.net

PROJECT OWNER:
WILLIAM (BILL) POWELL
PO BOX 7
FRANKLIN, TN 37065
615-390-4162
billpowell2@msn.com



PROJECT PURPOSE:
REZONE LOT 5, 419 MURFREESBORO ROAD
TO BE INCLUDED IN THE HISTORIC
PRESERVATION OVERLAY

SITE DATA CHART	
PROJECT NAME:	419 MURFREESBORO RD APPLICATION FOR REZONING TO HISTORIC OVERLAY
PROJECT #:	6739
SUBDIVISION:	NA
MAP, PARCEL:	78E-A-5
LOT NUMBER:	5
ADDRESS:	419 MURFREESBORO RD
CITY, COUNTY, STATE:	FRANKLIN, WILLIAMSON CTY, TENN.
CIVIL DISTRICT:	9
EXISTING ZONING:	R2
CHARACTER AREA OVERLAY:	CENTRAL FRANKLIN CFC0 4
OTHER OVERLAYS:	FFO FLOODWAY FRINGE FWO FLOODWAY HISTORIC PRESERVATION REQUESTED
SITE ACREAGE:	1.08
MIN. REQUIRED SETBACKS:	
FRONT	60'
SIDE	8' - MIN. 20' BETWEEN DWELLINGS
REAR	40'
BUILDING FOOTPRINT SF:	2,240
BUILDING HT:	2 STORY
LANDSCAPE SURFACE RATIO:	.14
MIN. LSR:	.40

- STATEMENT OF IMPACTS:
1. WATER: CITY OF FRANKLIN WATER WILL CONTINUE
 2. SEWER: CITY OF FRANKLIN SEWER WILL CONTINUE
 3. REPURIFIED WATER: NOT AVAILABLE
 4. STREET NETWORK: LOT DENSITY TO REMAIN AS SINGLE FAMILY, NO NEW OR ADDITIONAL TRAFFIC IMPACT
 5. DRAINAGE FACILITIES: LOT CURRENTLY DRAINS TO FRONT & REAR WHICH WILL CONTINUE AFTER BUILDING RENOVATION
 6. SCHOOL DISTRICT: WILL NOT BE AFFECTED; UNIT TO REMAIN 1 SINGLE FAMILY
 7. SANITATION: TYPICAL CAN PICK-UP WILL CONTINUE
 8. RESTRICTIONS IMPOSED: PROPERTY OWNER REQUESTING ACCEPTANCE INTO HISTORIC OVERLAY WHICH WILL REQUIRE HZC APPROVAL FOR ACCEPTANCE & ANY BUILDING MODIFICATION
 9. HISTORIC PROPERTIES WITHIN 500' OF SITE: THERE ARE SEVERAL PROPERTIES NEARBY (SUCH AS 424 MURFREESBORO ROAD) WHICH HAVE BUILDINGS OVER 50 YEARS OLD BUT THEY ARE NOT ON THE HISTORIC REGISTER OR IN HISTORIC OVERLAY; THE ANDREW VAUGHN HOUSE #501 MURF RD. IS NATIONAL REGISTER LISTED
 10. MINERAL RIGHTS: RETAINED BY PROPERTY OWNER.

Paul A. Lebovitz,
Landscape Architect

102 Winslow Road
Franklin, Tennessee 37064
Office: (615) 415-6855
pleb@bellsouth.net

REVISIONS	
△	7.5.18 NOTE CHANGES
△	
△	
△	
△	

REZONING REQUEST
for the
WILLIAM POWELL PROPERTY
419 MURFREESBORO ROAD
FRANKLIN, TENNESSEE



Designed By: pal
Drawn By: pal
Issue Date: 6/11/2018
Job No. 18012
Sheet No.

1.0
REZONING PLAN



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
[RENEWAL]**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of Bacolet Investment Corp., owned by the managing agent, Ruby Richmond, who has made application for a retailer's license to handle alcoholic beverages at 103 International Drive, Suite 100, (*Carothers Wine & Spirits*) which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicants have secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 14th Day of August, 2018.

DR. KEN MOORE
Mayor



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant HolBev, LLC d/b/a Holiday Cigars & Spirits (Alpa Patel), who has made application for a retailer's license to handle alcoholic beverages at 108 N. Royal Oaks Boulevard, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 11th Day of September, 2018.

Dr. Ken Moore, Mayor



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Gino Wine & Spirits, LLC d/b/a Franklin Wine & Spirits, owned by the managing agent, Harry Gino Desalvatore who has made application for a retailer's license to handle alcoholic beverages at 1400 Liberty Pike, Suite 300, Franklin, TN 37067 (Franklin Wine & Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and shall not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28th Day of August, 2018

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(RENEWAL)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Quillco, LLC d/b/a The Bottle Shop at McEwen, owned by Lisa Quillman and the managing agent, Nancy Jones Quillman, who has made application for a retailer's license to handle alcoholic beverages at 1556 W. McEwen Drive, Suite 102, Franklin, TN 37067 (The Bottle Shop at McEwen), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and shall not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28th Day of August, 2018

Dr. Ken Moore
Mayor

HISTORIC
FRANKLIN
TENNESSEERETAILER'S CERTIFICATE
(RENEWAL)

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning James W. Woodard, Jr., who has made application for a retailer's license to handle alcoholic beverages at Cool Springs Wines and Spirits, 1935 Mallory Lane, Franklin, Tennessee 37067, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and shall not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

Approved on the 28th day of August, 2018.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE
- RENEWAL -

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of Happy Ours, owned by the managing agent, Nicole Barclay, who has made application for a retailer's license to handle alcoholic beverages at 327 Independence Square, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28TH Day of August, 2018.

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(RENEWAL)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Harpeth Liquors, Inc. (Satish Kumar Patel), who has made application for a retailer's license to handle alcoholic beverages at 1203 Murfreesboro Road, Suite 503, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28th Day of August, 2018.

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Radhe Radhe Bal, LLC, owned by the managing agent, Ranjanben Patel, who has made application for a retailer's license to handle alcoholic beverages at 111 Del Rio Pike, Franklin, TN 37064 (Del Rio Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and in the opinion of the undersigned, they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28th Day of August, 2018.

Dr. Ken Moore
Mayor

ORDINANCE 2018-13

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 1 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL BUILDING CODE, 2018 EDITION.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 1, Section 12-101 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-101. Building code adopted. (1) Pursuant to authority granted by Tennessee Code Annotated §§ 6-54-501, et seq. , and for the purpose of regulating construction, alteration, repair, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to any building or structure, the International Building Code ~~2012~~ **2018** edition, including Appendices D, G, and **K** thereto, as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the Building Code.

(2) Pursuant to authority granted by Tennessee Code Annotated, §6-54-502(c) the Building and Neighborhood Services Director shall adopt administrative regulations to incorporate subsequent amendments to the International Building Code, ~~2012~~ **2018** edition as prepared by the International Code Council. These amendments shall be identified by the Building and Neighborhood Services Director as to date and source and shall take effect as provided in Tennessee Code Annotated, §6-54-502 unless disapproved by resolution of the board of mayor and alderman.

SECTION II. That Title 12, Chapter 1, Section 12-103 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-103. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the International Building Code, ~~2012~~ **2018** edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, for the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-14

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 10 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 10, Section 12-1001 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**; and is approved to read as follows:

12-1001. One- and two-family dwelling code adopted.

(1)

Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501, et seq., and for the purpose of regulating the fabrication, erection, construction, enlargement, alteration, repair, location and use of detached one- and two-family dwellings, their appurtenances and accessory structures, so as to safeguard life, health, and public welfare, the International Residential Code, ~~2012~~ **2018** edition, with Appendix **G and J**, as prepared by the International Code Council, is hereby adopted and incorporated by reference as a part of this Code, and is hereinafter referred to as the one- and two-family dwelling code.

(2)

Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the Building and Neighborhood Services Director shall adopt administrative regulations to incorporate subsequent amendments to the International Residential Code, ~~2012~~ **2018** edition, as published by the International Code Council. These amendments shall be identified by the building and

neighborhood services director as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502, unless disapproved by resolution of the board of mayor and aldermen.

SECTION II. That Title 12, Chapter 1, Section 12-1003 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-1003. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the International Residential Code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the International Residential Code, ~~2012~~ **2018** edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, for the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Misty Lavender Foy
Assistant City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-15

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL PLUMBING CODE, 2018 EDITION.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 2, Section 12-201 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-201. Plumbing code adopted. (1) Pursuant to authority granted by Tennessee Code Annotated §§ 6-54-501, et seq., and for the purpose of regulating plumbing installations, including alterations, repairs, equipment, appliances, fixtures, fittings, and the appurtenances thereto, within or without the municipality, when such plumbing is or is to be connected with the municipal water or sewerage system, the International Plumbing Code, ~~2012~~ **2018** edition, as prepared by the International Code Council, is hereby adopted and incorporated by reference as a part of this Code and is hereinafter referred to as the plumbing code.

(2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the building and neighborhood services director shall adopt administrative regulations to incorporate subsequent amendments to the International Plumbing Code, ~~2012~~ **2018** edition, as published by the International Code Council. These amendments shall be identified by the building and neighborhood services director as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502 unless disapproved by resolution of the board of mayor and aldermen.

SECTION II. That Title 12, Chapter 1, Section 12-203 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-203. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the International Plumbing Code, ~~2012~~ **2018** edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-16

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 12, CHAPTER 9 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 9, Section 12-901 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-901. Mechanical code adopted. (1) Pursuant to authority granted by §§ 6-54-501, et seq. of the Tennessee Code Annotated, and for the purpose of providing minimum requirements for safe mechanical installations including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto, so as to safeguard life, health and public welfare for the protection of property, the International Mechanical Code, ~~2012~~ **2018** edition, with any amendments that may be added, as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this Code and is hereinafter referred to as the mechanical code.

(2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the Building and Neighborhood Services Director shall adopt administrative regulations to incorporate subsequent amendments to the International Mechanical Code, ~~2012~~ **2018** edition, as published by the International Code Council. These amendments shall be identified by the building and neighborhood services director as to date and source and shall take effect as provided in

Tennessee Code Annotated, § 6-54-502, unless disapproved by resolution of the board of mayor and aldermen.

SECTION II. That Title 12, Chapter 9, Section 12-903 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-903. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the International Mechanical Code, 2012 **2018** edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-18

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 12, CHAPTER 4 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 4, Section 12-401 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-401. Gas code adopted. (1) For the purpose of promoting the public health, safety, convenience and general welfare, there is hereby adopted, as the gas code for the City of Franklin, the International Fuel Gas Code, ~~2012~~ **2018** edition, as prepared by the International Code Council. One copy of the gas code shall be kept on file in the office of the recorder for the use and inspection of the public.

(2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the building and neighborhood services director shall adopt administrative regulations to incorporate subsequent amendments to the International Fuel Gas Code, ~~2012~~ **2018** edition, as published by the International Code Council. These amendments shall be identified by the building and neighborhood services director as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502 unless disapproved by resolution of the board of mayor and aldermen. Administrative regulations adopting amendments to the International Fuel Gas Code, 2012 edition, will be placed on file when they are published by the building and neighborhood services director, and at least 15 days before their effective date.

SECTION II. That Title 12, Chapter 4, Section 12-403 of the City of Franklin Municipal Code is hereby amended to incorporate the following text and is approved to read as follows:

12-403. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the building code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the International Fuel Gas Code, 2018 edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-19

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 12, CHAPTER 3 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE NFPA 70, NATIONAL ELECTRICAL CODE, 2017 EDITION."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 3, Section 12-301 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-301. Electrical code adopted. (1) Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of providing practical minimum standards for the safeguarding of persons and of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio, signaling, or for other purposes, the National Electrical Code, ~~2011~~ 2017 edition, as prepared by the National Fire Protection Association, is hereby adopted and incorporated by reference as a part of this Code and is hereinafter referred to as the electrical code.

(2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the Building and Neighborhood Services Director shall adopt administrative regulations to incorporate subsequent amendments to the National Electrical Code, ~~2011~~ 2017 edition, as prepared by the National Fire Protection Association. These amendments shall be identified by the Building and Neighborhood Services Director as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502, unless disapproved by resolution of the Board of Mayor and Alderman.

SECTION II. That Title 12, Chapter 3, Section 12-303 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-103. Available in recorder's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the electrical code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public. Administrative regulations adopting amendments to the National Electrical Code, ~~2011~~ **2017** edition will be placed on file when they are published by the Building and Neighborhood Services Director, and at least fifteen (15) days before their effective date.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-21

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 11 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL CODE COUNCIL A117.1-2017, STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES, 2017 EDITION.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 11, Section 12-1101 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-1101. Handicap accessibility code adopted. Pursuant to authority granted by of the Tennessee Code Annotated, § 68-120-204 for the purpose of regulating the minimum requirements for physically handicapped persons to have the same right as the able bodied to the full and free use of streets, highways, sidewalks, walkways, public buildings, public facilities, and all other buildings and facilities, both publicly and privately owned, which serve the public, the Board of Mayor and Aldermen of the City of Franklin hereby adopt the ICC A117.1-**2017** Accessible and Usable Buildings and Facilities, which shall be hereafter referred to as the Accessibility Code.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING 8/28/2018

PASSED SECOND READING _____

ORDINANCE 2018-22

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 6 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 12, Chapter 1, Section 12-101 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

12-601. Energy conservation code adopted. (1) Pursuant to the authority granted by Tennessee Code Annotated, §§ 13-19-105 through 13-19-107, and for the purpose of providing the minimum requirements for the effective use of energy in new buildings, the International Energy Conservation Code, 2018 edition, published by the International Code Council, is hereby adopted and incorporated by reference as a part of this Code, and is hereinafter referred to as the Energy Conservation Code.

SECTION II. That Title 12, Chapter 6, Section 12-603 of the City of Franklin Municipal Code is hereby amended to be approved to read as follows:

12-603. Modifications. (1) Pursuant to the authority granted by Tennessee Code Annotated, §§ 13-19-106, the provisions of the Energy Code that apply to buildings constructed under the adopted Residential Code shall be found in Chapter 4 of the 2009 International Energy Conservation Code published by the International Code Council. With this adoption, it is the intent of the City of Franklin to comply with the minimum energy code required by the State of Tennessee. (2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c) the

Building and Neighborhood Services Director shall adopt administrative regulations to incorporate subsequent amendments to the Energy Code when the State of Tennessee adopts a more current Energy Code. These amendments shall be identified by the Building and Neighborhood Services Director as to date and source in order to comply with minimum State requirements for exempt jurisdictions, and shall take effect as provided in Tennessee Code Annotated, § 6-54-502 unless disapproved by resolution of the Board of Mayor and Alderman.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____ August 28, 2018 _____

PASSED SECOND READING _____

ORDINANCE 2018-24

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 7, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, Tennessee Code Annotated Title 6, Chapter 54, Part 5 allows municipalities to adopt building codes by reference; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, many of the surrounding communities, have adopted or will adopt the 2018 International Code Council series of codes which allows builders, designers, and developers to reference one version of code books in the Middle Tennessee area.

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

SECTION I. That Title 7, Chapter 2, Section 7-202 of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

7-202. Fire code adopted. (1) Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 et seq., and for the purpose of regulating and governing the safe-guarding of life and property from fire or explosion, hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits in the City of Franklin, the ~~2012~~ **2018** edition of the International Fire Code, including Appendix B, Appendix C, and Appendix D, as prepared by the International Code Council, Inc., is hereby adopted by reference and included herein as part of this Code. Pursuant to the requirement of Tennessee Code Annotated, § 6-54-502, one copy of the International Fire Code has been filed with the recorder and is available for public use and inspection. The International Fire Code is adopted and incorporated as fully as if set out at length herein and shall be controlling within the corporate limits.

(2) Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the fire chief or his designee shall adopt administrative regulations to incorporate subsequent amendments to the International Fire Code, ~~2012~~ **2018** edition, as published by the International Code Council,

including its referenced standards in chapter 80, incorporating National Fire Protection Association amendments. These amendments shall be identified by the fire chief as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502, unless disapproved by resolution of the board of mayor and alderman. Administrative regulations adopting amendments to the International Fire Code, ~~2012~~ **2018** edition will be placed on file at the city recorder's office when they are published by the fire chief, and at least 15 days before their effective date.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any permit application received by the Building and Neighborhood Services Department on or after **January 1, 2019**, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna Billingsley
City Attorney

PASSED FIRST READING _____ 8/28/2018 _____

PASSED SECOND READING _____