



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, May 8, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [18-0103](#) Consideration of Ordinance 2018-35, An Ordinance to Amend TITLE 10 of the City of Franklin Municipal Code to Add a New Chapter 3, to Restrict the Sale of Dogs and Cats at Pet Stores. (Referred for further discussion from 02/13/18 WS; deferred from 05/08/18 WS, 10/23/18 Work Session, 11/27/18 BOMA 1st Reading 5-3) SECOND AND FINAL READING

Sponsors:

Ald. Beverly Burger

Attachments:

[2018-35 AMENDED Ordinance Restricting the Retail Sale of Dogs and Cats.La](#)

[18-0103 PIJAC Testimony Franklin TN.pdf](#)

[2018-35 Ordinance Restricting the Retail Sale of Dogs and Cats Law Approver](#)

[2018-35 Ordinance Restricting the Retail Sale of Dogs and Cats.Law Approved](#)

[Humane Society Model Ordinance Restricting Retail Sale of Dogs and Cats - 20](#)

[Exhibit A Hallandale Beach Florida Ordinance.pdf](#)

[Exhibit B House Bill 1662.pdf](#)

[American Kennel Club letter.pdf](#)

[Title 8 BL2018-1159 ORD.pdf](#)

[18-0103 HSUS Petland Report 2018 FINAL.pdf](#)

[18-0103 PDF from Ald Bev Burger.pdf](#)

Legislative History

2/13/18 Work Session referred as an Old Business Item to the
Work Session

2. [18-0437](#) Presentation and Status Update by Franklin Housing Commission

Sponsors:

Building and Neighborhood Services (BNS) and Chris Bridgewater

3. [18-0463](#) Consideration Of Event Permit For Wine Down Main Street Sponsored By The Boys And Girls Club Of Middle Tennessee On November 3, 2017 In Downtown Franklin. (05/08/18 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [WDMS REVISED App 2018](#)
4. [18-0464](#) Consideration of Event Permit for Prayer Breakfast at the Park at Harlinsdale Farm sponsored by Unite Williamson on October 20, 2018. (05/08/18 WS)
- Sponsors:** Lisa Clayton
- Attachments:** [Unite Williamson 2018 REVISED App](#)
5. [18-0465](#) Consideration of Event Permit for Porchfest sponsored by the Westhaven Foundation on June 16, 2018 in Westhaven (05/08/18 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [Porchfest 2018 REVISED App](#)
6. [18-0462](#) *Consideration Of Certificate Of Compliance RENEWAL For Wine In Grocery Stores For Aldi Inc. (Tennessee) D/B/A Aldi#52) Located At 209 S. Royal Oaks Boulevard, Franklin, TN, 37064 (Jesus Lopez, Managing Agent; Jason C. Hart, Chairman and CEO; David K. Behm, President; Charles E. Youngstrom, COO, and Terry R. Pfortmiller, Secretary/Treasurer)
- Sponsors:** Lanaii Benne
- Attachments:** [ALDI #52 05-08-18 RENEWAL.pdf](#)
7. [18-0411](#) *Consideration Of Procurement Award To Symetra Life Insurance Co. Of Enfield, Connecticut For Voluntary Group Term Life Insurance With Accidental Death & Dismemberment Benefits And Voluntary Short-Term Disability Insurance For A Three-Year Term Of Service To Be Effective July 1, 2018, With Two (2) One-Year Options To Extend The Term Of Service (Purchasing Office Procurement Solicitation No. 2018-015; Contract No. 2018-0082)
- Sponsors:** Kevin Townsel and Sara Sylvis
- Attachments:** [2018-015 Tabulation of proposals 2017.04.28.1036](#)
8. [18-0412](#) Consideration of procurement award to Automated Collection Services, Inc. (ACSI) of Nashville, Tennessee for bad debt collection services for Revenue Management and City Court (Purchasing Office Procurement Solicitation No. 2018-012; Contract No. 2018-0083) (05/08/18 WS)
- Sponsors:** Lawrence Sullivan
- Attachments:** [2018-012 Tabulation of proposals 2018.04.27.1706](#)

9. [18-0442](#) *Consideration Of Resolution 2018-35, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Employees' Pension Plan, Providing A Cost Of Living Adjustment To The Monthly Benefit For Retired Recipients, Effective July 2018.

Sponsors: Eric Stuckey and Kristine Brock

Attachments: [History of Closed Franklin Pension cost of living adjustment 2018](#)
[2018-35 RES Cost of Living increase for retirees.Law Approved](#)

10. [18-0361](#) Consideration of Ordinance 2018-06, To Be Entitled: "An Ordinance To Amend Chapter 5 Of The Zoning Ordinance Of The City Of Franklin, Tennessee, To Amend Various Sections Of The Sign Regulations Pertaining To Temporary Signs, And Adding A New Temporary Sign Type For Temporary Multi-Story Building Development-In-Progress Signs." (04/26/18 FMPC 9-0, 05/08/18 1st Reading 7-0, 06/12/18 2nd Reading 7-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, James Svoboda and Emily Hunter

Attachments: [Ordinance 2018-06 Temporary Multi-Story Building Development In Progress S](#)

Legislative History

4/26/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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11. [18-0414](#) *Consideration of Amendment No. 5 to the Professional Services Agreement (COF Contract No. 2013-0034) with CDM Smith, Inc. for the Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, from South of SR-96, West of Franklin, to East of SR-106 (US-431), North of Franklin, Williamson County] at a Cost Increase Not-to-Exceed \$32,640.00

Sponsors: Engineering

Attachments: [COF 2013-0034 - Mack Hatcher Amendment No 5_with attachment.Law Approv](#)

12. [18-0454](#) *Consideration of Resolution 2018-36 Authorizing the Use of the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) Prior to July 1, 2018

Sponsors: Engineering

Attachments: [2018-36 Authorize Use On-Call Services_with Exhibit A](#)
[18-0454 Jarrett Builders 4-26-18.pdf](#)

13. [18-0479](#) *Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2016-0325) with Alfred Benesch and Company for the SR-96W Multi-Use Trail Project for a Cost Increase in the Amount Not-to-Exceed \$46,226.50

Sponsors: Engineering

Attachments: [2016-0325 Amend1 PSA Benesch SR96WTrail Design with Attachment A.](#)

14. [18-0458](#) PUBLIC HEARING: Consideration of Ordinance 2018-07, "An Ordinance to Amend the City of Franklin Municipal Code, Title 15; Chapter 6, Title 15; Chapter 7; Section 14-703 and Appendix A; Chapter 15 to Revise and Update Parking Regulations". (05/08/18 WS, 05/22/18 BOMA 1st Reading Deferred to 06/12/18 BOMA; 06/12/18 BOMA 1st Reading BOMA Choose Option "A" 5-2) SECOND AND FINAL READING

Sponsors: Paul Holzen and Kristine Brock

Attachments: [Ord 2018-07 Parking April 9 2018.Law Approved](#)
[DRAFT - ORD 2018-27 PARKING TIME LIMIT EXHIBIT A](#)
[DRAFT - ORD 2018-27 parking time limit](#)

15. [18-0424](#) Consideration of DRAFT Resolution 2018-29, "A Resolution to Implement Time Restricted Parking Within the Core Commercial / Retail Historic Downtown Area".

Sponsors: Paul Holzen

Attachments: [Submitted Res 2018-29 parking time limit - EXHIBITS](#)
[Submitted Res 2018-29 parking time limit](#)

16. [18-0210](#) Consideration of Resolution No. 2018-27, "A Resolution to Fund and Authorize Staff to Proceed with the Design, ROW Acquisition and Construction Phase for the West Main Street Bridge Modifications Project (Located Just Northeast of Roberts Street (CIC 2/22/18 3-0, 03/13/18 WS, 05/08/18 WS)

Sponsors: Paul Holzen and Jonathan Marston

Attachments: [Res 2018-27 - West Main Bridge Widening_with attachment.Law Approved.pdf](#)
[Ped Counts](#)
[Submitted Res 2018-27 - West Main Bridge Widening - Exhibit A](#)
[Submitted Res 2018-27 - West Main Bridge Widening](#)

Legislative History

3/13/18 Work Session referred to the Work Session

17. [18-0455](#) Consideration of Resolution 2018-37, A Resolution To Approve An Alternative Preliminary Design Concept For The 100-Block Battle Avenue Drainage Improvements Project And Authorize Staff To Complete Right-Of-Way Acquisition, Final Design And Construction (04/26/18 CIC recommended Option 2B to BOMA 3-0) (05/08/18 WS to 6/12/18 Work session; 6/12/18 WS referred to 6/26/18 WS).

Sponsors: Paul Holzen

Attachments: [BATTLE AVE PRESENTATION 4-2018.pdf](#)
[Res 2018-37 Battle Ave Drainage Improvements_with Exhibit A.Law Approved](#)
[Stormwater Forecast - FY 2019-2022.pdf](#)

18. [18-0422](#) Consideration Of Amendment A To Memorandum Of Understanding (MOU) between the City of Franklin and Williamson County, Tennessee for Breathalyzer Tests (COF Contract No. 2014-0067). (05/08/18 WS)

Sponsors: Shauna Billingsley

Attachments: [2014-0067 Amendment A \(to K#14-038\) Franklin Breathalyzer-K#18-152-RC SI](#)
 [Original COF Contract 2014-0067.pdf](#)

Other Business

Adjournment

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



**PET INDUSTRY JOINT
ADVISORY COUNCIL**
1615 Duke Street, Suite 100
Alexandria, VA 22314
Tel: 202-452-1525

TESTIMONY OF THE PET INDUSTRY JOINT ADVISORY COUNCIL BEFORE THE FRANKLIN,
TENNESSEE BOARD OF MAYOR AND ALDERMEN REGARDING A PROPOSED ORDINANCE
RELATING TO THE SALE OF DOGS AND CATS

December 7, 2018

The Pet Industry Joint Advisory Council (PIJAC) appreciates the opportunity to offer the Franklin Board of Mayor and Aldermen our views regarding the proposed ordinance amending Title 10 of the City of Franklin Municipal Code to restrict the retail sale of dogs and cats at pet stores.

As the country's largest pet trade association, representing the interests of all segments of the pet industry throughout the United States, PIJAC counts among its members national associations, organizations, corporations and individuals involved in the commercial pet trade. More specifically, PIJAC represents the interests of pet stores, distributors, pet supply manufacturers, breeders, retailers and pet owners throughout the state of Tennessee and across the United States.

The ordinance perpetuates the unsubstantiated assertion that pet store animals generally come from substandard breeding facilities, a commonly used smoke screen that obscures the fact that the overwhelming majority of pet owners who choose to purchase from pet stores bring home a happy, healthy pet and remain highly satisfied with their pet store experience.

The reality is that almost all pet stores source their puppies from either USDA licensed breeders who are regularly inspected and found to comply with appropriate care standards or small-scale hobby breeders who are not eligible to be licensed by the USDA, a standard that we strongly support mandating through legislation. In contrast, many of the dogs and cats from other sources, including rogue Internet operators, private sales, shelters and rescues, did not come from licensed breeders.

In considering a citywide retail pet sale ban, the Board of Mayor and Aldermen risks enacting a law that will not only fail to stop the bad actors who operate substandard breeding operations but will actually exacerbate the very problem a retail sales prohibition seeks to address. Banning the sale of dogs and cats by pet stores that are subject to strict regulation and sourcing transparency will eliminate the only licensed and regulated source for animals, forcing pet owners to look to unregulated sources.

This ban would not protect consumers, as customers already enjoy far more protection in the law for the animals they get from pet stores than from any other source. They would merely be deprived of looking to a pet store as one of several alternatives for acquiring a pet, and in the process lose statutory protections that they currently enjoy. It does not protect the animals themselves. Pet store puppies are as healthy as any others and typically receive more frequent veterinary care than puppies from other sources. Additionally, consumers who buy their animals from pet stores enjoy extra protections in the event the animal purchased is sick or diseased.

As discussed in a Fox News opinion piece written by Sheila Goffe of the American Kennel Club, "It's hard to know if a rescue dog was legitimately in need of re-homing, bred for the retail rescue market or a random-

source foreign animal imported en masse. And without records on origin and health, chances increase it could have serious temperament issues and be carrying serious diseases¹.” In passing a pet sale ban in Franklin, the city risks reducing consumer protections and limiting the availability of information that responsible pet owners need to choose the right pet.

A retail pet sales ban serves to target responsible pet stores, while exempting others who need not even comply with the standards under which pet stores already operate. Animals delivered to pet stores in Tennessee already highly regulated:

- In the state of their birth
- In the state of their distributor
- By the federal government
- And animal cruelty is a criminal offense everywhere

Further, some make the claim that prohibiting the sale of commercially bred dogs and cats in pet stores will lead to more adoptions of shelter animals. No independently developed data supports this claim. PIJAC knows that animal control facilities and non-profits are often excellent sources for pets for some prospective pet owners, though not for everyone. Many shelter animals are relinquished because of socialization or health issues. Adoption may not be an appropriate option for families looking for a certain breed of animal for health considerations. There are varied reasons why families choose the animals they do. They should have a choice and not be denied the pet that best fits their family’s requirements.

Hyperbole and emotionalism are poor substitutes for rational evaluation of objective information in establishing public policy. PIJAC recognizes that a few substandard facilities supplying pet stores do exist, as do substandard breeders providing dogs directly to the public and, in fact, substandard shelters exist as well. And, PIJAC’s efforts to ensure humane standards of care are met in all of these facilities will continue. However, singling out pet stores for specious generalizations based on anecdotal evidence will **NOT** eliminate the existence of substandard conditions. While this may be a “feel good” approach it only diverts attention away from efforts to really accomplish effective solutions and we urge the Board of Mayor and Aldermen not to move forward with any proposed ordinance that targets pet stores in this way.

PIJAC is highly sympathetic to the concerns motivating this proposed ordinance, but an outright ban on retail pet sales is unjustified, harmful to the future of the local economy and ultimately will fail to better protect pets. We respectfully urge the Board of Mayor and Aldermen to reject the ban and not impose excessive restrictions on all pet owners by shuttering legitimate local businesses that are committed to the health, safety and well-being of the animals they provide to Franklin families.

If the purpose of this proposal is to encourage tighter restrictions on the sources of animals coming into Franklin and Tennessee as a whole, PIJAC would welcome the opportunity to work with the Board of Mayor and Aldermen and other elected officials to raise the bar to ensure proper animal sourcing that protects dogs and cats. For instance, common sense solutions would require:

- Animals come from only USDA licensees
- Breeders sourcing animals in any current or future Franklin pet stores shall not have an entry on their last USDA inspection report that directly impacts animal health -these inspection reports could travel with the animal and be made available to the customer

¹ Goffe, Sheila. “The US Has Become a Dumping Ground for Foreign 'Puppy Mill' and 'Rescue' Dogs. Here's What Needs to Change.” Fox News, FOX News Network, 30 June 2018, www.foxnews.com/opinion/2018/06/30/us-has-become-dumping-ground-for-foreign-puppy-mill-and-rescue-dogs-here-s-what-needs-to-change.html.

We would welcome the opportunity to work with the City of Franklin to arrive at a meaningful solution to the public policy concerns related to the care of animals. By working together, we can make sure that Franklin's citizens continue to have access to healthy animals to love as pets now and in the future.

Thank you for your consideration of our views.

Sincerely,

Savonne Caughey
Director of Government Affairs
Pet Industry Joint Advisory Council (PIJAC)

ORDINANCE NUMBER 2018-35

AN ORDINANCE TO AMEND TITLE 10 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO ADD A NEW CHAPTER 3, TO RESTRICT THE RETAIL SALE OF DOGS AND CATS AT PET STORES

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water, and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer’s ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin, Tennessee, to adopt reasonable regulations to reduce costs to Franklin and its residents, protect the citizens of Franklin who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Franklin.

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

SECTION I: That Title 10 of the City of Franklin Municipal Code is hereby amended to create a new Chapter 3 as follows:

Chapter 3 – Retail Sale of Dogs and Cats at Pet Stores

Section 10-301. – Definitions

For the purposes of this chapter, the following terms have the following meanings:

“Animal care facility” means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

“Animal rescue organization” means any not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity that is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

“Breeder” means a person who maintains dogs or cats for breeding and selling their offspring.

“Broker” means a person who transfers dogs or cats for resale by another.

“Cat” means all members of the cat family, including both male and female.

“Dog” means all members of the dog family, including both male and female.

“Offer for sale” means to sell, offer for sale or adoption, barter, auction, give away, or otherwise transfer a dog or cat.

“Person” means any individual, partnership, corporation, or association or any other legal entity, or any agent or employee thereof.

“Pet store” means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered “Pet Stores.”

Section 10-302. – Restrictions on the Sale of Dogs and Cats

A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

1. An animal care facility, as defined in this chapter; or
2. An animal rescue organization, as defined in this chapter.

B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.

D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 10-303.- Pre-Existing Pet Store Facilities

Pre-Existing pet store facilities established prior to the effective date of this Ordinance shall be considered non-conforming under Tennessee's pre-existing nonconforming use law, *Tennessee Code Annotated*, § 13-7-208.

Section 10-304. – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

SECTION II. If 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 shall remain in 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: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall take effect 90 days 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

Approved as to form by:

Sauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2017-XX

TO BE ENTITLED: “AN ORDINANCE TO CREATE CHAPTER 3 OF TITLE 10 – ANIMAL CONTROL OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF RESTRICTING THE RETAIL SALE OF DOGS AND CATS AT PET STORES.”

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until some time after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal and State regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially bred puppies and kittens at pet stores will decrease the demand for puppies and kittens bred in

puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the City.

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

SECTION I. That Title 10, Chapter 3 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

CHAPTER 3. – RETAIL SALE OF DOGS AND CATS AT PET STORES

Sec. 10-301. – Definitions

Sec. 10-302.— Restrictions on the Sale of Dogs and Cats.

Sec. 10-303.— Penalties

Sec. 10-301. – Definitions.

(1) *Animal care facility* – An animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

(2) *Animal rescue organization* – Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes.

This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

(3) *Breeder* – A person who maintains dogs or cats for the purpose of breeding and selling their offspring.

(4) *Broker* – A person who transfers dogs or cats for resale by another.

(5) *Cat* – A member of the *Felis catus* family.

(6) *Dog* – A member of the *Canis familiaris* family, or resultant hybrid.

(7) *Offer for sale* – To sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

(8) *Person* – Any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

(9) *Pet store* – A retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered “Pet Stores.”

Sec. 10-302. – Restrictions on the Sale of Dogs and Cats.

(1) A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

(a) An animal care facility, as defined in this chapter; or

(b) An animal rescue organization, as defined in this chapter.

(2) A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any Animal Control Officer, Health Officer, or any law enforcement agency.

(4) Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Sec. 10-303. – Penalty.

Any person found in violation of any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined as specified in appendix A, comprehensive fees and penalties, for each offense. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

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 take effect 90 days after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee, requiring it.

ORDINANCE NO. 2012 - 03

AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES BY CREATING A NEW SECTION 6-12, ENTITLED "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the united States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories," that mass-produce animals for sale to the public, many of which are sold at retail in pet stores; and

WHEREAS, because of the lack of proper animal husbandry practices at those facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, while breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, while not all dogs and cats sold in retail pet stores are not the products of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet stores; and

WHEREAS, the City Commission believes that prohibiting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the prohibition of the retail sale of dogs and cats in pet stores in the City will also encourage pet consumers to adopt dogs and cats from shelters, thereby saving animals' lives and reducing the cost to the public of sheltering animals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. Chapter 6, Article I, Animals, of the Code of Ordinances of the City of Hallandale Beach, Florida, is amended to create Section 6-12, "Retail Sale of Dogs and Cats," as follows:

Section 6-12. Retail Sale of Dogs and Cats.

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

- a. "Animal rescue organization" means a duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals and which does not breed animals.
- b. "Animal shelter" means a municipal or related public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.
- c. "Cat" means an animal of the Felidae family of the order Carnivora.
- d. "Certificate of source" means a document declaring the source of origin of the dog or cat sold or transferred or offered for sale or transfer. A certificate of source shall include the name and address of the original source of the dog or cat and license information if the original source breeder is licensed by the United States Department of Agriculture and shall be signed by both the pet store certifying the accuracy of the certificate and by the purchaser or transferee of the dog or cat acknowledging receipt of the certificate.
- e. "Dog" means an animal of the Canidae family of the Carnivora.
- f. "Pet store" means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat (see also Pet Shop Chapter 6 Section 1).
- g. "Pet store operator" means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats.

No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the City of Hallandale Beach.

(3) *Exemptions.* This section does not apply to:

- a. A person or pet store that sells, delivers, offers for sale, trades, barter, leases, rents, auctions, gives away, or otherwise transfers or disposes of dogs and/or cats that were bred and reared on property owned by and zoned for the person or pet store.
- b. An animal shelter.
- c. An animal rescue organization.
- d. An animal shelter or animal rescue organization that operates out of or in connection with a pet store.

(4) *Certificate of Source.*

A pet store shall post and maintain, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred.

(5) *Violations – Enforcement.*

- a. Any person who violates this section shall be subject to the penalties set forth in Section 9-5 of this Code of Ordinances.
- b. Additionally, the City may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.

- c. In addition to any other penalty, a pet store owner who is found to have falsified a certificate of source shall pay \$2,500.00 in damages to each recipient of such falsified certificate.

SECTION 2. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Hallandale Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

SECTION 4. In the event that any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

SECTION 5. This Ordinance shall become effective immediately upon passage by the City Commission on second reading.

PASSED AND ADOPTED on 1st reading April 4, 2012.

PASSED AND ADOPTED on 2nd reading April 18, 2012.


MAYOR-COMMISSIONER

ATTEST:


CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
FORM


V. LYNN WHITFIELD
CITY ATTORNEY

VOTE
AYE/NAY

Mayor Cooper	☒
Vice Mayor Sanders	☒
Comm. Lewy	☒
Comm. London	☒
Comm. Ross	☒

HOUSE BILL 1662

C2

8lr2363

By: **Delegates Kramer, Busch, Arentz, Aumann, Barkley, Barve, Brooks, Carey, Chang, Cullison, Davis, Fennell, Frush, Hixson, Impallaria, Jameson, Kelly, Lam, R. Lewis, Luedtke, Metzgar, Miele, Moon, Morales, Platt, Robinson, Sanchez, Stein, Valderrama, Waldstreicher, and K. Young**

Introduced and read first time: February 9, 2018

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **No More Puppy–Mill Pups Act of 2018**

3 FOR the purpose of prohibiting certain retail pet stores from offering for sale, transferring,
4 or disposing of cats or dogs; repealing certain provisions of law that authorize the
5 sale of certain cats and dogs and set forth the requirements for a retail pet store that
6 offers to sell certain cats or dogs under certain circumstances; repealing certain
7 provisions of law relating to remedies a certain purchaser is entitled to after
8 purchasing a certain cat or dog; providing for the construction of a certain provision
9 of this Act; making certain conforming changes; altering a certain definition; defining
10 a certain term; and generally relating to a prohibition on the sale, transfer, or
11 disposal of cats and dogs by retail pet stores.

12 BY repealing and reenacting, with amendments,
13 Article – Business Regulation
14 Section 19–701, 19–706, and 19–707
15 Annotated Code of Maryland
16 (2015 Replacement Volume and 2017 Supplement)

17 BY repealing and reenacting, without amendments,
18 Article – Business Regulation
19 Section 19–702
20 Annotated Code of Maryland
21 (2015 Replacement Volume and 2017 Supplement)

22 BY repealing
23 Article – Business Regulation
24 Section 19–702.1, 19–703, 19–704, and 19–705
25 Annotated Code of Maryland

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2015 Replacement Volume and 2017 Supplement)

BY adding to

Article – Business Regulation

Section 19–703

Annotated Code of Maryland

(2015 Replacement Volume and 2017 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Business Regulation

19–701.

(a) In this subtitle the following words have the meanings indicated.

(b) “Animal control unit” has the meaning stated in § 10–617 of the Criminal Law
Article.

(c) **(1)** “Animal welfare organization” means a nonprofit organization
[established to promote animal welfare]:

(I) that has tax exempt status under § 501(c)(3) of the U.S. Internal
Revenue Code; AND

**(II) WHOSE MISSION AND PRACTICE IS THE RESCUE OF
ANIMALS AND THE PLACEMENT OF THOSE ANIMALS IN PERMANENT HOMES.**

**(2) “ANIMAL WELFARE ORGANIZATION” DOES NOT INCLUDE AN
ORGANIZATION THAT OBTAINS ANIMALS FROM A BREEDER OR BROKER IN
EXCHANGE FOR PAYMENT OR COMPENSATION.**

(d) “Breeder” means a person who breeds or raises dogs to sell, exchange, or
otherwise transfer to the public.

**[(e) “Clinically ill” means an illness that is apparent to a licensed veterinarian
based on observation, examination, or testing of the dog.]**

(f) (1) “Dealer” means a person who, for compensation:

(i) buys, sells, or negotiates the purchase of a dog; or

(ii) delivers for transport or transports a dog.

(2) “Dealer” does not include a person who transports a dog as a carrier

1 only.

2 (g) “Nonelective surgical procedure” means a surgical procedure that is necessary
3 to preserve or restore the health of an animal or to correct a condition that would:

4 (1) interfere with the animal’s ability to walk, run, jump, or otherwise
5 function in a normal manner; or

6 (2) cause pain and suffering to the animal.]

7 (E) **“BROKER” MEANS A PERSON WHO TRANSFERS DOGS FOR RESALE BY**
8 **ANOTHER PERSON.**

9 [(h)] (F) “Offer for sale” includes to sell, offer to transfer, offer for adoption,
10 advertise for the sale, barter, auction, [giveaway] **GIVE AWAY**, or otherwise dispose of a
11 domestic animal.

12 [(i) “Purchaser” means any person who purchases a dog from a retail pet store.]

13 [(j)] (G) “Retail pet store” means a for-profit establishment open to the public
14 that sells or offers for sale domestic animals to be kept as household pets.

15 19–702.

16 This subtitle does not apply to an animal welfare organization or animal control unit
17 operating within a retail pet store.

18 [19–702.1.

19 (a) A retail pet store may offer a dog or cat for sale only if the dog or cat is obtained
20 from:

21 (1) an animal welfare organization;

22 (2) an animal control unit;

23 (3) the original breeder of the dog or cat if the breeder meets the
24 requirements under subsection (b) of this section; or

25 (4) a dealer that obtained the dog or cat from the original breeder if the
26 dealer and original breeder meet the requirements under subsection (b) of this section.

27 (b) A retail pet store shall ensure that a person under subsection (a)(3) or (4) of
28 this section from which the retail pet store obtains a dog or cat, as of the day the retail pet
29 store receives the dog or cat:

(1) holds a current license under the Animal Welfare Act from the U.S. Department of Agriculture; and

(2) has not received from the U.S. Department of Agriculture, in accordance with an enforcement action of the laws and regulations under the federal Animal Welfare Act:

(i) a citation on a final inspection report for a direct or critical violation within the 2-year period before the day the dog or cat is received by the retail pet store;

(ii) citations on two or more consecutive final inspection reports for one or more repeat noncompliant items within the 2-year period before the day the dog or cat is received by the retail pet store;

(iii) a citation on both of the two most recent final inspection reports for a no-access violation; or

(iv) three or more citations on the most recent final inspection report for separate noncompliant items other than no-access violations.]

[19-703.

(a) A retail pet store that sells dogs shall:

(1) post conspicuously on each dog's cage:

(i) the breed, age, and date of birth of the dog, if known;

(ii) if obtained from a breeder or dealer, the state in which the breeder and, if applicable, the dealer of the dog is located;

(iii) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(iv) if obtained from an animal control unit, the name of the animal control unit; and

(v) if obtained from an animal welfare organization, the name of the animal welfare organization and the organization's federal tax identification number;

(2) post conspicuously on each dog's cage or, if the posting would block viewing the dog in the cage, near the dog's cage, if obtained from a breeder or dealer, the final inspection reports for the breeder and, if applicable, the dealer, issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(3) maintain a written record that includes the following information about each dog in the possession of the retail pet store:

(i) the breed, age, and date of birth of the dog, if known;

(ii) the sex, color, and any identifying markings of the dog;

(iii) documentation of all inoculations, worming treatments, and other medical treatments, if known, including the date of the medical treatment, the diagnoses, and the name and title of the treatment provider;

(iv) if obtained from a breeder or dealer, the name and address of:

1. the breeder and, if applicable, the dealer who supplied the dog;

2. the facility where the dog was born; and

3. the transporter or carrier of the dog, if any;

(v) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(vi) if obtained from a breeder or dealer, the final inspection reports issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(vii) if obtained from an animal control unit, the name and address of the animal control unit;

(viii) if obtained from an animal welfare organization, the name and address of the animal welfare organization;

(ix) any identifier information, including a tag, tattoo, collar number, or microchip; and

(x) if the dog is being sold as registered or registrable:

1. the names and registration numbers of the sire and dam; and

2. the litter number; and

(4) for each dog acquired by the retail pet store, maintain a written record of the health, status, and disposition of the dog, including any documents that are required at the time of sale.

(b) A retail pet store shall maintain a copy of the records required under subsection (a)(3) of this section for at least 2 years after the date of sale of the dog.

(c) A retail pet store shall make the records required under subsection (a)(3) of this section available to:

(1) the Division of Consumer Protection of the Office of the Attorney General on reasonable notice;

(2) any bona fide prospective purchaser on request;

(3) the purchaser at the time of a sale; and

(4) an animal control unit.]

19-703.

(A) A RETAIL PET STORE MAY NOT OFFER FOR SALE OR OTHERWISE TRANSFER OR DISPOSE OF CATS OR DOGS.

(B) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT A RETAIL PET STORE FROM COLLABORATING WITH AN ANIMAL WELFARE ORGANIZATION OR ANIMAL CONTROL UNIT TO OFFER SPACE FOR THESE ENTITIES TO SHOWCASE CATS OR DOGS FOR ADOPTION.

[19-704.

(a) A retail pet store shall provide to a purchaser at the time of a sale of a dog:

(1) a health certificate from a veterinarian licensed in the State issued within 30 days before the date of sale certifying that the dog:

(i) has no known disease, illness, or congenital or hereditary condition which is diagnosable with reasonable accuracy; and

(ii) does not appear to be clinically ill from parasitic infection at the time of the examination;

(2) the written record about the dog maintained by the retail pet store under § 19-703(a)(3) of this subtitle; and

(3) a statement notifying the purchaser of the specific rights available to the purchaser under this subtitle.

(b) It is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article for a retail pet store to include any false or misleading statements

1 in the health certificate or written record provided to a purchaser under subsection (a) of
2 this section.]

3 [19–705.

4 (a) (1) A person who purchased a dog from a retail pet store is entitled to a
5 remedy under this section if:

6 (i) within 7 days after the date of the sale, the person had the dog
7 examined by a veterinarian licensed in the State and, within 14 days after the date of the
8 sale, the licensed veterinarian states in writing that the dog suffers from or has died of a
9 disease or illness adversely affecting the health of the dog and that existed in the dog on or
10 before the date of delivery to the purchaser; or

11 (ii) within 180 days after the date of the sale, a licensed veterinarian
12 states in writing that the dog possesses or has died of a congenital or hereditary condition
13 adversely affecting the health of the dog or that requires hospitalization or a nonelective
14 surgical procedure.

15 (2) Intestinal or external parasites may not be considered to adversely
16 affect the health of the dog unless the presence of the parasites makes the dog clinically ill.

17 (b) (1) A purchaser entitled to a remedy under subsection (a) of this section
18 may:

19 (i) return the dog to the retail pet store for a full refund of the
20 purchase price;

21 (ii) exchange the dog for another dog of comparable value chosen by
22 the purchaser, if available; or

23 (iii) retain the dog and be reimbursed by the retail pet store for
24 reasonable and documented veterinary fees for diagnosis and treatment of the dog, not
25 exceeding the purchase price of the dog.

26 (2) Unless the owner or operator of the retail pet store contests a
27 reimbursement required under paragraph (1)(iii) of this subsection, the reimbursement
28 shall be made to the purchaser no later than 10 business days after the retail pet store
29 receives the veterinarian's statement under subsection (c) of this section.

30 (c) To obtain a remedy under this section, a purchaser shall provide to the owner
31 or operator of the retail pet store, within 5 business days after receipt, a written statement
32 from a licensed veterinarian that the dog suffers from or has died of a disease, illness, or
33 congenital or hereditary condition adversely affecting the health of the dog and that existed
34 in the dog on or before the date of delivery to the purchaser.

35 (d) A purchaser is not entitled to a remedy under this section if:

(1) the illness or death resulted from:

(i) maltreatment or neglect by the purchaser;

(ii) an injury sustained after the delivery of the dog to the purchaser;

or
(iii) an illness or disease contracted after the delivery of the dog to the purchaser;

(2) the purchaser does not carry out the recommended treatment prescribed by the veterinarian who made the diagnosis; or

(3) the illness, disease, or congenital or hereditary condition was disclosed at the time of purchase.]

[19–706.] 19–704.

(a) [Except as provided in subsection (b) of this section, a violation of this subtitle:

(1) is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

(2) is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

(b) (1)] A violation of [§ 19–702.1 of] this subtitle:

[(i)] (1) is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

[(ii)] (2) except for the provisions of § 13–411 of the Commercial Law Article, is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

[(2)] (B) Each offer of an animal for sale in violation of [§ 19–702.1 of] this subtitle is a separate violation.

[19–707.] 19–705.

Nothing in this subtitle limits[:

(1) the rights or remedies otherwise available to a purchaser;

1 (2) the ability of the owner or operator of a retail pet store and purchaser
2 to agree to additional terms and conditions that do not impair the rights granted to a
3 purchaser under this subtitle; or

4 (3)] the ability of the State or a local government to prosecute the owner or
5 operator of a retail pet store for any other violation of law.

6 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
7 October 1, 2018.



AMERICAN
KENNEL CLUB®

May 8, 2018

The Honorable Ken Moore
Members of the Franklin Board of Mayor and Aldermen
109 3rd Avenue South
Franklin, TN 37064

RE: AKC Supports Consumer Choice, Urges Caution in Promoting Unregulated Sources of Pets

Dear Mayor Moore and Members of the Board of Mayor and Alderman,

On behalf of responsible dog owners and future dog owners in Franklin, the American Kennel Club (AKC) wishes to share our grave concerns regarding a proposed ordinance that seeks to ban the retail sale of pets obtained from regulated breeders and promote only the sale of pets sourced from shelter and rescue distributors and importers.

The AKC shares your concerns about the wellbeing of all pets. As a not-for profit organization dedicated to the health and wellbeing of all dogs, our clubs operate the largest purebred rescue network in the nation. We advocate for responsible dog ownership and support strong enforcement of the Federal Animal Welfare Act, including the updated 2014 retail pet store rule that requires breeders who sell pets sight unseen or to pet stores to be inspected and meet federal animal welfare requirements.

We are concerned that legislation proposed in Franklin ignores these recent advances and seeks to ban the retail sale of pets obtained from licensed, inspected, and regulated breeders. We are concerned about legislation that would remove from the local markets the most regulated sources of pets, while promoting pets obtained from sources that frequently lack animal welfare oversight.

Likewise, we are concerned that numerous animal shelters, rescue groups, and humane societies are engaged in transporting “rescue” pets to and through Tennessee without obtaining required U.S. Department of Agriculture licensure and/or registration and complying with the regulations thereto. Banning properly-regulated sources of pets in favor of pets from sources that may operate without state or federal oversight is not in the best interest of either the animals or the community.

Further, we are concerned about a growing practice among certain rescue groups to purchase dogs from the same commercial sources they decry, and then transport and resell those pets without required oversight.

Of additional concern, as reported in a 2016 study which surveyed 193 individuals associated with animal shelter and rescue organizations in the U.S., “Only 19% of participants mentioned requiring health certificates, even though most state laws require them for dogs entering their state. As most of the dogs were transported by car, it is important to note that pre-transfer medical requirements, or lack thereof, have the potential to impact not only the destination organizations and their communities, but also the states and regions through which the dogs travel.”

We ask you to observe that nothing in this ordinance would limit or prohibit “animal care facilities” and “animal rescue organizations” from purchasing, importing, transporting, and otherwise acquiring dogs for purposes of resale under the guise of “rescue”.

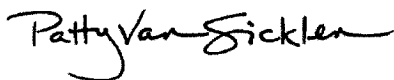
The AKC emphatically supports freedom of choice in selecting a pet. We actively promote efforts to ensure that people understand the demands of responsible ownership and have access to a pet that is right for them. An important part of ensuring the success of a pet with a new owner is to ensure that the animal selected is an appropriate fit with the owner’s lifestyle. Treasured pets may be obtained from a variety of sources, including breeders, pet stores, rescues, and local shelters. However, when consumer choice is limited and a prospective pet owner cannot acquire a pet that is an appropriate fit for their lifestyle, that animal is more likely to be returned to the shelter system.

If Franklin wishes to enact a policy that protects consumers, we encourage you to pursue a policy similar to the one adopted by the State of Connecticut. Their law prohibits retail pet stores or dealers from purchasing animals from any breeder that has been found to have committed a direct violation of USDA animal welfare regulations or three or more indirect violations of USDA regulations related to the health or welfare of an animal in the last two years. These legislative safeguards not only protect animal welfare but also preserve consumer choice and the legal operation of businesses in your community.

In the interests of our shared commitment to the wellbeing of all dogs, the American Kennel Club urges you to oppose any proposed restrictions on the retail sale of pets obtained from regulated sources, especially when such proposal concurrently promotes the acquisition and resale of pets from unregulated and foreign sources.

We would welcome the opportunity to work with you or other stakeholders to develop alternative and more effective solutions to reduce shelter intakes, expand responsible dog ownership and promote responsible pet choice in Franklin. Please do not hesitate to contact me or another member of the AKC Government Relations team at 919-816-3720 or doglaw@akc.org if you have questions or we may be of assistance.

Sincerely,



Patty Van Sicklen
Regional Manager, AKC Government Relations

Founded in 1884, the American Kennel Club (AKC) is a non-partisan, not-for-profit purebred dog registry dedicated to promoting responsible dog ownership, advocating for dogs as family companions, advancing canine health and well-being, and working to protect the rights of all responsible dog owners. The AKC represents more than 5,000 dog clubs nationally, including 92 clubs in Tennessee. In 2017, the AKC licensed and sanctioned 328 events in Tennessee in which more than 49,000 dogs participated.

ORDINANCE NO. BL2018-1159

An ordinance to amend Title 8 of the Metropolitan Code of Laws to restrict the retail sale of dogs and cats at pet stores.

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Metropolitan County Council believes it is in the best interests of the Metropolitan Government of Nashville and Davidson County to adopt reasonable regulations to reduce costs to Metro and its residents, protect the citizens of Nashville and Davidson County who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Nashville.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 8 of the Metropolitan Code of Laws is hereby amended to create a new Chapter 8.30 as follows:

Chapter 8.30 – Retail Sale of Dogs and Cats at Pet Stores

Section 8.30.010 – Definitions

For the purposes of this chapter, the following terms have the following meanings:

"Animal care facility" means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

"Animal rescue organization" means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

"Breeder" means a person who maintains dogs or cats for the purpose of breeding and selling their offspring.

"Broker" means a person who transfers dogs or cats for resale by another.

"Cat" means all members of the cat family, including both male and female.

"Dog" means all members of the dog family, including both male and female.

"Offer for sale" means to sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

"Person" means any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

"Pet store" means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered "Pet Stores."

Section 8.30.020 – Restrictions on the Sale of Dogs and Cats

- A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:
 - 1. An animal care facility, as defined in this chapter; or
 - 2. An animal rescue organization, as defined in this chapter.
- B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.
- C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.
- D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 8.30.030 – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

Section 2. 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 shall remain in 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 3. This Ordinance shall take effect 90 days after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kathleen Murphy

Mary Carolyn Roberts

Mike Freeman

Mina Johnson
Members of Council

Petland, Inc.: Sick puppies, heartbroken families

A new undercover investigation reveals sick puppies at Petland stores in Las Vegas, Nevada, and Kennesaw, Georgia, including dead puppy at Georgia location

Petland, Inc.¹ is an international chain of puppy-selling pet stores with more than 80 locations in the United States. Almost all of Petland's stores sell puppies, with some franchises selling approximately 1,000 puppies a year. The Humane Society of the United States has received more than 1,200 complaints related to sick Petland puppies since 2006.

Two investigations by the Humane Society of the United States in [2008](#) and [2009](#) linked Petland's stores to inhumane, large-scale dog breeders that prioritize profit above animal welfare, known as puppy mills, as well as to distributors, aka brokers, that re-sell puppies en masse to pet stores. Petland claims it has changed its ways, but the Humane Society of the United States continues to



Puppies in the Kennesaw, Georgia, Petland store were often kept in crowded cages, with five puppies sometimes occupying a space more suitable for two. They received no regular exercise outside of their cages. / HSUS, 2018

receive complaints about sick puppies bought from Petland stores across the country. To further investigate, we placed undercover investigators with hidden cameras in two different Petland stores in fall 2018. One investigator worked at the Petland in Kennesaw, Georgia, in September and October, and another worked at the Petland in Las Vegas in November. What we saw was heartbreaking.

Findings included:

- A Kennesaw, Georgia, Petland store employee told our undercover investigator that she sometimes came into work and found puppies who had “passed away.” The employee said this happened about

¹ The Petland, Inc. chain of stores is not affiliated with Petland Discounts chain of stores in NY, NJ and CT.

three times during the four months she had been working there. She also told our investigator she tried hard to save the lives of puppies who were dying.

- After hearing about other puppies who had died at the Kennesaw store, our investigator became suspicious about a black plastic bag in the freezer. When no one was looking, she opened the bag and found a dead puppy inside. She documented the incident on hidden camera.
- At both the Kennesaw and Las Vegas locations, numerous sick puppies were kept in barren isolation rooms out of sight of customers, including puppies who were coughing, lethargic or had mucus coming from their noses.
- A very sick Maltese puppy in the Las Vegas Petland store had been confined in a cage in a back room for about a month, according to an employee. The employee told our undercover investigator they were waiting for him to die. Our investigator found out he was about to be sent back to the distributor, Pinnacle Pet, a massive broker based in Missouri, for a refund. To spare him from an uncertain fate, she asked the manager if she could buy or adopt the puppy herself. But Petland's manager refused to sell him, stating the store had already received a refund for the puppy. He said,



A dead puppy in the freezer at the Kennesaw, Georgia, Petland never got a chance to be part of a family. And at the Las Vegas Petland, our investigator tried to take home a seriously ill puppy to prevent Petland from shipping him back to Missouri for a refund, but the store manager refused. / HSUS, 2018.

“that’s how situations like this are handled.” The puppy was then shipped back on a truck. Our investigator asked the manager, “What do they do with it when they send it back?” He replied, “I have no idea.” The incident contradicts Petland’s website’s [claim](#) that “EVERY puppy finds a home” at Petland.

- A large-breed puppy who was labelled a “jumper” was kept in a stacked cage high off the ground at the Kennesaw store. Our investigator witnessed an employee dropping him while trying to take him out of his cage, and the puppy was seen repeatedly screeching in pain.
- Some puppies at both stores lived for months in crowded cages. Most of the puppies received no regular exercise outside their cages unless potential buyers asked to play with them. In the Kennesaw store in particular, cages suitable for two puppies often held four or five puppies.
- Records obtained by the HSUS from the Georgia Department of Agriculture in November 2018 indicate the Kennesaw store has been inspected multiple times due to puppies with parvovirus, respiratory infections and Giardia, some of which were reported by citizens who had purchased sick puppies. In December 2017, a number of puppies in the store were quarantined for illness. The store passes most of its inspections because it is able to show documents indicating sick puppies are monitored by a veterinarian. But our investigator at the Kennesaw store witnessed several puppy veterinary “exams” that lasted as short as 15 seconds.
- Our investigator saw numerous medications in the back room at the Kennesaw store, including a bottle labelled only “The Cure.” Pet store staff said the concoction had been mixed together by a supervisor at

the store. The bottle did not have a veterinary label nor any ingredients or dosages listed on the label, yet staff said they had been instructed to give it to puppies who had a poor appetite.

- Puppies weren't the only sick or injured animals we saw at Petland. In the Las Vegas store, our undercover employee filmed a bird with a broken wing and another bird with a head injury, both of whom were stored in a glass aquarium in a back room. Other birds had mutilated themselves by plucking out feathers.
- Truckloads of puppies were delivered weekly to both of the stores from out-of-state brokers (re-sellers), which Petland calls "distributors." Some of the puppies in the Las Vegas store came from a distributor, Pinnacle Pet, where nine puppies died after being left on a hot truck in 2015, according to United States Department of Agriculture records. And many of the puppies in the Georgia store came from a distributor in Indiana called Blue Ribbon Puppies, which delivers large numbers of puppies to many of Petland's stores, including all of its Georgia stores², and was linked to an outbreak of a drug-resistant disease by the CDC last year³. The disease, *Campylobacter*, infected more than a hundred people, most of whom contracted it through Petland puppies, according to the CDC's [outbreak advisory](#)⁴.

At the Las Vegas store, in a last-ditch effort to save the sick Maltese puppy and keep him from being sent back to the supplier, our undercover investigator called humane law enforcement. She relayed her concerns about the injured birds as well as the sick Maltese. Humane law enforcement agents came to the store just as the broker truck was arriving to take the puppy away. A few days later, the investigator asked for an update on her complaint. Law enforcement told her that the puppy had received a health check clearing him for travel, and thus they could



A Maltese puppy in the Las Vegas store whom employees said had been born with "a hole in his throat" was shipped back to the broker for a refund, even though our undercover employee offered to purchase him to spare him from an unknown fate. /HSUS, 2018

find no legal reason to prevent Petland from sending the puppy away. It is unknown what happened to the puppy after he left the store, or what happened to the injured birds.

Dead puppies and sick puppies

Accusations of sick animals are nothing new for Petland. In February 2017, a veterinarian who had worked with the Kennesaw, Georgia, Petland store for almost ten years, Dr. Michael Good, wrote a witness affidavit detailing the myriad diseases he saw in Petland's puppies: "There was no way for me to save all of the animals from death

² According to shipping documents obtained by the HSUS through public records requests between 2016 and 2018.

³ According to records the HSUS received as part of a public records request from the Indiana Department of Health in 2018.

⁴ In a later report, the CDC confirmed that additional cases may still be occurring but are no longer being tracked.

and prolonged illness because they were already incredibly sick when they arrived at the store,” he wrote. Dr. Good [told ABC News](#) he had seen numerous dead animals in the freezer at Petland Kennesaw in Georgia – the same store where our undercover employee found the dead puppy in the freezer in October 2018.

“They’d open up their freezer and there’d be dead animals in there,” Dr. Good told the news station. “Dogs: they ask two things of us as people. They want to be loved and they want to be remembered. But none of these animals I saw in those freezers were ever loved or remembered. They were just a statistic.”

Puppies in pet stores are often sick, because many of them come from inhumane and unsanitary facilities known as puppy mills. The puppies are crowded onto large broker trucks with scores of other puppies for shipment across the country, making it easy for a single sick puppy to infect many others. Buyers have reported paying hundreds of dollars, and sometimes over \$10,000 in [veterinary bills](#) trying to treat sick puppies sold by Petland. In many cases, their puppies still died. In addition to more than 1,200 complaints received by HSUS, the website *ConsumerAffairs.com* has more than [580 reviews](#) of Petland, most of them critical. Many of those reviewers also complained of sick and dying puppies, and some said Petland, through its warranty company, refused to compensate them fully for their veterinary costs.

“This has been a nightmare for my entire family and especially my 10 year old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital.”

- a Kennesaw, Georgia, Petland puppy buyer

Buyers have reported sick puppies from Petland stores across the country, not just the stores that HSUS recently filmed. For example:

- A woman whose family bought a puppy from the **Sarasota, Florida**, Petland store in September 2018 told the HSUS the puppy collapsed and began having seizures within two days of purchase. The puppy’s issues were linked to a liver shunt, a congenital condition. She wrote, “The vet informed me that the puppy was sold to me sick and that eventually he would have had the seizure that he had early that day because his body had a high level of toxins. My puppy was in a coma and continued to have seizures while under life support. We called Petland [to tell them] what happened and they are not willing to pay the medical expenses for this incident. It was cruel to put a puppy and my family through this.”
- A buyer who purchased a puppy from the **Orlando, Florida**, Petland location in fall 2018 told the HSUS he noticed the puppy was vomiting in the store, but the salesperson assured the family it was nothing serious. They purchased the puppy, but she later became so sick that she had to be euthanized to relieve her suffering. The store then initially refused to cover any veterinary bills.
- A complainant whose boyfriend brought home a puppy from the **Crystal Lake, Illinois**, Petland in 2017 told the HSUS her puppy had multiple, expensive health issues. “Upon looking at her, she had an obvious eye infection. I took her to our veterinarian the next morning. She has kennel cough, pneumonia, a partially collapsed lung, and an eye infection. The pneumonia is so severe that through months of antibiotics, [and] a bronchial lavage, she is not better and now has to have a lung lobectomy. I feel they knew how sick she was since [Petland] had her on Baytril at one point before she was sold to us.” The complainant’s boyfriend spent \$2,600 for the puppy, but they accrued \$3,400 in vet bills and would need another \$5,000 to \$6,000 for the puppy’s surgery, the complainant said.

- A complainant who adopted a puppy who had originally been purchased from the **Rome, Georgia**, Petland store in 2015 is still dealing with a disabled pet years later. The puppy suffered from repeated seizures, vomiting, poor development and neurological issues, and required surgery for a liver disorder. Although he survived, the dog still suffered from neurological issues and had permanent disabilities two years after he was originally purchased, according to his new owner.
- A buyer who took home a puppy from the **Kennesaw, Georgia**, Petland store for Christmas in 2017 told the HSUS she paid \$5,000 “for a puppy that was deathly ill.” Shortly after the purchase, the puppy “was vomiting blood and diarrhea with trouble breathing.” He was taken to an emergency veterinary clinic, where “they declared him to be in critical condition and suffering from severe internal bleeding with a huge list of other critical issues caused by a parasite that had gone untreated. He also had pneumonia, an upper respiratory infection and blood sugar so low it was unreadable as well as a dangerously low white blood cell count.” The complainant added, “While I was in the local emergency vet, five other animals came in in critical condition from the same pet store and location with the same symptoms as mine. This has been a nightmare for my entire family and especially my 10-year-old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital.” Sadly, the puppy passed away shortly thereafter.

Some former employees have confirmed to HSUS and on Glassdoor.com that the puppies in Petland stores where they worked were often sick. One stated on Glassdoor.com, “I saw at least twenty puppies die within my six months [as] an employee.” Another wrote, “Dogs died in my arms.”

Petland distributors linked to drug-resistant disease outbreak, other problems

Undercover investigations from the Humane Society of the United States have found that puppies in pet stores are often dosed repeatedly with strong antibiotics, often at staff discretion and with scant veterinary oversight, to address illnesses like respiratory infections, diarrhea and parasites that are common in puppies raised in large-scale commercial breeding operations. But instead of solving the problem, this has only led to a larger threat—antibiotic-resistant bacteria that can spread to humans, making some individuals who worked with or purchased Petland puppies so sick that they had to be hospitalized.



A bottle labeled simply “The Cure,” which did not have a professional label and had no ingredients or dosages listed on it, was stored with other drugs in the back room at the Kennesaw store. Some of the employees told our investigator that a supervisor told them to give the concoction to puppies with poor appetites, and they did not know what was in it. /HSUS, 2018

In January 2018, the federal Centers for Disease Control and Prevention [reported](#) that a multi-state outbreak of human *Campylobacter* infections had sickened [113 people](#) in 17 different states (a number that later increased to 118 people in 18 states); most of the people infected had had recent contact with puppies from Petland stores, and 23 people were hospitalized. In February 2018, Atlanta news station WSB-TV [reported](#) that a teenager who worked at the Mall of Georgia Petland became seriously ill after being exposed to a puppy harboring *Campylobacter*. The victim, Katie Singleton, was rushed to the hospital with a fever near 105. “It felt like you were dying,” she told the station after spending four days in the hospital.

“It’s something as a parent you don’t think of,” her mother told the news station. “You buy a puppy for Christmas; you don’t think it will be dangerous to your child.”

Consumers have repeatedly sued Petland for allegedly selling sick puppies and misleading buyers, and sometimes for allegedly making their human families ill. A November 2018 lawsuit against the Novi, Michigan, Petland alleges that a consumer became violently ill after purchasing a sick puppy who passed on a *Campylobacter* infection to his owner; the man alleges he, like Katie Singleton, was so ill he had to be [hospitalized](#).

In a September 2018 report, the CDC warned that the over-use of antibiotics in pets sold at pet stores increases public risk for drug-resistant strains of disease. Approximately 95 percent of pet store puppies the [CDC studied](#) had been medicated with strong drugs, sometimes as a preventive measure, which leads to the drug-resistant strains, the CDC report indicated. Because of the [mingling of puppies from different breeders and distributors during transport](#) and in stores, the CDC said it is difficult to pinpoint or contain the sources of disease strains like the recent *Campylobacter* outbreak, and advised pet stores to be more judicious in the use of such drugs.

Most Petland stores receive puppies from massive out-of-state resellers, also called brokers or distributors, located in top puppy mill states such as Indiana, Iowa, Missouri and Ohio. Our investigation found the Kennesaw, Georgia, Petland store and many other Petland stores were still buying from Blue Ribbon Puppies in Odon, Indiana, owned by Levi Graber. Blue Ribbon Puppies was one of the suppliers linked to the *Campylobacter* outbreak by the CDC, according to public records the HSUS obtained from the Indiana Department of Health.

The Petland store in Kennesaw was one of five Petland stores in Georgia alone that received puppies from Blue Ribbon Puppies this year. For example, during the summer of 2018, Blue Ribbon Puppies sold 161 puppies to Petland stores in Dalton, Dunwoody, Kennesaw, the Mall of Georgia in Buford, and Rome, Georgia. Many of the stores received shipments on the same day, indicating the same truck went from store to store. And altogether, the five Petland stores in Georgia received more than 450 puppies from Blue Ribbon and other brokers, including JAKS Puppies in Iowa and Homes for Canines in Ohio, during the same three month period.

In addition, the Las Vegas store and some other Petland stores also received puppies from Pinnacle Pet (Sobrad, LLC), the Missouri broker that was cited by the USDA in 2015 after nine puppies died on an overheated transport vehicle. Both Pinnacle and Blue Ribbon Puppies also sell hundreds of puppies to other Petland stores across the country, including stores in Kansas and Pennsylvania. The two stores we visited and many other Petland stores also receive regular shipments from Choice Puppies, formerly known as the Hunte Corporation, a Missouri broker that has been linked to [puppy mills](#) by both the HSUS and other animal welfare groups.

Conclusion

Our undercover footage shows that sick puppies are part of the day-to-day reality in at least two Petland stores, and we believe that many other stores have similar issues. But for the most part, Petland doesn’t seem to think there’s a problem. Petland, Inc. has given a number of honors to the Kennesaw store or its employees. In 2015, Petland nominated the Kennesaw store for a “[store of the year](#)” award, and Petland gave the store’s manager its “[manager of the year](#)” award in 2016. At its [2018](#) annual convention, Petland gave a “pet counselor of the year” award to an employee at the same location – the location where both our undercover investigator and the store’s former veterinarian saw dead puppies in the freezer.

Petland’s broader history indicates that the issues we captured on camera are not unusual. Problems with veterinary care in the stores is partly to blame, and so is the transport model most pet stores rely on. When

distributors (brokers) obtain dozens of puppies from many commercial breeders and bunch them together on multi-day transports on crowded trucks, they are subjected to extreme stress at a young age, before their immune systems are fully developed. Even a single sick puppy on the truck can expose many others to an infectious illness.

As the holiday season reaches fever pitch, the Humane Society of the United States urges consumers never to buy a puppy from a pet store, because puppies in pet stores are often sick, and many of them come from inhumane dealers known as puppy mills. [Responsible breeders](#) don't sell to pet stores, because they want to meet the families who are taking home their puppies, and stay in touch in case of any problems.

The HSUS recommends visiting an animal shelter as the most humane option when getting a new pet, and if purchasing a pet, to only purchase them from a responsible breeder who will show the buyer where the puppy was born and raised. At shelters and responsible rescue centers, healthy, vaccinated puppies, dogs, cats and other small pets are available for low adoption fees, and most of them are already spayed or neutered.

For more information on how to get a puppy from a responsible source, see humanesociety.org/puppy.

Find out more information visit humanesociety.org

"Campylobacter is usually spread from feces, he said. It's common among chickens because of the way they're raised -- all crammed together. It's possible that the same thing happens among puppies from puppy mills and pet stores, where the animals are in close contact with each other, Siegel suggested." CDC Sep 20, 2018

A local man is hospitalized after purchasing an infected puppy at

Petland Novi

<https://www.fox47news.com/news/local-news/a-local-man-is-hospitalized-after-purchasing-an-infected-puppy-at-petland-novi>

CDC: Multi-state Outbreak of Multidrug-Resistant Campylobacter Infections Linked to Contact with Pet Store Puppies

<https://www.cdc.gov/campylobacter/outbreaks/puppies-9-17/index.html>

Excerpts form the article:

A total of 113 people with laboratory-confirmed infections or symptoms consistent with Campylobacter infection were linked to this outbreak. Illnesses were reported from [17 states](#). Illnesses started on dates ranging from [January 12, 2016 to January 7, 2018](#). Ill people ranged in age from less than 1 year to 86.

Difficult to treat these infections with the antibiotics usually prescribed for Campylobacter infections. Antibiotic resistance may be associated with increased risk of hospitalization, development of a bloodstream infection, or treatment failure in patients.

--

Alderman Beverly Burger
Ward 1 Franklin, TN
Bev@AldermanBurger.com
(615) 498-4794

OFFICE USE ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: main street from 5th - 2nd

2) Name/purpose of event: Wine Down main street 18

3) Date or dates of event: Saturday Nov. 3 2018

4) Time of Event: 6 PM - 10 PM

5) Time of Street Closure (if applicable): 3 PM

Set-Up Date/Time: 11-3-18 Noon **Tear-down Date/Time:** 10 PM

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

6) Name of Applicant and Organization Requesting Permit:

Boys: Girls Clubs of Middle Tennessee Franklin Club

a) Address: 129 West Fowlkes Street Suite 1000

b) Phone: 615-628-8188 **c) Cell:** 615-554-2302 **d) Fax:** 615-794-9662

e) E-mail address: dcarothers@bgcmt.org

7) Person in charge on day of event: Denise Carothers

Cell: 615-554-2302 **E-mail address:** dcarothers@bgcmt.org



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FRANKLIN
TENNESSEE

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

Name: Jenn. fer wheeler Cell: 615-308-6864 E-mail address: jwheeler@bgcmnt.org
Name: Regina Ward Cell: 615-594-2012 E-mail address: rward@bgcmnt.org

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

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

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

2000

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

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

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$15 per person

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

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

Middle Tennessee Franklin Fairview Clubs

100% of funds

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



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FRANKLIN
TENNESSEE

20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes

21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?

Entertainment

22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.

Bands

23) During what time period is sound amplification requested?

6Pm - 10 Pm

24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).

Band on the Square and
band at corner of 5th & Main

25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.

27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Yes

Use City of Franklin
Solid Waste and Streets Department for Clean UP

28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: Dennis Lauchlin, Director of Resource Development Date: 01-26-18
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

BOARD MEMBER BIOGRAPHICAL INFORMATION

(Please indicate principal officers with *)

1	Name: Peggy Smith	Street: 210 Gloucester Street	City: Franklin	Zip: 37064
	Employer: Retired	Email: peggysmith210@hotmail.com	Telephone: 615-591-9114	Yrs. on Board: 11
2	Name: John Wilson	Street: 1736 Carothers Parkway Suite 100	City: Brentwood	Zip: 37027
	Employer: Reliant Bank	Email: jwilson@reliantbank.com	Telephone: 615-221-2020	Yrs. on Board: 10
3	Name: Lisa Carson	Street: 617 Hillsboro Road	City: Franklin	Zip: 37064
	Employer: Buerger, Moseley & Carson	Email: lcarson@buergerlaw.com	Telephone: 615-790-6824	Yrs. on Board: 12
4	Name: Cathy Hardcastle	Street: 908 Fair Street	City: Franklin	Zip: 37064
	Employer: Community Volunteer	Email: NA	Telephone: 615-794-1904	Yrs. on Board: 4 years
5	Name: Derek Smith'	Street: 219 3 rd Avenue North	City: Franklin	Zip: 37064
	Employer: Attorney	Email: dksmith@dksmithlaw.com	Telephone: 615-719-2354	Yrs. on Board: 3 years
6	Name: Jon Cherry	Street: PO Box 233	City: Fairview	Zip: 37062
	Employer: Big Dog Realty	Email: jcherry@realtracs.com	Telephone: 615-799-9494	Yrs. on Board: 5 years
7	Name: Jackie Moore	Street: 199 Azalea Way	City: Franklin	Zip: 37064
	Employer: Community Volunteer	Email: Jackie.moore11@gmail.com	Telephone: 615-708-6700	Yrs. on Board: 3 years
8	Name: Michael Williams	Street: 1003 Savato Court	City: Spring Hill	Zip: 37174
	Employer: INS Bank	Email: MWilliams@insbanktn.com	Telephone: 615-777-2168	Yrs. on Board: 2.5 years
9	Name: Toney Sutton	Street: 7301 Clearview Drive	City: Fairview	Zip: 37062
	Employer: Vice Mayor-Fairview.	Email: toneyr@bellsouth.net	Telephone: 615-574-8945	Yrs. on Board: 5 years
10	Name: Nick Shackell	Street: 209 Seaboard Lane	City: Franklin	Zip: 37067
	Employer: Enterprise.	Email: Nick.Shackell@ehi.com	Telephone: 615-636-5966	Yrs. on Board: 1.5 years
11				
12				
13				
14				
15				

5 POINTS • 5TH AVENUE S.

CHURCH STREET

MAIN STREET

2ND AVENUE NORTH

LIVE MUSIC
San Rafael Trio
The Chill Band
K.C. Martin & Company
Main at Fifth

Cigars

Ticket Check-in

Hap & Harry's Beer Tent

Parking Garage

Port-A-Potties

ALLEY

WINE TASTING STATIONS

1 Finnleys	11 Johnnie Q	21 The Cocoa Tree
2 Binks Outfitters	12 boutiqueMMM	22 Harlin Meyerhoff
3 Mimi and Dottie	13 Shuff's Music	23 Emmaline Boutique
4 Kilwin's Franklin	14 The Red House (VIP Location)	24 The Heirloom Shop
5 Merridees Breadbasket	15 The Shop Around the Corner	25 Walton's Antique Jewelry
6 Puryear, Newman & Morton Law	16 Jack Yacoubian Jewelers	26 Jondie
7 The Registry	17 Twine Graphics	27 Avec Moi
8 White's Mercantile	18 Savory Spice Shop	28 Rare Prints Gallery
9 Ecco Salon	19 The Iron Gate	29 Dion's South
10 Rock Paper Scissors	20 The Cellar on Main	30 Yarrow Acres
		31 Vue Optique

B&B PARKS VOLUNTEER CHECK IN

ALLEY

Ticket Check-in

ALLEY

ALLEY

WINE TASTING STATIONS

- | | | | | | |
|----|-----------------------|----|------------------------------|----|--------------------------|
| 1 | Finleys | 11 | Johnnie Q | 21 | The Cocoa Tree |
| 2 | Binks Outfitters | 12 | boutiqueMMM | 22 | Harlin Meyerhoff |
| 3 | Mimi and Dottie | 13 | Shuff's Music | 23 | Emmaline Boutique |
| 4 | Kilwin's Franklin | 14 | The Red House (VIP Location) | 24 | The Heirloom Shop |
| 5 | Merridees Breadbasket | 15 | The Shop Around the Corner | 25 | Walton's Antique Jewelry |
| 6 | Puryear, Newman & | 16 | Jack Yacoubian Jewelers | 26 | Jondle |
| 7 | Morton Law | 17 | Twine Graphics | 27 | Avec Moi |
| 8 | The Registry | 18 | Savory Spice Shop | 28 | Rare Prints Gallery |
| 9 | White's Mercantile | 19 | The Iron Gate | 29 | Dion's South |
| 10 | Ecco Salon | 20 | The Cellar on Main | 30 | Yarrow Acres |
| | Rock Paper Scissors | | | 31 | Vue Outique |

WINE DOWN MAIN STREET



Legend

- Restrooms
- Hydrants
- Water Barrier
- Moveable Barrier
- Stage
- Emergency Access
- Road Closed

FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2018. All Rights Reserved.

LIVE MUSIC

San Rafael Trio
 The Chill Band
 K.C. Martin & Company

On the Square
 The Red House
 Main at Fifth

WINE TASTING STATIONS

1 Finnleys	11 Johnnie Q	21 The Cocoa Tree
2 Binks Outfitters	12 boutiqueMMM	22 Harlin Meyerhoff
3 Mimi and Dottie	13 Shuff's Music	23 Emmaline Boutique
4 Kilwin's Franklin	14 The Red House (VIP Location)	24 The Heirloom Shop
5 Merridees Breadbasket	15 The Shop Around the Corner	25 Walton's Antique Jewelry
6 Puryear, Newman & Morton Law	16 Jack Yacoubian Jewelers	26 Jondie
7 The Registry	17 Twine Graphics	27 Avec Moi
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9 Ecco Salon	19 The Iron Gate	29 Dion's South
10 Rock Paper Scissors	20 The Cellar on Main	30 Yarrow Acres
		31 Vue Optique

Staff Conditions:

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Advertise and staff a logical “safe ride” initiative
- **Risk Management:**
 - Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.
- **Streets Department:**
 - Department will set-up closure and provide barricades beginning at 3 p.m. on November 3rd.
 - Department will close Fifth Third Bank quadrant of the Square at 5 a.m. on November 3rd. Applicant will provide volunteers to close remaining quadrants of the Square and parking spaces along Main Street two hours before street closure (Department will provide cones).
 - Department will place “No Parking after 3 p.m.” signs along Main Street.
 - Applicant or designee will stay present at event until all vendors are gone.
 - Department will provide clean-up crew for after the event.
- **Police Department:**
 - Applicant will hire recommended number of extra-duty Franklin Police Officers to provide security and crowd control.
 - Applicant has requested amplification on stages at the following locations for the permitted area:
 - Main Street at Fifth Avenue
 - Stage located off the Square in front of Fifth Third Bank
 - Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.
- **Building & Neighborhood Services Department:**
 - Electrical permit will be required.
- **Sanitation and Environmental Services Department:**
 - Applicant will pay for clean-up crew during the event
 - Applicant must provide plan for disposal of grease.

- ***Revenue Management:***
 - o Obtain beer permit from the City of Franklin (if needed) and special event liquor license from ABC.
- ***Fire Department:***
 - o Contact Franklin Fire Department for Tent and event inspections.

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

☒ Harlinsdale Farm

Other: _____

2) Name/purpose of event: UNITE WILLIAMSON PRAYER BREAKFAST

3) Date or dates of event: OCTOBER 20, 2018

4) Time of Event: 9:00 AM - 10:30 AM

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

Set-Up Date/Time: _____ **Tear-down Date/Time:** _____

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

6) Name of Applicant and Organization Requesting Permit:

UNITE WILLIAMSON PRAYER BREAKFAST COMMITTEE by Lynne McAlister

a) Address: 723 Fair Street, Franklin, TN 37064

b) Phone: _____ **c) Cell:** 919.449.4232 **d) Fax:** _____

e) E-mail address: lynnemcalister@me.com

7) Person in charge on day of event: Mayor Ken Moore w/ help from Lynne McAlister

Cell: Moore - 615.495.4260 **E-mail address:** Ken.moore@franklin.tn.gov
McAlister - 615.495.4260



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Kristy Williams Cell: 615.305.3610 E-mail address: KWilliams@WilliamsonHeritage.org

Name: Teryl O'Connor Cell: 615.525.3101 E-mail address: TOCONNOR@WILLIAMSONHERITAGE.ORG

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

This is the inaugural event, which is designed to bring the community together, via a breakfast, a speaker and prayer. Chief Faulkner is slated to be the key note speaker. 350 are expected to attend.

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

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

Expected attendees 350.

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

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

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

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

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements and Speech. There may be a choir, but I do not expect they would be amplified.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Simple microphone and speakers provided by SpringTree Media.
- 23) During what time period is sound amplification requested? 9am to 11am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. None
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Catering Staff plus Terry O'Connor (615) 525-3101, Kristy Williams (615) 305-3610, Lynne McAlister (919) 449-4232 -Coordinate with City and Parks.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: LMc - Lynne McAlister - Event Coordinator Date: 3/15/18
(Signature and title must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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



Imagery ©2018 DigitalGlobe, USDA Farm Service Agency, Map data ©2018 Google 100 ft

PARKING ?

Please tell me if Parks has a preference on parking.

Unite Williamson



Restroom Trailer



Tent
50' x 80'



Access

Parking Area



Hydrants



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2018. All Rights Reserved.



SOUTEVE-01

JFARQUHAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chappell, Smith & Associates 1006 Merylinger Court PO Box 681209 Franklin, TN 37067	CONTACT NAME: Jill Farquhar		
	PHONE (A/C, No, Ext): (615) 435-8293	FAX (A/C, No): (615) 435-8793	
	E-MAIL ADDRESS: jfarquhar@chappellsmith.com		
INSURED Southern Events LLC dba Southern Events Party Rentals George W. Cole IV and Jill Ann Chip Cole P.O. Box 680428 Franklin, TN 37068	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Depositors Insurance Company		42587
	INSURER B: Amco Insurance Co.		19100
	INSURER C: Accident Fund Ins Co America		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ACPLD03036814911	09/01/2001	09/01/2002	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ACPBAA3036814911	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ACPCAA3036814911	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6120326-02	12/20/2017	12/20/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Franklin is named as additional insureds as respects liability as per written agreement or contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

#12

Mayor Ken Moore - Chairman

230 Third Avenue

615-934-1124

Franklin, TN 37064

ken.moore@franklin.tn.gov

Teryl O'Connor

- Coordinator

370 Glenbower Place

Franklin, TN 37064

615-525-3101

TOConnor@WilliamsonHeritage.org

Kristy Williams

- Coordinator

4910 Maymanor Circle

Nashville, TN 37205

615-305-3610

KWilliams@WilliamsonHeritage.org

Lynne McAlister

- Coordinator

723 Fair Street

Franklin, TN 37064

919.449.4232

LynneMcAlister@me.com

Staff Conditions:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Building & Neighborhood Services Department:

- Applicant will contact the Department to determine if Special Event Electrical Permit is needed.

Police Department:

- Applicant will hire extra-duty Franklin Police Officers to handle traffic control.

Sanitation & Environmental Services:

- Applicant will work with department to develop a clean-up plan.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.

Fire Department/EMS

- Applicant will contact department regarding tent requirements and to schedule inspection for tents.

OFFICE USE ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☒ other special event

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

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

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

____ Aspen Grove Park
____ Fieldstone Farms
____ Jim Warren Park

____ Liberty Park
____ Pinkerton Park
____ Harlinsdale Farm

____ Eastern Flank Battlefield Park
Other: WESTHAVEN

2) Name/purpose of event: WESTHAVEN POLYCULT

3) Date or dates of event: SATURDAY, JUNE 16, 2018

4) Time of Event: 3PM - 10PM

5) Time of Street Closure (if applicable): SEE ATTACHED

Set-Up Date/Time: 6/16 9AM

Tear-down Date/Time: 6/16 10PM

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

6) Name of Applicant and Organization Requesting Permit:

WESTHAVEN FOUNDATION

a) Address: 401 CHELTENHAM AVE FRANKLIN TN 37064

b) Phone: 615 791 6740 c) Cell: 615 642 2948 d) Fax: _____

e) E-mail address: AMY.LAW@SOUTHERNLAND.COM

7) Person in charge on day of event: AMY LAW

Cell: 615-642-2948 E-mail address: AMY.LAW@SOUTHERNLAND.COM



HISTORIC
FRANKLIN
TENNESSEE

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

Name: MARY LEE BENNETT ⁶¹⁵ Cell: 804-9882 E-mail address: MARYLEE.BENNETT@SOUTHERNAND.COM

Name: PRICE LALSON ⁷²⁰ Cell: 988-7126 E-mail address: PRICE.LALSON@SOUTHERNAND.COM

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

SEE ATTACHED

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

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

10,000

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

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

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. VENDOR FEE IS \$135 PER VENDOR. WE ASK

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.
FOOD VENDORS TO DONATE 10% OF REVENUE

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

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



- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
POPCORNS WHERE MUSIC IS HOSTED WILL HAVE SMALL PA SYSTEMS.
EVENING CONCERT WILL HAVE SOUND & LIGHTS.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
BAND
- 23) During what time period is sound amplification requested? 3 PM - 7 PM ON PORCHES
7 PM - 10 PM AT LAKE
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). VARIOUS ARTISTS ON PORCHES FROM 3 PM - 7 PM
EVENING CONCERT - 2 BANDS 4-6 PLAYERS IN EACH BAND
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance. STAGE
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. WILL SEND CLOSET TO EVENT
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28.
LAND CAKE LANDSCAPE COMPANY WILL DO CLEAN UP
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal. Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.*



- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Please read *Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
-
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. Please read *Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, ~~propane use, or open flames~~? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. Please read *Additional Requirements section of this application for more information.* TENTS
- 33) Attach Good Neighbor Letter and Mailing List used. Please read *Additional Requirements section of this application for more information.*

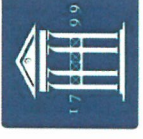
TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: Amy Law, Secretary of Women Forward Date: 3-14-18

(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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



2018 Porchfest Event Description

Porchfest is scheduled for June 16, 2018. This is the sixth year for this event. The event encompasses two components: music on porches from 3pm to 7pm and a “downtown” event area from 3pm until 10pm.

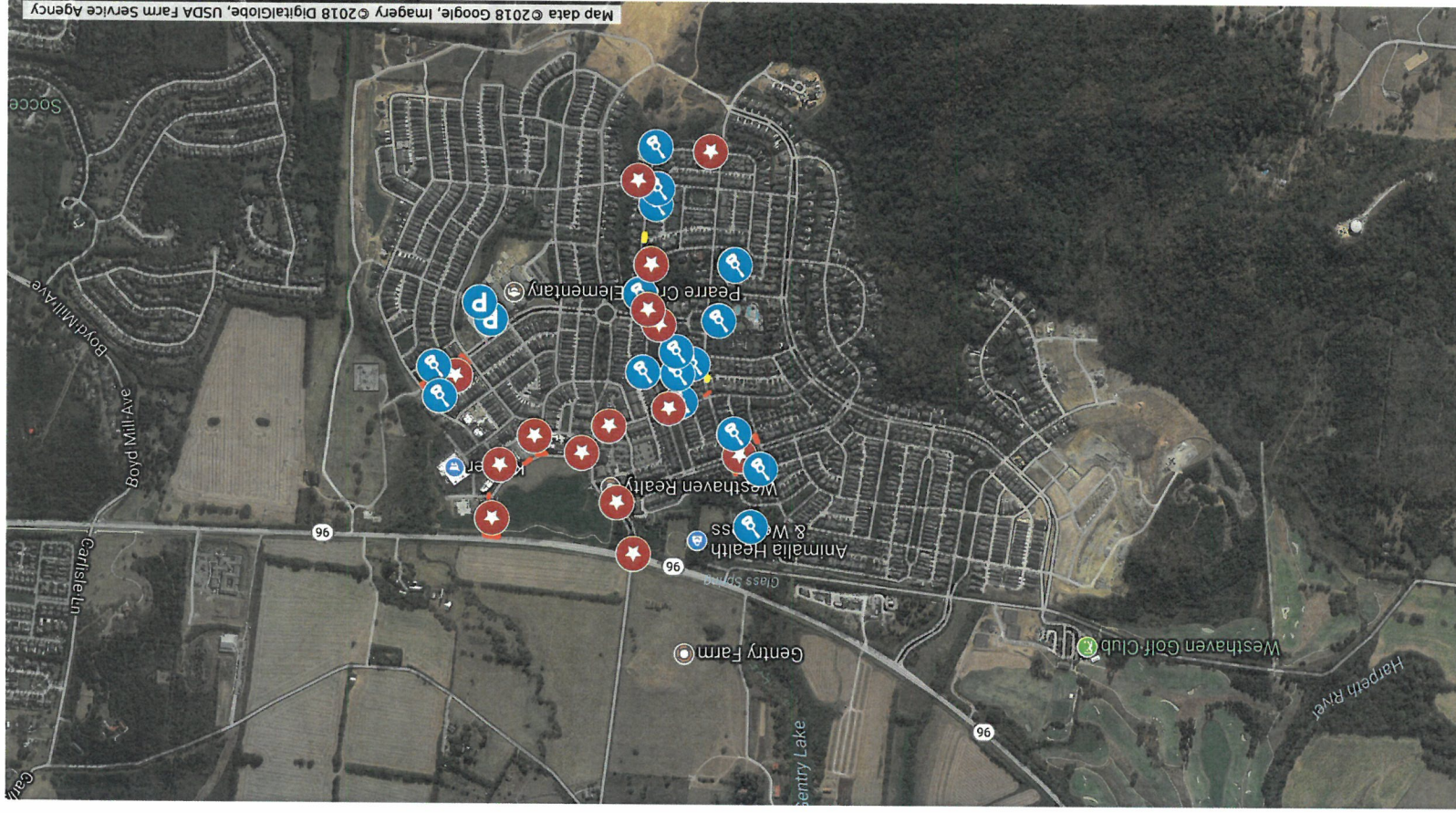
Porches- This year, we have approximately 16 porches that will be hosting music from 3pm to 7pm. Artists will perform on designated porches while participants gather to enjoy the music. We have requested street closures in areas around the grouped porches. We will remind homeowners and attendees that open alcohol containers are not allowed on public streets and that any golf carts driven on public streets must be licensed and street legal. There will be one beer tent at the main event area (Town Center).

Town Center Event- We will have approximately 30 vendors/makers as well as 16 food trucks. This area will be set up beginning at 9am and will be officially activated at 3pm when the event begins. The evening concert will comprise of Goose Gossett at 7pm followed by Vinyl Radio at 8pm. The music will end at 10pm. We will have an enclosed beer garden. Alcohol and beer permits will be secured for this event.

This event is put on by the Westhaven Foundation with support from Southern Land Company, LLC.

Monique - I will email a link to Google Map.

2018 Porchfest Map Draft



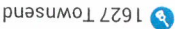
- Road Closures
- Pearl at Prospect
 - Pearre Springs Way at Townsend
 - Pearl Street at Townsend
 - Morning Mist at Pearre Springs Way
 - Pearre Springs at Cheltenham
 - Pearre Springs Way at Acadia
 - Pearre Springs Way at Acadia
 - Pearre Springs Way at Acadia
 - Townsend at Jewell
 - Townsend at Keats
 - Front at 96
 - Front at Whitman
 - Front at Keats
 - Front Street at access street
 - Front at Oleander
 - Front at Westhaven Blvd
 - State at Cheltenham
 - State at Cheltenham
 - State at Addison
 - State at Addison



Alley Closures



Parking



Porch Hosts

Cheltenham at Glass Springs



Cheltenham at Prospect



Pearl at Townsend



Pearl at Prospect

Line 3

Line 4

Locations of FPD

- Point 1
- Point 2
- Point 3
- Point 4
- Point 5
- Point 6
- Point 7
- Point 8
- Point 9
- Point 10
- Point 12
- Point 13
- Point 14
- Point 15
- Point 16

2018 Westhaven Porchfest Committee

Presented by the Westhaven Foundation

Amy Law

amy.law@southernland.com

(615) 791-6740 (office)

(615) 642-2948 (cell)

Paige Larson

paige.larson@southernland.com

(615) 791-9552 (office)

(720) 988-4126 (cell)

Mary Lee Bennett

marylee.bennett@southernland.com

(615) 778-1218 (office)

(615) 804-9822 (cell)

Mark McCutcheon

mark@westhavenfoundation.org

(615) 394-7782 (cell)

Kelly White

kelly@westhavenfoundation.org

(904) 885-6874 (cell)



TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX CERTIFICATE OF EXEMPTION

THE WESTHAVEN FOUNDATION, INC.
188 FRONT ST PHB 116-25
FRANKLIN TN 37064-5078

Effective Date: July 1, 2015
Exemption Number: 780286648
Expiration Date: June 30, 2019
401 CHELTENHAM AVE
FRANKLIN TN 37094-0564

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

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

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

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

Richard H. Roberts
Commissioner of Revenue

To Be Completed by the Organization

TO: Supplier's Name _____

Address _____

City _____ State _____ Zip _____

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

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

Print Name of Organization _____

Print Name of Purchaser _____

Signature of Purchaser _____ Date _____

Draft of Good Neighbor Letter for Porchfest 2018

(Insert Date)

Westhaven residents,

We are excited to announce that the 7th annual Westhaven Porchfest event is taking place in the Westhaven community on Saturday, June 16, 2018 from 3pm until 10pm. For those of you who are new to the community or who have not attended Porchfest before, check out this video (insert link) and download the app (insert info).

Basically, here's how it works. From 3pm until 7pm, artists/bands will be playing music throughout the neighborhood on various pre-assigned porches. The locations of the porches are identified on the attached map and on the Westhaven Porchfest app. Then, from 7pm until 10pm, there will be live music by the lake in the Town Center. This year, Goose Gossett will play at 7pm and will be followed by Vinyl Radio at 8pm. The music will end at 10pm. There is also a "makers" component at Town Center with local artists and makers along with food trucks. There will also be a food vendor at the Westhaven Residents' Club.

Streets will be blocked off around most porches from 2:30pm until 7:30pm.

We will have one large beer/libations area at the lake.

This year we will not allow street parking in the heart of the community where porches are. Last year, vehicles parked on both sides of the street and created a concern for emergency vehicles passing through. We will have signage out on these streets as well as parking attendants directing traffic. We will also have two tow trucks on site to remove any vehicles who park in areas where event parking is prohibited.

Parking will be available at the school and on the wider streets on the northeast side of the community. Joy Rides and Nissan will be providing a shuttle service again this year.

The entire event will end at 10pm. A cleanup crew will be hired to return the event areas back to their original condition that evening.

We are continuing to work with the Franklin Police and Fire Departments to make sure this event meets the following common goals:

1. To ensure a safe and pleasant environment/experience for all participants;
2. To ensure access to every home in case of an emergency;
3. And to continue to provide a quality, high caliber music event!

Two of the items we have let folks know about for the past two years will still apply to the 2018 event:

1. All golf carts (other than utility carts used by event organizers) must be street legal and licensed.
2. Open containers of alcohol are not allowed on public streets.

We are excited to be able to provide this amazing event in the Westhaven community and thank you for volunteering porches, attending the event, buying merchandise, inviting out-of-town friends in for the event, etc. The event would not be successful without engagement, support, and participation by all residents.

If you have any questions, please feel free to contact our committee at porchfest@southernland.com.

Best regards-

Amy Law
Director of Community Management
Southern Land Company

Porchfest - Coordinate

Amy Law

From: Eric Anderson <eanderson@franklintn.gov>
Sent: Friday, March 09, 2018 3:02 PM
To: Amy Law
Cc: Paige Larson
Subject: RE: Porchfest Map

Amy or Paige-

Here is my list for the POSTS and CLOSURES for FPD personnel. Can you insert the TIMES? I know that some of these closures will "go away" at the porch concerts end and the main stage events begin.

POST/ CLOSURE	OFC NAME	TIMES
Pearl St @ Prospect		2:30 PM - 7:30 PM
Pearl St @ Prospect		2:30 PM - 7:30 PM
Pearl St @ Townsend		2:30 PM - 7:30 PM
Pearl St @ Townsend		2:30 PM - 7:30 PM
Morning Mist @ Pearre Springs Way		2:30 PM - 7:30 PM
Pearre Springs @ Townsend		2:30 PM - 7:30 PM
Pearre Springs @ Cheltenham		2:30 PM - 7:30 PM
Pearre Springs Way @ Acadia		2:30 PM - 7:30 PM
Pearre Springs Way @ Acadia		2:30 PM - 7:30 PM
Townsend @ Jewell		2:30 PM - 7:30 PM
Townsend @ Keats		2:30 PM - 7:30 PM
Front St @ Hwy96W		9:00 AM - 10:00 PM
Front St @ Whitman		9:00 AM - 10:00 PM
Front St @ Keats		9:00 AM - 10:00 PM
Front St @ access street		9:00 AM - 10:00 PM
Front St @ Oleander		9:00 AM - 10:00 PM
Front St @ Westhaven Blvd		9:00 AM - 10:00 PM
State St @ Cheltenham		2:30 PM - 7:30 PM
State St @ Cheltenham		2:30 PM - 7:30 PM
State St @ Addison		2:30 PM - 7:30 PM
Cheltenham @ Prospect		2:30 PM - 7:30 PM
Cheltenham @ Glass Springs		2:30 PM - 7:30 PM

ADD WESTHAVEN BLVD @ STATE 1 PM - 8 PM

Lt. Eric Anderson, M.S. Ed.



**FRANKLIN POLICE
DEPARTMENT**
Professional, Progressive, Responsive

Training & Special Projects
The Office of the Chief of Police

Staff Conditions:

- Applicant has provided a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant has contracted with a parking company to ensure attendees are parking in designated
- ***Risk Management:***
 - o Applicant will provide certificate of insurance naming the City as additional insured.
- ***Police Department:***
 - o Applicant will hire recommended number of City of Franklin extra duty officers.
 - o Applicant will stay in communications with the Department leading up to the event.
- ***Fire Department***
 - o Alleyways must remain accessible for emergency vehicles throughout the event.
 - o Applicant will meet with the Department at least 30 days prior to event to discuss Department's requirements.
- ***Sanitation and Environmental Services Department:***
 - o Department will provide at least 20 roll-out containers and recycling frames.
 - o Applicant will provide volunteers for clean-up.



HISTORIC
FRANKLIN
TENNESSEE

**CERTIFICATE OF COMPLIANCE
RETAIL FOOD STORE WINE
RENEWAL**

(Aldi #52) – (209 s. Royal Oaks Blvd, Franklin, TN 37064)

The City of Franklin hereby certifies the following facts concerning application in the name of Jesus Lopez with ALDI Inc. (Tennessee), 1200 N. Kirk Road, Batavia, IL 60510, who has made application for a Certificate of Compliance to sell retail food store wine at 209 S. Royal Oaks Blvd, Franklin, TN which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 8th day of May, 2018

Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Eric Stuckey, City Administrator/Recorder

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
Notice to proposers published in the Williamson Herald on:	3/29/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	20 / 11						
Date and time proposal due and publicly opened:	4/19/18 2:00 PM						
Present at opening of proposals:	Matt Carter of Sun Life; Colby Hinson and Bill Lamb of Met Life; Jake Davis of Cowan / HUB; Tracy Harness, Brittney Lindsey, Sara E. Sylvis and Kevin Townsel of the City of Franklin HR Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Continental American Insurance Co. (CAIC) (Aflac) 1600 Williams Street Columbia, SC 29201 Kasha Kuhlman, Group Underwriter II 803/851.2235 KKuhlman@aflac.com	No	Yes	82.00	not interviewed	See rate tables included in proposal	net 30 days	90 days after Request of Proposal submission.
Dearborn National Life Insurance Co. 701 E. 22nd Street Lombard, IL 60148 Tyler Cummins, Sales Executive 1616 Westgate Circle, Suite 104 Brentwood, TN 37027	Yes	Yes	99.00	92.67	See rate tables included in proposal	net 30 days	6/30/2018
Hartford Life and Accident Insurance Co. (Aetna) One Hartford Plaza Hartford, CT 06155 Julie Currin, Senior Account Manager 704/221-5530 CurrinJ@aetna.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	07/17/2018- Offer is valid for 90 days
Metropolitan Life Insurance Co. 200 Park Avenue New York NY 10166 James Hinson 830 Crescent Centre Drive Franklin, TN 37067 615/435-4533 jhinson@metlife.com	No	Yes	86.00	not interviewed	See rate tables included in proposal	Due first day of each month, grace period 31 days, followed by possible cancellation if not paid.	6/30/2018

*Shaded submittal is the submittal scored highest by the interview panel

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
Notice to proposers published in the <i>Williamson Herald</i> on:	3/29/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	20 / 11						
Date and time proposal due and publicly opened:	4/19/18 2:00 PM						
Present at opening of proposals:	Matt Carter of Sun Life; Colby Hinson and Bill Lamb of Met Life; Jake Davis of Cowan / HUB; Tracy Harness, Brittney Lindsey, Sara E. Sylvis and Kevin Townsel of the City of Franklin HR Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Minnesota Life Insurance Co. (Ochs) 400 Robert Street North St. Paul, MN 55101 Katie Degelmann, Sales Representative 1-800-392-7295 KDegelmann@ochsinc.com	Yes	Yes	86.00	not interviewed	See rate tables included in proposal	net 30 days	Quote valid for 120 days
Mutual of Omaha (Voyageur Strategies, Ltd.) 2001 Winston Avenue Louisville, KY 40205-2533 J. Kent Gregory, PhD, President & CEO 502/550-9561 kent@voyageurstrategies.com	No	Yes	79.00	not interviewed	See rate tables included in proposal	net 30 days	7/1/2018
Standard Insurance Co. 1100 SW 6th Ave Portland, OR 97204 John Heil, Employee Benefits Specialist 615/778-1727 John. Heil@standard.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	7/11/2018
Sun Life Assurance Co. of Canada One Sun Life Executive Park Wellesley Hills, MA 02481 Matthew Carter Sr. Employee Benefits Representative 615/497-9766 matthew.carter@sunlife.com	No	Yes	92.00	not interviewed	See rate tables included in proposal	See deviations for billing options.	Proposal is valid until the effective date.

*Shaded submittal is the submittal scored highest by the interview panel

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:	2018-015 (voluntary group term life insurance with accidental death & dismemberment benefits, and voluntary short-term disability insurance)						
Notice to proposers published in the <i>Williamson Herald</i> on:	3/29/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	20 / 11						
Date and time proposal due and publicly opened:	4/19/18 2:00 PM						
Present at opening of proposals:	Matt Carter of Sun Life; Colby Hinson and Bill Lamb of Met Life; Jake Davis of Cowan / HUB; Tracy Harness, Brittney Lindsey, Sara E. Sylvis and Kevin Townsel of the City of Franklin HR Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/8/18						
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Rates:	Payment terms:	Proposal is valid and may be accepted through:
Symetra Life Insurance Co. 1699 King Street, Suite 106 Enfield, CT 06082 Lisa Marecki, VP of Underwriting, Group Life, Disability & Select Benefits 860/746-7701 lisa.marecki@symetra.com	Yes	Yes	96.00	96.33	See rate tables included in proposal	net 30 days	6/30/2018
The Prudential Insurance Co. of America 751 Broad Street Newark, NJ 07201 Kevin Murphy 545 Mainstream Drive, Suite 210 Nashville, TN 37228 877/500-1615 Kevin.murphy@prudential.com	No	Yes	88.00	not interviewed	See rate tables included in proposal	net 30 days	The quote Prudential has provided will remain firm for 90 days. Proposer may reevaluate offer within the 90 days if the number of lives or volume fluctuates by more than 10%.
USable Life 17500 Chenal Parkway, Ste 500 Little Rock, AR 72223 Doug Davis, Sales Manager - Mid Atlantic Region 3200 West End Avenue, Suite 306 Nashville, TN 37203 615/715-6034 Doug.Davis@usablelife.com	Yes	Yes	80.00	not interviewed	See rate tables included in proposal	net 30 days	7/19/2018

*Shaded submittal is the submittal scored highest by the interview panel

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:		2018-012 (bad debt collection services)						
Notice to proposers published in the <i>Williamson Herald</i> on:		3/8/18						
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		12 / 5						
Date and time proposal due and publicly opened:		April 12, 2018 2PM						
Present at opening of proposals:		Lanaii Y. Benne of the City of Franklin Administration Department; Natalie Keene of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:		5/22/18						
		Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Contingency collection fee for non-litigated accounts ...		Payment terms:	Proposal is valid and may be accepted through:
					... as a percent of the pre-fee amount owed by debtor:	... as a percent of the amount collected:		
Proposals received from:								
American Municipal Services (AMS) 3724 Old Denton Road Carrollton, TX 75007 Gregory Pitchford, VP/CFO 469/568-1150 greg.pitchford@amsltd.us		Yes	No	63.48	21.00%	17.36%	net 30 days	Not indicated
Automated Collection Services, Inc. (ACSI) 2802 Opryland Drive Nashville, TN 37214 Jennifer Sutton, Director of Client services 615/690-1865 jsutton@acsi.net		Yes	No	91.74	23.46%	19.00%	net 30 days	12/31/2018
I.C. System, Inc. 444 Highway 96 E. Saint Paul, MN 55127 Mark Pollard, Proposal Coordinator 651/481-6406 mpollard@icsystem.com		Yes	No	83.50	19.05%	16.00%	net 30 days	7/12/2018
Premiere Credit of North America, LLC 100 Centerview Drive, Suite 220 Nashville, TN 37214 Charlie Helms, Director Account Management 317/799-8115 chelms@premierecredit.com		Yes	No	83.88	20.00%	16.67%	net 30 days	Pricing validity does not expire
Universal Collection Systems, Inc. 5240 Mendenhall Park Place Memphis, TN 38115 Eddie W. Shaw, Vice President 901/508-0604 eddie@ucs-memphis.com		Yes	No	78.82	22.00%	18.03%	net 30 days	6/30/2018

*Shaded submittal is the submittal scored highest by the interview team

CPI-All Urban Consumers (Current Series)

Original Data Value

Series Id: CUUR0000SA0L1E
Not Seasonally Adjusted
Series Title: All items less food and energy in U.S. city
Area: U.S. city average
Item: All items less food and energy
Base Period: 1982-84=100
Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2008	213.1	213.9	214.9	215.1	215.2	215.6	216.0	216.5	216.9	217.0	216.7	216.1
2009	216.7	217.7	218.6	219.1	219.1	219.3	219.4	219.6	220.1	220.7	220.4	220.0
2010	220.1	220.6	221.1	221.2	221.2	221.3	221.3	221.6	221.9	222.1	222.1	221.8
2011	222.2	223.0	223.7	224.1	224.5	224.9	225.2	225.9	226.3	226.7	226.9	226.7
2012	227.2	227.9	228.7	229.3	229.6	229.9	229.9	230.2	230.8	231.3	231.3	231.0
2013	231.6	232.4	233.1	233.2	233.5	233.6	233.8	234.3	234.8	235.2	235.2	235.0
2014	235.4	236.1	236.9	237.5	238.0	238.2	238.1	238.3	238.8	239.4	239.2	238.8
2015	239.2	240.1	241.1	241.8	242.1	242.4	242.4	242.7	243.4	244.0	244.1	243.8
2016	244.5	245.7	246.4	247.0	247.5	247.8	247.7	248.3	248.7	249.2	249.2	249.1
2017	250.1	251.1	251.3	251.6	251.8	252.0	251.9	252.5	252.9	253.6	253.5	253.6
2018	254.6	255.8	256.6									
year over year change >>>			2.1%									

HALF1	HALF2
214.6	216.5
218.4	220.0
220.9	221.8
223.7	226.3
228.8	230.7
232.9	234.7
237.0	238.8
241.1	243.4
246.5	248.7
251.3	253.0

RESOLUTION 2018-35

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE
CITY OF FRANKLIN EMPLOYEES' PENSION PLAN, PROVIDING A COST OF
LIVING ADJUSTMENT TO THE MONTHLY BENEFIT FOR RETIRED
RECIPIENTS, EFFECTIVE JULY 2018**

WHEREAS, the City of Franklin periodically adopted a cost-of-living adjustment for recipients of benefits from the City of Franklin Employees' Pension Plan, and

WHEREAS, the Board of Mayor and Aldermen wishes to approve a cost of living increase to maintain the purchasing power of retiree benefit payments, and

WHEREAS, the formula previously used by BOMA is based on the March-to-March change in the Consumer Price Index (CPI) - U.S. City average for all items less food & energy, as reported by the United States Bureau of Labor Statistics (BLS).

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

Section 1. That the custodial bank of the City of Franklin Employees' Pension Plan be instructed to make effective on July 1, 2018, the change in the appropriate CPI series between March 2017 and March 2018 in the amount of monthly benefit to eligible beneficiaries of the Plan.

Section 2. That this Resolution shall be effective on July 1, 2018.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley
City Attorney

ORDINANCE 2018-06

TO BE ENTITLED: “AN ORDINANCE TO AMEND CHAPTER 5 OF THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, TO AMEND VARIOUS SECTIONS OF THE SIGN REGULATIONS PERTAINING TO TEMPORARY SIGNS, AND ADDING A NEW TEMPORARY SIGN TYPE FOR TEMPORARY MULTI-STORY BUILDING DEVELOPMENT-IN-PROGRESS SIGNS.”

WHEREAS, the City of Franklin encourages responsible growth and development and has adopted Zoning requirements to regulate the location, size, placement, and physical characteristics of signage that is intended to promote and protect the public health, safety, comfort, morals, and convenience of the community; and

WHEREAS, the City of Franklin is continuing to experience unprecedented growth and development, including new developments with multi-story buildings over three (3) stories; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen (BOMA) and the Franklin Municipal Planning Commission have evaluated the need for, and determined that it is reasonable to establish, regulations to permit the installation of temporary signage for new multi-story building development-in-progress signs; and

WHEREAS, this text amendment is in the best interest of the citizens of Franklin.

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

SECTION I: That Chapter 5, Subsection 5.12.7, Table 5-14 of the Franklin Zoning Ordinance is hereby amended to correct an error in the table numbering, to add a new Temporary Sign Type, and, by deleting the following text noted with a ~~strike through~~ and adding the following text noted in **bold**, is approved to read as follows:

5.12.7 Summary Table of Sign Standards

Table 5-14, Summary Table of Sign Standards, sets out the minimum requirements for signs in the City:

TABLE 5-14B: SUMMARY TABLE OF SIGN STANDARDS							
Sign or Device	Base District	Maximum Number	Maximum Sign Area (in Sq Ft per Side, Total)	Maximum Height (in Ft)	Maximum Setback (in Ft)	Timing	Conditions
TEMPORARY							
Freestanding Development-in-progress	All	1 per contractor or supplier per entrance and 1 per pod of development	32, 64	6	Right-of-way	Non-residential: Remove within 1 year. Residential: Remove after 80% build-out, or 3 years, whichever occurs first.	NA 5.12.10(4)

TABLE 5-148: SUMMARY TABLE OF SIGN STANDARDS

Sign or Device	Base District	Maximum Number	Maximum Sign Area (in Sq Ft per Side, Total)	Maximum Height (in Ft)	Maximum Setback (in Ft)	Timing	Conditions
Multi-Story Building Development-in-progress	All	1 per building	Total of 1 sq. ft. per linear ft. of building side	See Conditions	NA	Remove upon the issuance of final certificate of use and occupancy	5.12.10(6)
Notes: NA = Not Applicable							

SECTION II: That Chapter 5, Subsection 5.12.10(4) of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(4) Freestanding Temporary Development-In-Progress Signs

The following provisions shall apply to all temporary development-in-progress signs:

- (a) Maximum of one per contractor or supplier per entrance and one per pod of development;
- (b) Maximum sign area of 32 square feet per side, with a total of 64 square feet;
- (c) Maximum height of six feet;
- (d) Minimum setback at the right-of-way line per applicable district regulations;
- (e) Signs in nonresidential projects removed within one year; and
- (f) Signs in nonresidential projects removed after 80 percent of buildout, or three years, whichever occurs first.

SECTION III: That Chapter 5, Subsection 5.12.10 of the Franklin Zoning Ordinance is hereby amended to add a new Subsection 5.12.10(6) by adding the following text noted in **bold**, and is approved to read as follows:

(6) Temporary Multi-Story Building Development-In-Progress Signs

Temporary Multi-Story Building Development-In-Progress signs shall:

- (a) Be limited to one (1) per building;**
- (b) Be limited to buildings of three (3) stories or more in height;**
- (b) Not be illuminated;**
- (c) Not exceed the height of the roofline; and**
- (d) Be removed upon the issuance of a final certificate of use and occupancy.**

SECTION IV: That Chapter 5, Subsection 5.12.11(8) of the Franklin Zoning Ordinance is hereby amended to add the following text noted in **bold**, and is approved to read as follows:

(8) Temporary Signs, If Not Otherwise Regulated

The following provisions shall apply to all temporary signs:

- (a) Maximum sign area of 32 square feet per side, with a total of 64 square feet;
- (b) Maximum height of six feet;

- (c) Minimum setback at the right-of-way line per applicable district regulations; and
- (d) No more than two such signs allowed per lot.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER EXTENSION PROJECT [SR-397 MACK HATCHER PARKWAY WEST, FROM
SOUTH OF SR-96, WEST FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN
WILLIAMSON COUNTY]**

COF Contract No. 2013-0034

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US-431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23rd day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars (\$277,500.00)**; and

WHEREAS, the City and the Consultant amended this agreement through the following amendments:

- Amendment No. 1, dated November 25, 2014 (\$355,056.00)
- Amendment No. 2, dated February 9, 2016 (\$81,607.00)
- Amendment No. 3, dated April 11, 2017 (\$92,600.92)
- Amendment No. 4, dated September 12, 2017 (\$432,600.00)

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated March 23, 2018, in the amount of **THIRTY-TWO THOUSAND SIX HUNDRED FORTY AND NO/100 DOLLARS (\$32,640.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 23, 2018, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **THIRTY-TWO THOUSAND SIX HUNDRED FORRTY AND NO/100 DOLLARS (\$32,640.00).**

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated April 23, 2013, Amendment No. 1 dated November 25, 2014: Amendment No. 2 dated February 9, 2016: Amendment No. 3 dated April 11, 2017: and Amendment No. 4 dated September 12, 2017 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

March 23, 2018

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope of work and associated fee estimate for the additional work as approved by TDOT staff on the above referenced project. This additional work results from requests by TDOT to revise the project plans for Right of Way.

In summary, this work includes the revisions to the right-of-way plans, associated legal description updates, and other right of way issues as discussed with TDOT in the December 15, 2017 meeting. We anticipate one right of way revision and associated letting revision submittal to TDOT, which are included in this scope of work. This estimate also includes a partial reimbursement for lighting design, performed at request of TDOT during the construction plans review process, which was not anticipated with the previous revision scope.

A more detailed description of the additional work can be found in the Project Scope (Exhibit A).

The total work order request is for \$32,640.00. In summary, the requested estimate is distributed as follows:

Tasks	Fees
Portfolio development and re-submittal	\$3,480.00
Roadway lighting fixture changes and quantity update	\$6,810.00
Plans updates for tract 9 revisions	\$22,350.00
Total	\$32,640.00

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Brandie C. Cookston".

Brandie C. Cookston, PE, CPESC, CPSWQ, ENV-SP
Client Service Leader
CDM Smith Inc.





cc: Zack Daniel – CDM Smith
Jeff Mize – CDM Smith
Nathan Long – Amec Foster Wheeler
Jonathan Marston – City of Franklin

Attachments: Exhibit A – Project Scope and Fee

Exhibit A Project Scope and Fee

STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

March 23, 2018

This scope of services for additional work on the above referenced project as requested by TDOT. The tasks outlined below are in addition to the work included in the original scope of work and previous supplements.

This scope includes the revisions to the right-of-way plans, associated legal description updates, and lighting revisions (quantities and fixture changes).

- CDM Smith will perform right of way plans revisions to Tract 9 as prescribed by TDOT staff in the project meeting on December 15, 2017, limited to the following items:
 - o Addition of ROW commitments sheet
 - o Evaluation of grading on Tract 9 for future use
 - o Change driveway access right of way from permanent to temporary (construction).
 - o Legal Descriptions were revised accordingly for the listed plans revisions.
- Lighting updates include fixture changes and associated quantity updates (included in construction plans submission).
- CDM Smith anticipates one additional right of way revision and has included anticipated time associated with this revision and coordination required.
- CDM Smith anticipates one additional portfolio submittal for the updates listed.

The project fee will be distributed as follows:

Tasks	Fees
Portfolio development and re-submittal	\$3,480.00
Roadway lighting fixture changes and quantity update	\$6,810.00
Plans updates for tract 9 revisions	\$22,350.00
Total	\$32,640.00

The total amount of \$32,640.00 will be invoiced in accordance with the pre-approved billing rate contract. See attached TDOT approved hourly estimates for the required revisions.

3/2/2018

TDOT approved fee
estimate

**EXHIBIT A
DESIGN
FEE ESTIMATE**

**REGION 3
WILLIAMSON COUNTY
STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From SR-96 to SR-106**

Tasks	HOURS PER PERSONNEL CLASS				
	Proj. Mgr.	Proj Eng	Engineer	CAD Tech	CAD Drafter
Portfolio development and resubmittal	4	8	4	8	
Roadway lighting fixture changes and quantity update	4	16	12	16	
Plans updates for Tract 9 revisions	24	20	60	60	
HOURS PER CLASSIFICATION	32	44	76	84	
MANDAYS	4	5.5	9.5	10.5	
TOTAL HOURS	236				
TOTAL DAYS	29.5				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ 58.00	x	32	=	\$ 1,856.00
Project Engineer	\$ 56.00	x	44	=	\$ 2,464.00
Engineer/Senior Designer	\$ 45.00	x	76	=	\$ 3,420.00
CAD Tech	\$ 35.00	x	84	=	\$ 2,940.00
CAD Drafter	\$ 25.00	x		=	\$ -
LABOR =					\$ 10,680.00

OVERHEAD (DL x 1.76)					
	\$ 10,680.00		X	176.30%	\$ 18,828.84

FEE (DL x 2.35 x 12.5%)						
\$	10,680.00	X	2.35	X	12.5%	\$ 3,137.25

DIRECT EXPENSES					
Mileage			X	0.470	\$ -
Meals			X		\$ -
Lodging			X		\$ -
Printing (Half-size Bond)			X	0.25	\$ -
Lodging			X	142.61	\$ -
Per Diem			X	49.5	\$ -
Postage/Shipping					\$ -
DIRECT EXPENSES =					\$ -

FINAL DESIGN = \$ 32,646.09

RESOLUTION 2018-36

A RESOLUTION AUTHORIZING THE USE OF THE FY 2019 ON-CALL ANNUAL CONTRACT FOR PAVEMENT PRESERVATION (COF CONTRACT NO. 2018-0036) PRIOR TO JULY 1, 2018

WHEREAS, on April 24, 2018, the City of Franklin Board of Mayor and Aldermen approved Resolution 2018-20 to award the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) to Jarrett Builders, Inc.; and

WHEREAS, the City of Franklin Streets Department has funds remaining in its fiscal year (FY) 2018 annual operating budget that were allocated to pavement preservation; and

WHEREAS, the Streets Department desires to utilize the contractor and work items, as contained in the recently approved FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036), to perform said work prior to July 1, 2018, which is the start of FY 2019.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that, upon agreement by Jarrett Builders, Inc., as evidenced by the letter attached as Exhibit A, the City of Franklin Streets Department is authorized to utilize the FY 2019 On-Call Annual Contract for Pavement Preservation (COF Contract No. 2018-0036) immediately upon final execution of the contract documents and prior to July 1, 2018.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 201____.

ATTEST:

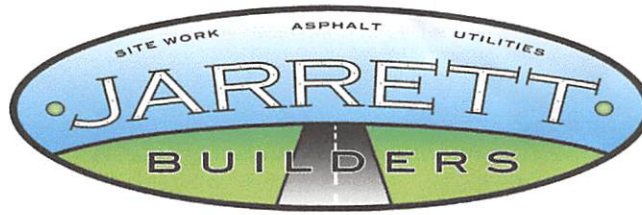
CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



April 26, 2018

**Joe York
Director Street Department
City of Franklin Public Works**

RE: Road Seal Preservation project for the City of Franklin, Tn

Jarrett Builders Inc. is prepared to commence with the Road Seal Preservation project for the City of Franklin, Tn. in May 2018 thru June 30th, 2019 at the amount per square yard as indicated in the bid document submitted to the City of Franklin on 3-28-2018.

If you have any questions or need any assistance, please call or email to (615) 939 - 4246 or benny@jarrettbuildersinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Benny Shepherd", followed by the date "4/26/2018" written in blue ink.

**Benny Shepherd
Vice President
Jarrett Builders, Inc.**



April 26, 2018

**Joe York
Director Street Department
City of Franklin Public Works**

RE: Road Seal Preservation project for the City of Franklin, Tn

Jarrett Builders Inc. is prepared to commence with the Road Seal Preservation project for the City of Franklin, Tn. in May 2018 thru June 30th, 2019 at the amount per square yard as indicated in the bid document submitted to the City of Franklin on 3-28-2018.

If you have any questions or need any assistance, please call or email to (615) 939 - 4246 or benny@jarrettbuildersinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Shepherd", followed by the date "4/26/2018" written in blue ink.

**Benny Shepherd
Vice President
Jarrett Builders, Inc.**

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SR96W MULTIUSE TRAIL PROJECT
COF Contract No. 2016-0325**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch and Company** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled SR96W Multiuse Trail (Vera Valley Dr. to 5th Ave North), November 8, 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of One Hundred Twenty-One Thousand Three Hundred Eleven and No/100 Dollars (\$121,311.00), as authorized by the City Engineer and as detailed in the Scope of Services and Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated March 16, 2018, for an increase in engineering services in the not-to-exceed amount of **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 16, 2018, letter of proposal (Attachment A"), which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A in an amount not-to-exceed **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated November 8, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

ALFRED BENESCH AND COMPANY

By: _____
 Dr. Ken Moore
 Mayor
 Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 16, 2018

Mr. H. Gupta Borra, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
For SR 96 West Multi-Use Path from Vera Valley Road
To 5th Avenue North in Downtown Franklin, TN

Dear Mr. Borra:

As requested we have completed a scope and man-day estimate to provide additional professional engineering services for the above named project, we appreciate the opportunity to submit information. The additional scope of work items are detailed as follows:

1. Utility Coordination
 - a. Notify in writing all utility companies (60-day response time).
 - b. 2nd Notice to all non-responsive utility companies (10-day response time).
 - c. Issue Preliminary Plans and solicit comments (2 possible utility meetings).
 - d. Issue ROW plans and timeline for relocation plans submittals.
 - e. Review and approve relocation plans.
 - f. Coordinate any contracts between the City and Utility.
 - g. Package information for submittal to TDOT for Utility Coordination Conformance.
2. Relocation design of 1500 LF of 8" City of Franklin water main.
3. Relocation design of City of Franklin Sanitary Sewer Conflicts.
4. Upgrade and redesign for pedestrian signals and signal loops at Boyd Mill Avenue.
5. Upgrade and redesign of pedestrian signals and signal loops at 11th Avenue North.
6. Realignment of path along Freedom Intermediate School due to recent reconstruction of the school's playground.
7. NEPA Supplemental Service (Griggs and Maloney).
 - a. See the attached letter from Steve Maloney
8. Survey Services (Civic Engineering and IT, Inc.)
 - a. Civic will provide surveying services to field stake Existing and Proposed right-of-way One (1) Time along the north side of Highway 96 between Vera Valley Drive and 5th Avenue North in Franklin, TN.
 - b. Wooden stakes will be placed at property lines (22 Tracts), right-of-way breaks, beginning and end of curves and intermediate curve points as necessary.

Recipient

Page | 2



- c. Perform Topographic Survey for a newly constructed playground area on the Freedom Intermediate School property north of the existing sidewalk.
- d. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
- e. Civic will not be responsible for contacting property owners.

Based on the above scope of additional services please find the attached estimate for a total supplement amount of \$46,226.50.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

March 7, 2018

Mr. Sammie McCoy
Alfred Benesch & Company
Creekside Crossing
1118 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027

**RE: ADDITIONAL TIME/EXPENSE CHARGES FOR SR 96W MULTI-USE TRAIL
FRANKLIN, TENNESSEE**

Dear Mr. McCoy:

I have presented below additional charges relative to the SR 96W Multi-Use Trail. As of now, we are \$5,952.60 over our original estimate due the City of Franklin wanting to adjust the alignment after the NEPA documentation was submitted and working with Katie McKeel (TDOT) to amend the submittal, then the additional time from TDOT's delays beginning in late April/early May when it was discovered that Katie McKeel had left and the project was in "no man's land." Work carried on through the discussions of the ROW changes, to working with the new TDOT project manager (Jacob Van Buer), and then finally to TDOT's decision that re-coordination was necessary. Working through this process with Mr. Van Buer also resulted in additional charges while preparing the Streamlined Documentation Checklist (SDC).

NEPA Documentation Adjustment/Amendments/Streamlined Documentation Checklist

Steve Maloney	<i>Principal</i>	15 hours	@ \$190/Hr. =	\$2,850.00
Kerry Given	<i>Environmental Scientist</i>	22 Hours	@ \$100/Hr. =	\$2,200.00
Dinah Moore	<i>Draftsperson</i>	4 Hours	@ \$80/Hr. =	\$320.00
Deidre Alexander	<i>Secretary</i>	9 Hours	@ \$55/Hr. =	\$495.00
			Subtotal	\$5,865.00
Expenses, Mileage		146 miles	@ \$0.60/mile =	\$87.60
			TOTAL	\$5,952.60

These additional charges were necessary to complete the NEPA documentation for the project. If you have any questions, please advise.

Sincerely,

GRIGGS & MALONEY, INC.

A handwritten signature in black ink, appearing to read "Steve Maloney", is written over a circular stamp. The stamp contains the text "Steve Maloney" and "President" in a sans-serif font.

Steve Maloney
President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

SR 96 West Multi-use Path

From 5th Ave. to Vera Valley Drive

Williamson County

General Comments:

Additional Services Fee Proposal for adding a 10' multi-use path along one side or the route.

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

3/8/2018

DESIGN MANDAY ESTIMATE



ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

DESIGN TASKS	
1 Utility Coordination	15.0 MANDAYS
2 Waterline Design	15.0 MANDAYS
3 Sewer Design	6.0 MANDAYS
4 Pedestrian Signal Design at Boyd Mill	4.0 MANDAYS
5 Pedestrian Signal Design at 11th Avenue North	4.0 MANDAYS
6 Realignment of Path at Freedom Intermediate School	3.0 MANDAYS
TOTAL DESIGN MANDAYS	47.0 MANDAYS

☒ Remove X to display instructions.

LABOR RATES

ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018



PERSONNEL	MANDAY RATE
PROJECT MANAGER II (\$128/hr)	\$ 1,024.00
PROJECT ENGINEER II (\$108/hr)	\$ 864.00
PROJECT ENGINEER I (\$92/hr)	\$ 736.00
DESIGNER II (\$78/hr)	\$ 624.00
DESIGNER I (\$72/hr)	\$ 576.00

TOTAL MANDAYS	47.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 0.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER I	20.0 % PREL. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS PRELIMINARY PLANS		0.0 M.D.	\$ -
RIGHT-OF-WAY PLANS 0.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	20.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER I	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS RIGHT-OF-WAY PLANS		0.0 M.D.	\$ -
CONSTRUCTION PLANS 100.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % CONST. PLANS	1.9 M.D.	\$ 1,945.60
PROJECT ENGINEER II	16.0 % CONST. PLANS	7.5 M.D.	\$ 6,480.00
PROJECT ENGINEER I	20.0 % CONST. PLANS	9.4 M.D.	\$ 6,918.40
DESIGNER II	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,798.40
DESIGNER I	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,121.60
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		47.0 M.D.	\$ 32,264.00
TOTAL LABOR COSTS			\$ 32,264.00

☒ Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)		\$ 0.00 Per Day	\$ -	
Per Diem		\$ 0.00 Per Day	\$ -	
Transportation	X 70.00 Miles X	\$ 0.55 Per Day	\$ -	
Lodging		\$ 0.00 Per Person	\$ -	\$ -
Other Expenses:				
Sub-Consultants	Unit Price			
Griggs and Maloney, Inc. (NEPA Supplemental Services)	\$ 5,952.50	\$ 5,952.50		
Civic Engineering and IT, Inc. (ROW Staking)	\$ 8,010.00	\$ 8,010.00		
		\$ -		
				\$ 13,962.50
TOTAL DIRECT EXPENSES				\$ 13,962.50
DIRECT EXPENSES PRELIMINARY PLANS				
DIRECT EXPENSES ROW PLANS			\$ -	
DIRECT EXPENSES CONSTRUCTION PLANS			\$ 13,962.50	

FEE PROPOSAL

FEE PROPOSAL

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

**Preliminary Design**

Labor	=	\$	-
Direct Expense	=	\$	-
Total Preliminary Plans	=	\$	-

Right-of-Way Design

Labor	=	\$	-
Direct Expense	=	\$	-
Total Right-of-Way Plans	=	\$	-

Construction Design

Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Construction Plans	=	\$	46,226.50

Totals

Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Project	=	\$	46,226.50

Total Not to Exceed:	\$	46,226.50
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ORDINANCE No. 2018-07

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, TITLE 15; CHAPTER 6, TITLE 15; CHAPTER 7; SECTION 14-703 AND APPENDIX A; CHAPTER 15 TO REVISE AND UPDATE PARKING REGULATIONS."

WHEREAS, the Board of Mayor and Aldermen acknowledges that managing and enforcing parking regulations are necessary for the public safety of its citizens; and

WHEREAS, in an effort to maintain current and clear regulations regarding parking, the City desires to revise and update regulations associated with parking and parking enforcement; and

WHEREAS, the Board of Mayor and Aldermen hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public health, safety and general welfare.

NOW THEREFORE:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Title 15; Chapter 6 of the Franklin Municipal Code is hereby deleted in its entirety and replaced with the following:

CHAPTER 6. - PARKING

Sec. 15-601. – Application of chapter provisions.

The provisions of this chapter prohibiting the standing or parking of a vehicle shall apply at all times, or at the times herein specified, or as indicated on official signs or pavement markings except when it is necessary to stop a vehicle to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic-control device.

Sec. 15-602 – Obstructing traffic prohibited.

- (1) It is unlawful to leave any vehicle standing in any public street when such vehicle constitutes a hazard to public safety or an obstruction to the normal flow of traffic.
- (2) Whenever any vehicle is standing or parked upon or beside a roadway, no person shall open any door of such vehicle on that side of the vehicle nearest the flow of traffic on such street, whenever the opening of such door shall constitute a hazard or obstruction to vehicles moving on the street in a lawful manner.

Sec. 15-603. Stopping, standing or parking – Prohibited locations.

- (1) No person shall stop, stand or park a vehicle:
 - (a) On a sidewalk;
 - (b) Upon any median, buffer strip, planting strip or landscape strip located between a sidewalk and roadway;
 - (c) Within an intersection or within 25 thereof, except to this shall have no application to:

- i. Intersections at which the flow of traffic is controlled by either a traffic light (providing the customary red, yellow and green signals) or a four-way stop sign;
 - ii. Designated parking spaces when properly signed and marked;
 - (d) On a crosswalk or between sidewalk pedestrian ramps;
 - (e) On any controlled-access highway;
 - (f) Alongside or opposite any street excavation or obstruction when other traffic would be obstructed.
 - (g) Upon any bridge or other elevated structure, underpass or within a street tunnel.
 - (h) On a path or crosswalk within any park.
- (2) No person shall stop, stand or park a vehicle, except momentarily to pick up or discharge a passenger or passengers:
- (a) At any place where official signs or pavement markings prohibit stopping, standing or parking;
 - (b) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (c) Within an alley except during the necessary and expeditious loading and unloading of merchandise or freight, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the normal flow of traffic.
 - (d) Without its right-hand wheels of the vehicle parallel to and within eighteen inches (18") of the right-hand curb;
 - (e) In front of a public or private driveway.
 - (f) Within 15 feet of a fire hydrant
 - (g) Within 50 feet of a railroad crossing.
 - (h) In any area designated as a fire lane pursuant to the terms of the Standard Fire Prevention Code adopted and codified by § 7-201 of the Franklin Municipal Code.

Sec. 15-604. - Angle parking.

On those streets which have been signed or marked by the city for angle parking, no person shall park or stand a vehicle other than at the angle indicated by such signs or markings. No person shall angle park any vehicle or vehicle with a trailer attached thereto that blocks the normal flow of traffic.

Sec. 15-605. – Parking within bicycle lanes.

Motor vehicles shall not be parked, stopped or left standing in a bicycle lane except that parking shall be allowed in bicycle lanes in McKay's Mill Subdivision along the bicycle lanes on the following roads: on Liberty Pike from its intersection with Turning Wheel Lane to its intersection with Waverly Place, on Market Street from its intersection with Liberty Pike to its intersection with Clovercroft Road, and on Oxford Glen Drive from its intersection with Liberty Pike to its intersection with Clovercroft Road.

Sec. 15-606. – Time restrictions on parking in certain areas.

On-street parking and parking within a City-owned garage shall be limited as signed. The City Administrator shall have the authority to oversee the placement of signs denoting the proper time limitations as set forth by policy of the Board. It is prohibited for any person to remove, tamper with or in

any way alter a chalk mark place on a vehicle by a parking enforcement officer to enforce the time limits in the limited parking time zones.

Sec. 15-607. – Electric vehicle charging.

No vehicle shall be parked, in a public parking space, if designated for charging any electric vehicle by any sign or pavement marking using the term “electric vehicle charging”, or otherwise reasonably indicating designation for electric vehicle charging, unless the vehicle is actively charging when parked in the electric vehicle charging parking space.

Sec. 15-608. - Occupancy of more than one space.

No person shall park a vehicle in any designated parking space so that any part of such vehicle occupies more than one such space or protrudes beyond the official markings on the street or curb designating such space.

Sec. 15-609. – Parking for sale or repair purposes.

No person shall stand or park a vehicle upon any public roadway, public parking lot/garage or leased parking lot/garage for the principal purpose of:

- (1) Displaying it for sale or rent;
- (2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

Sec. 15-610. – Unattended vehicles.

- (1) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the street.
- (2) Notwithstanding the provisions of subsection A. of this section to the contrary, it shall be lawful to start a vehicle and leave it running if the doors of the vehicle remain locked, the vehicle cannot be driven without a key in the ignition switch, and there is no key in the ignition switch while the vehicle is unattended.

Sec. 15-611. – Stopping and parking with left side to curb.

No vehicle shall stop or park with its left side to the curb; provided, however that this prohibition shall not apply to one-way street when such stopping and parking has been authorized by the City and when properly signed and marked.

Sec. 15-612. - Loading and unloading zones.

- (1) The Board of Mayor and Aldermen may establish passenger and freight loading zones and maintains signs indicating the same and stating the hours during which the provisions of this section are applicable at whatever location it may determine to be appropriate. Loading zones will be established only where:
 - (a) The property owner has no available off-street loading and unloading facilities or such facilities as are available are grossly inadequate;
 - (b) Such loading is necessary to the conduct of the business of the property owner;
 - (c) Such loading zone is in the interest of the public convenience, welfare and safety
 - (d) The type of loading and unloading involves freight or merchandise too heavy or bulky to be conveniently carried by hand;

- (e) Existing street loading space is too inconvenient or far away for practical and efficient loading or unloading.
- (2) No person shall stop, stand or park a vehicle for any purpose or length of time other than for expeditious unloading and delivery or pickup and loading of freight and merchandise marked as a freight loading zone during the hours when the provisions applicable to freight loading zones are in effect. In no case shall a stop for loading and unloading exceed thirty minutes.

Sec. 15-613. - Overtime Non-Meter Zone

At any place within the city where authorized signs are posted pursuant to the provisions of this chapter giving notice of parking limitations, regulations, restrictions or prohibitions, it shall be unlawful for any person to park a vehicle in any manner in violation of, or contrary to, the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic. It is prohibited for any person to remove, tamper with or in any way alter a chalk mark placed on a vehicle by a parking enforcement officer to enforce the time limits in the limited parking time zones.

Sec. 15-614. - Disabled or unlicensed vehicles.

It shall be unlawful to leave any vehicle parked on any public way or place for more than 24 consecutive hours when such vehicle is not in running condition or does not have a current state license plate. Any vehicles parked in violation of this section shall be impounded and stored at the expense of the owner.

Sec. 15-615. - Public parking lots/garages.

- (1) *Prohibitions.*
 - (a) On any public parking lot or garage which is owned, leased, or maintained by the City of Franklin it shall be unlawful to leave any vehicle parked for longer than the times posted, to create a traffic hazard or to obstruct the safe passage of vehicles or pedestrians. No vehicle shall remain parked in a city garage for more than 24 hours or the vehicle may be impounded pursuant to chapter 7 of this title. Failure to follow posted rules in a public parking lot/garage owned, leased, or maintained by the City of Franklin shall also be unlawful.
 - (b) All vehicles shall be parked head-in only.
- (2) *Exceptions.* City-owned vehicles shall not be subject to the timed parking requirements above.

Sec. 15-616. - Presumption with respect to illegal parking.

When any unoccupied vehicle is found parked in violation of any provision of this chapter, there shall be a prima facie presumption that the registered owner of the vehicle is responsible for such illegal parking.

Sec. 15-617. - Parking of commercial vehicles in residential zones prohibited.

- (1) No person shall park any motor vehicle licensed and/or primarily used for commercial purposes, continuously for more than 15 days within a residential zoning district, either on a public street, or upon any lot smaller than five acres in size; nor shall any person allow any such motor vehicle to be parked on any such property belonging to him or under his control in violation of this section.
- (2) The parking of a commercial vehicle otherwise prohibited under subsection (1) shall be permitted so long as the vehicle is located in the rear yard of the lot, as defined in the Franklin Zoning

Ordinance, and is effectively screened from any adjoining roadway or adjoining property by a wall, enclosure, fence, greenery or shrubbery.

- (3) No school buses or trailers attached or attachable to any commercial vehicle shall be parked in any residential zone at any time.
- (4) Excluded from this section entirely are emergency service vehicles and other vehicles actively performing a service on the residential property, including moving vans and vehicles needed for construction purposes.

SECTION II: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that Title 15; Chapter 7, Section 15-703 of the 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:

Sec. 15-703. - Illegal parking.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Code, the officer finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a citation for the driver and/or owner to answer for the violation within ten days during the hours and at a place specified in the citation. ~~The officer, may, however, issue a courtesy warning and affix such to the vehicle, when he determines, through reasonable investigations, that (1) the driver of the vehicle is not a resident of Williamson County, and (2) neither the driver nor the owner of the vehicle has received a previous citation. Such a courtesy warning shall advise the offender of his violation, but shall not require any payment or appearance by him.~~

SECTION III: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that Appendix A, Chapter 15 of the 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:

Violations for: Cruising Overweight vehicles Operating a vehicle without proper safety restraints Parking in a handicap space without placard Traffic citations Transporting hazardous materials or substances	Up to \$50.00 per violation/offense
Impoundment fee	\$25.00 plus \$6.00 per day each day
Parking citations	\$10.00 \$20.00 for the first offense, \$25.00 \$30.00 for the second offense and \$50.00 for the third and successive offenses within a calendar year 12-month period . Note: \$1.00 shall be added to each citation for the state litigation tax.

SECTION IV: 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 second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____

ERIC S. STUCKEY
City Administrator/Recorder

BY: _____

DR. KEN MOORE
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING:

PUBLIC HEARING:

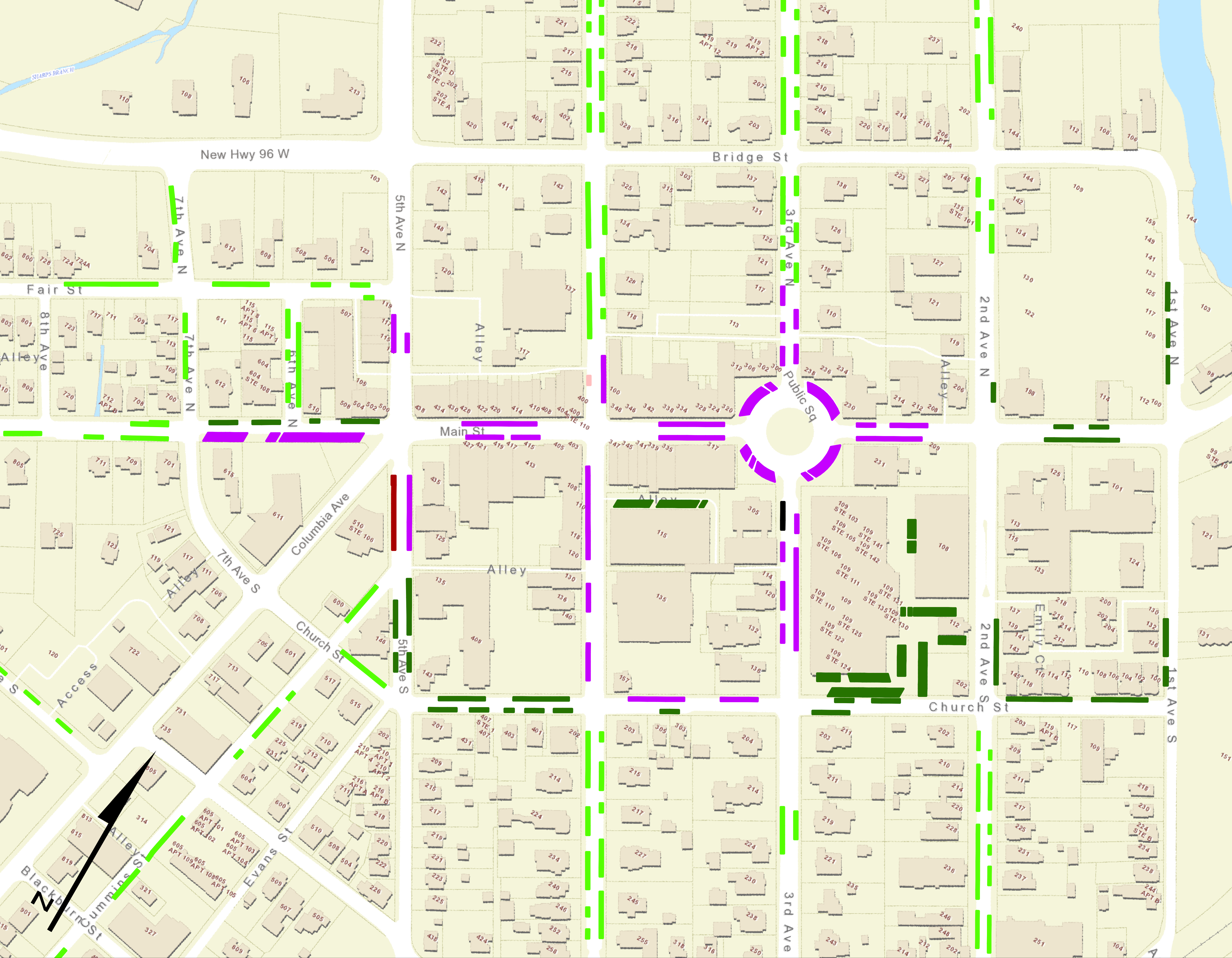
PASSED SECOND READING:

ORD 2018-27

EXHIBIT A

PG 1 OF 4

EXISTING CONDITIONS



Existing Parking (2018)		
Count	Percentage	Description
304	19.4%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motorcylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.5%	Free Public Parking Stalls
338	21.6%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.1%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
640	40.9%	Free / Non-Time Restricted Parking (On-Street)
384	24.5%	Free Parking (Non Marked Spaces)
256	16.4%	Fee Parking (Marked Spaces)
196	12.5%	Free/Time Restricted Parking (On-Street)
187	11.9%	4 Hour Parking
0	0.0%	2 Hour Parking
8	0.5%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
0	0.0%	Transit and Rideshare Pickup/Drop Off
1565	100.0%	Total

NO TIME LIMIT (NON-MARKED SPACES)

NO TIME LIMIT (MARKED SPACED)

4 HOUR PARKING

2 HOUR PARKING

30 MIN PARKING

15 MIN PARKING

SHERIFF PARKING

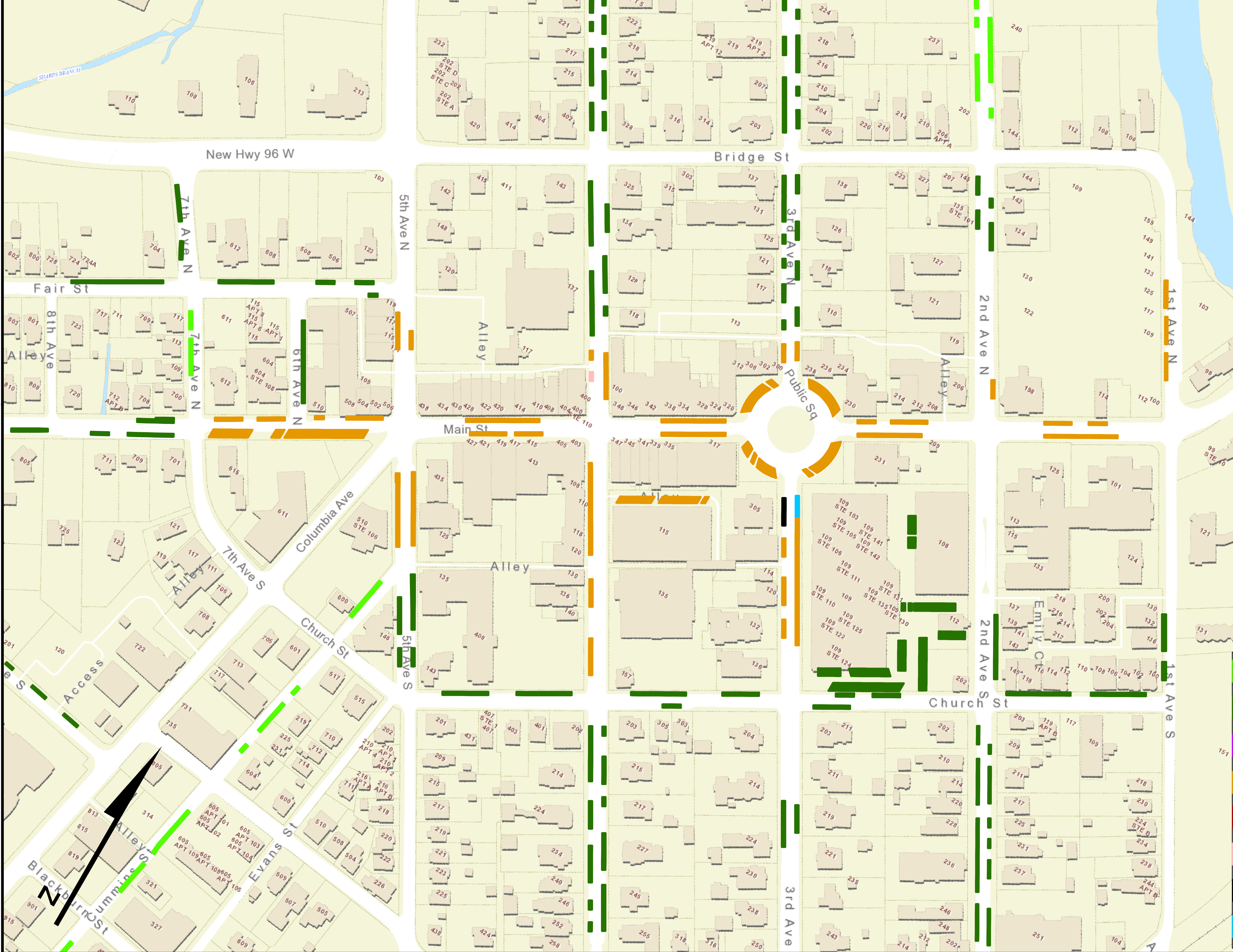
TRANSIT AND RIDESHARE PICKUP/DROP OFF

ORD 2018-27

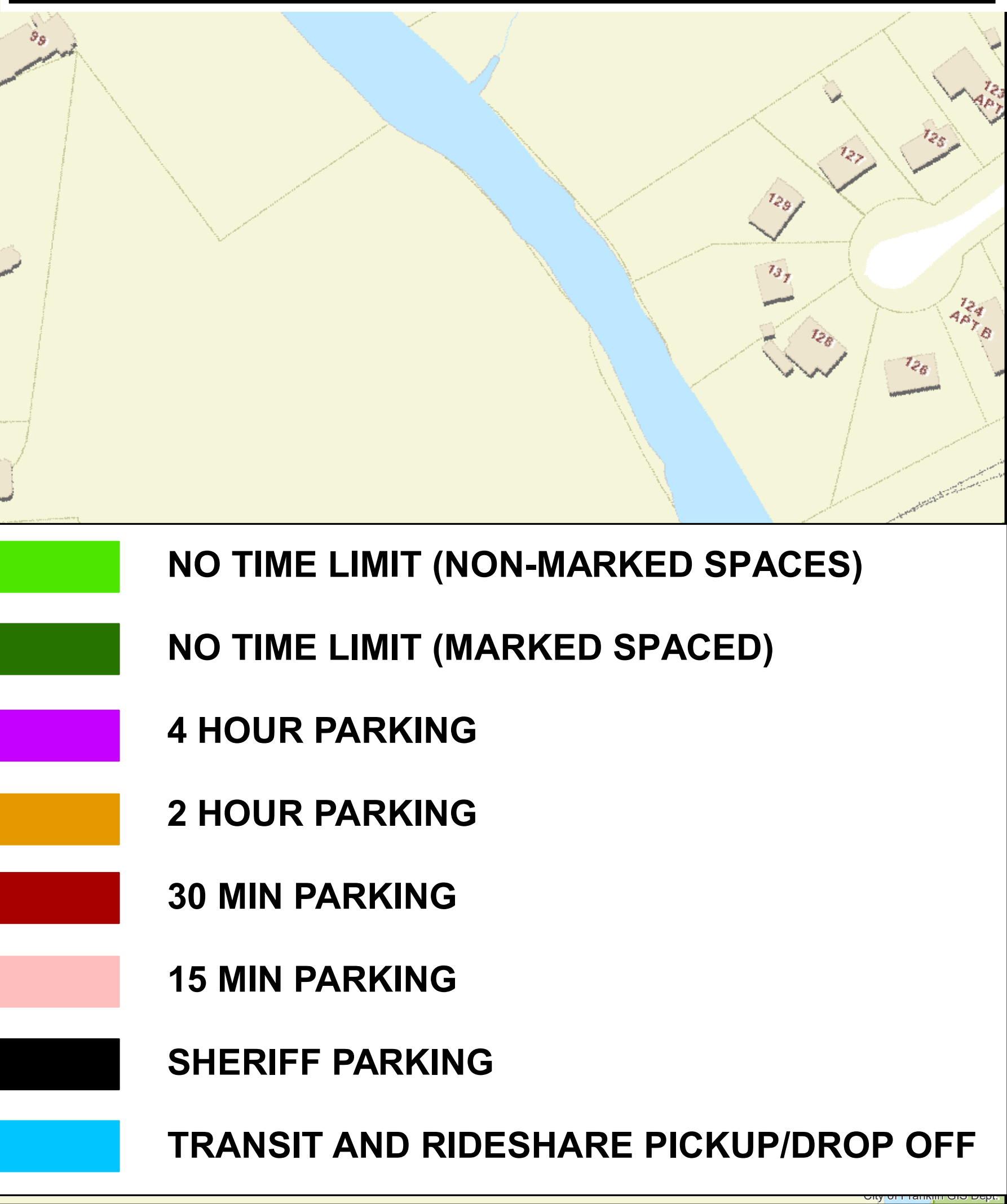
EXHIBIT A

PG 2 OF 4

OPTION A



Option A		
Count	Percentag	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motercylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
590	37.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
511	32.8%	Fee Parking (Marked Spaces)
236	15.2%	Free/Time Restricted Parking (On-Street)
0	0.0%	4 Hour Parking
235	15.1%	2 Hour Parking
0	0.0%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

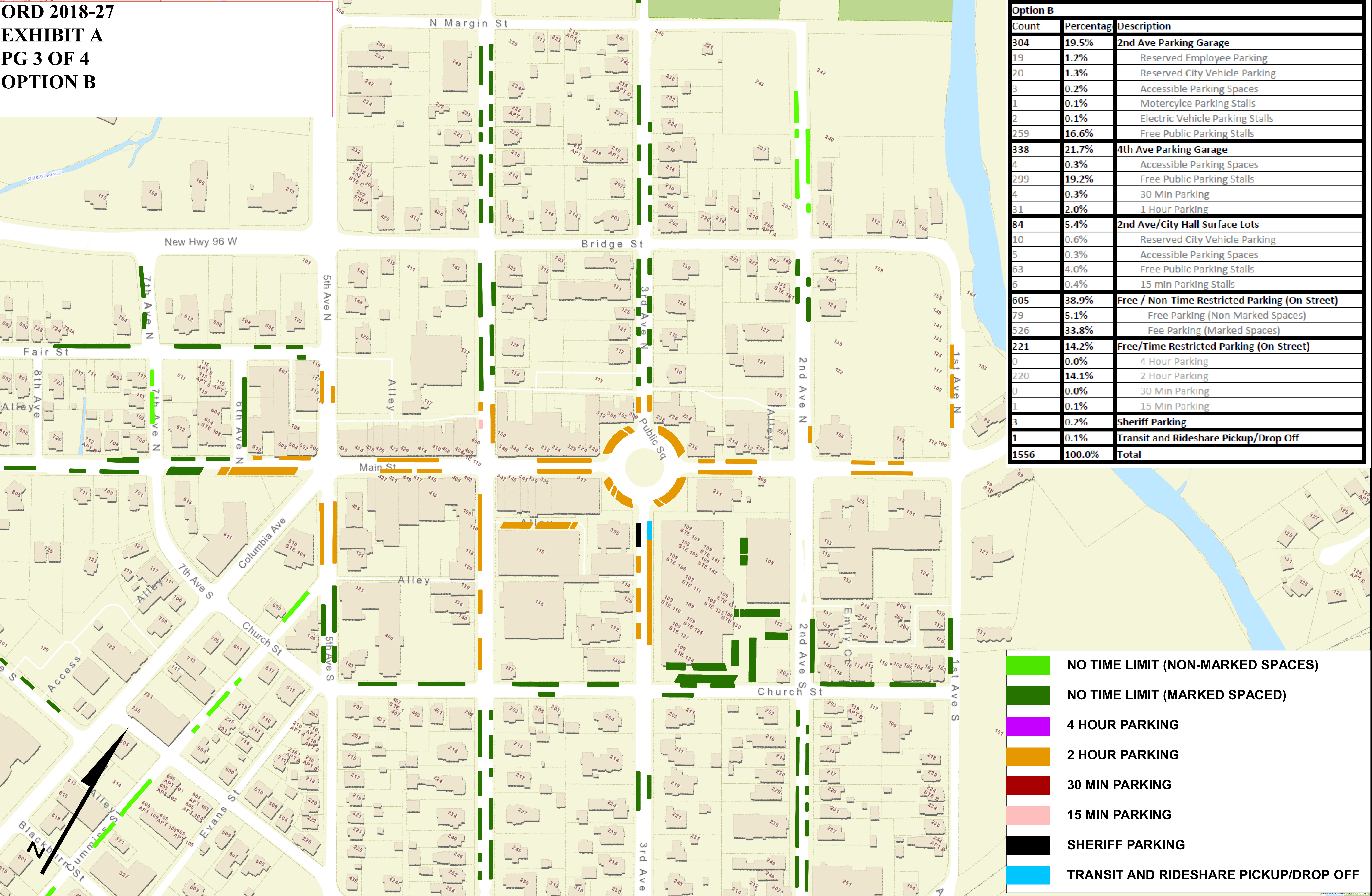


ORD 2018-27

EXHIBIT A

PG 3 OF 4

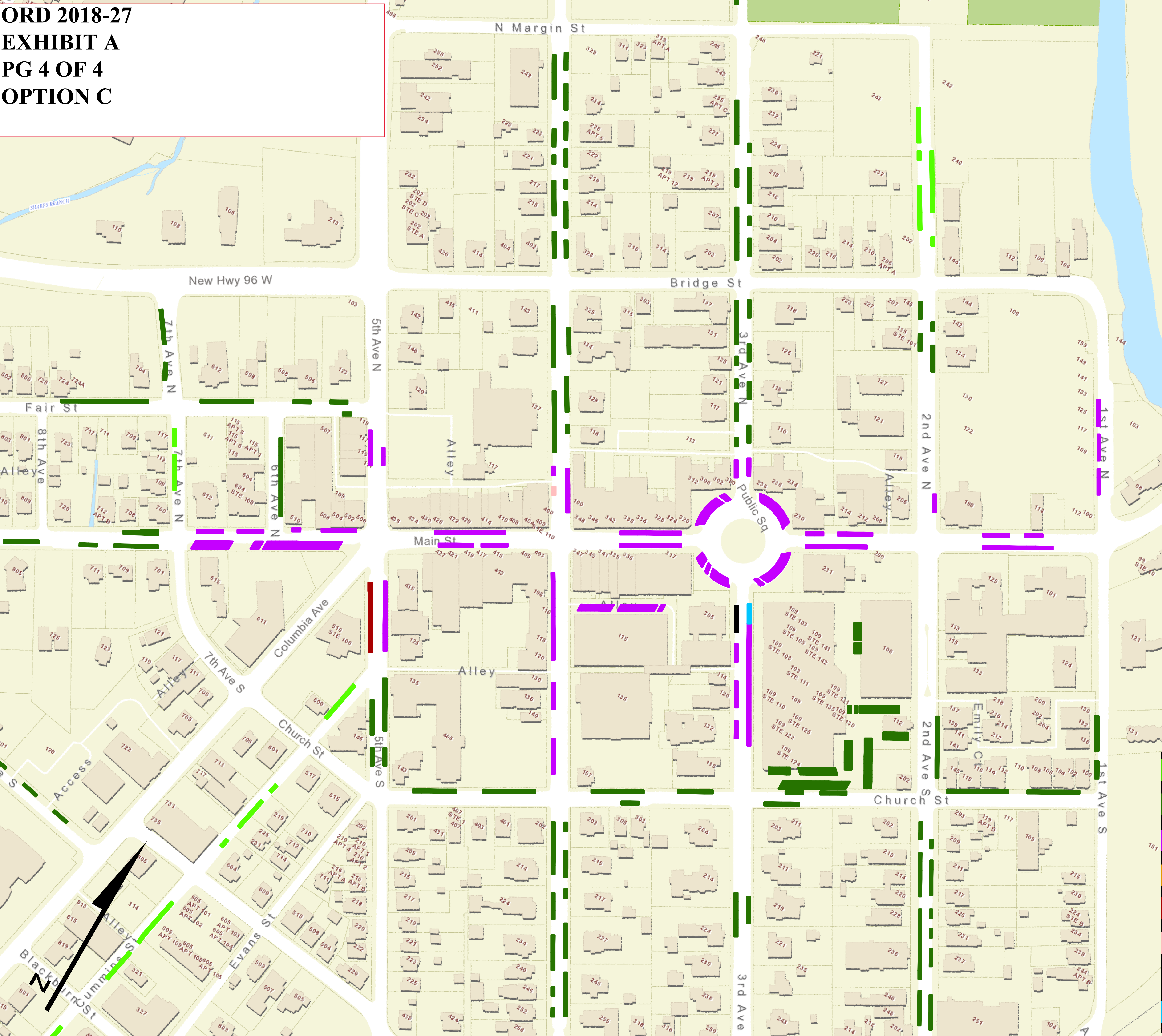
OPTION B



Option B		
Count	Percentage	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motercylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
605	38.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
526	33.8%	Fee Parking (Marked Spaces)
221	14.2%	Free/Time Restricted Parking (On-Street)
0	0.0%	4 Hour Parking
220	14.1%	2 Hour Parking
0	0.0%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

- NO TIME LIMIT (NON-MARKED SPACES)
- NO TIME LIMIT (MARKED SPACED)
- 4 HOUR PARKING
- 2 HOUR PARKING
- 30 MIN PARKING
- 15 MIN PARKING
- SHERIFF PARKING
- TRANSIT AND RIDESHARE PICKUP/DROP OFF

ORD 2018-27
EXHIBIT A
PG 4 OF 4
OPTION C



Option C		
Count	Percentag	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motercylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
590	37.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
511	32.8%	Fee Parking (Marked Spaces)
236	15.2%	Free/Time Restricted Parking (On-Street)
227	14.6%	4 Hour Parking
0	0.0%	2 Hour Parking
8	0.5%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

NO TIME LIMIT (NON-MARKED SPACES)

NO TIME LIMIT (MARKED SPACED)

4 HOUR PARKING

2 HOUR PARKING

30 MIN PARKING

15 MIN PARKING

SHERIFF PARKING

TRANSIT AND RIDESHARE PICKUP/DROP OFF

ORDINANCE 2018-27

TO BE ENTITLED: “AN ORDINANCE TO IMPLEMENT TIME RESTRICTED PARKING WITHIN THE CORE COMMERCIAL / RETAIL HISTORIC DOWNTOWN AREA.”

WHEREAS, in August of 2016 the Board of Mayor and Aldermen approved a professional services agreement with Volkert, Inc. for the Downtown Parking Capacity and Management Study; and

WHEREAS, in January of 2018 the Board of Mayor and Aldermen acknowledged receipt of the final Downtown Parking Capacity and Management Study; and

WHEREAS, one recommendation within the study was to change the parking time limit from 4 hours to 2 hours within the core commercial / retail historic downtown area to help increase parking turnover and encourage long term parking in more appropriate locations; and

WHEREAS, city staff has developed multiple options, as shown in Exhibit A, based on input received from the Board of Mayor and Aldermen, public and parking stakeholder team involved throughout the Downtown Parking Capacity and Management Study.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Board of Mayor and Aldermen have selected Option _____, as shown in Exhibit A, identifying the locations and time restrictions associated with parking within the core commercial / retail historic downtown area. The parking time restrictions shall be strictly enforced Monday-Friday between 8AM-5PM, to include all holidays.

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the City Administrator shall be authorized to work with city staff to update and install the necessary signage / pavement markings within the downtown area to ensure these regulations are signed appropriately and remain enforceable.

SECTION III: BE IT FURTHER 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 second and final reading, and shall become enforceable when the required signage and pavement markings are installed.

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

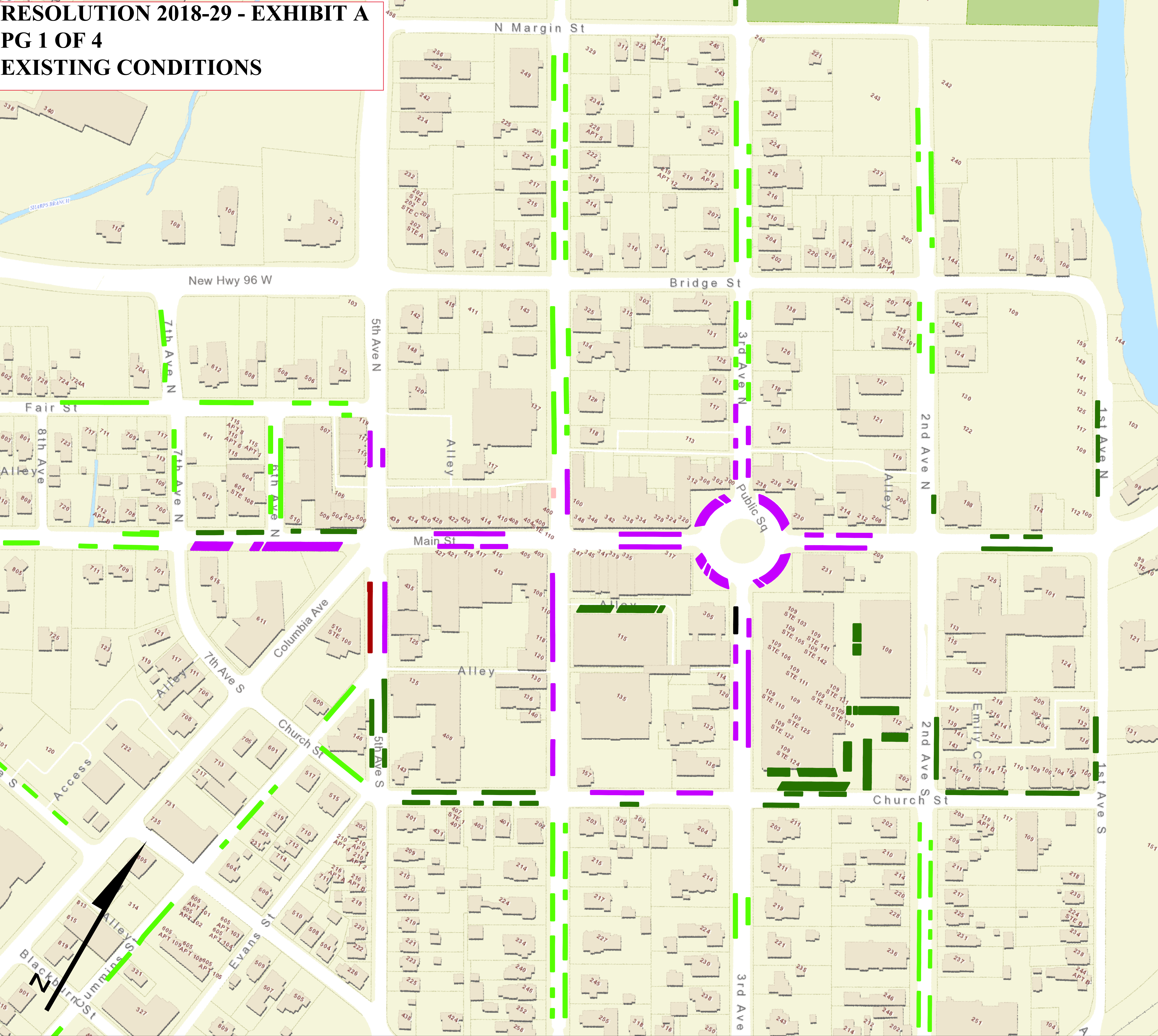
PASSED FIRST READING _____

PASSED SECOND READING _____

RESOLUTION 2018-29 - EXHIBIT A

PG 1 OF 4

EXISTING CONDITIONS



Existing Parking (2018)		
Count	Percentage	Description
304	19.4%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motorcylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.5%	Free Public Parking Stalls
338	21.6%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.1%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
640	40.9%	Free / Non-Time Restricted Parking (On-Street)
384	24.5%	Free Parking (Non Marked Spaces)
256	16.4%	Fee Parking (Marked Spaces)
196	12.5%	Free/Time Restricted Parking (On-Street)
187	11.9%	4 Hour Parking
0	0.0%	2 Hour Parking
8	0.5%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
0	0.0%	Transit and Rideshare Pickup/Drop Off
1565	100.0%	Total

NO TIME LIMIT (NON-MARKED SPACES)

NO TIME LIMIT (MARKED SPACED)

4 HOUR PARKING

2 HOUR PARKING

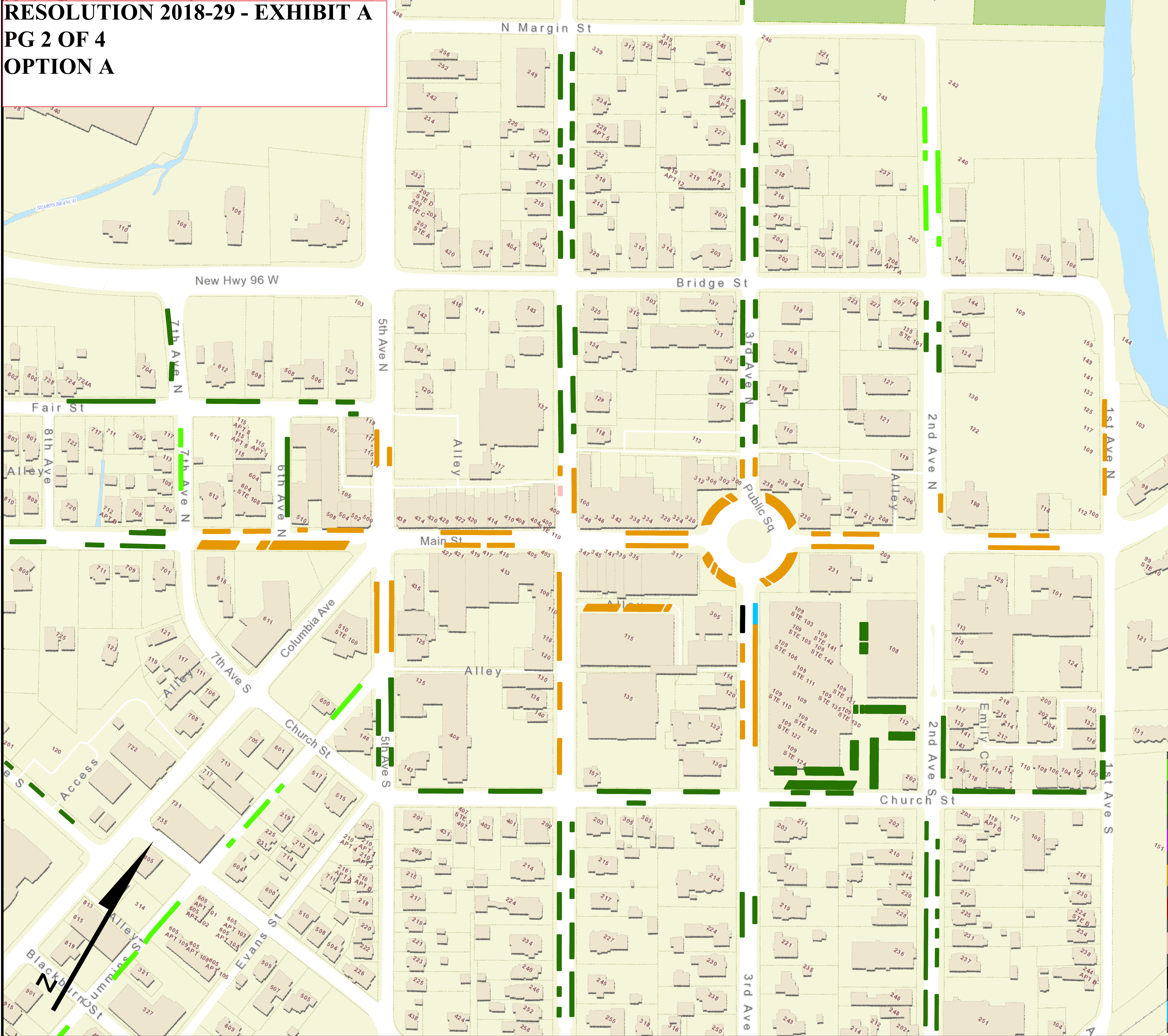
30 MIN PARKING

15 MIN PARKING

SHERIFF PARKING

TRANSIT AND RIDESHARE PICKUP/DROP OFF

RESOLUTION 2018-29 - EXHIBIT A
PG 2 OF 4
OPTION A



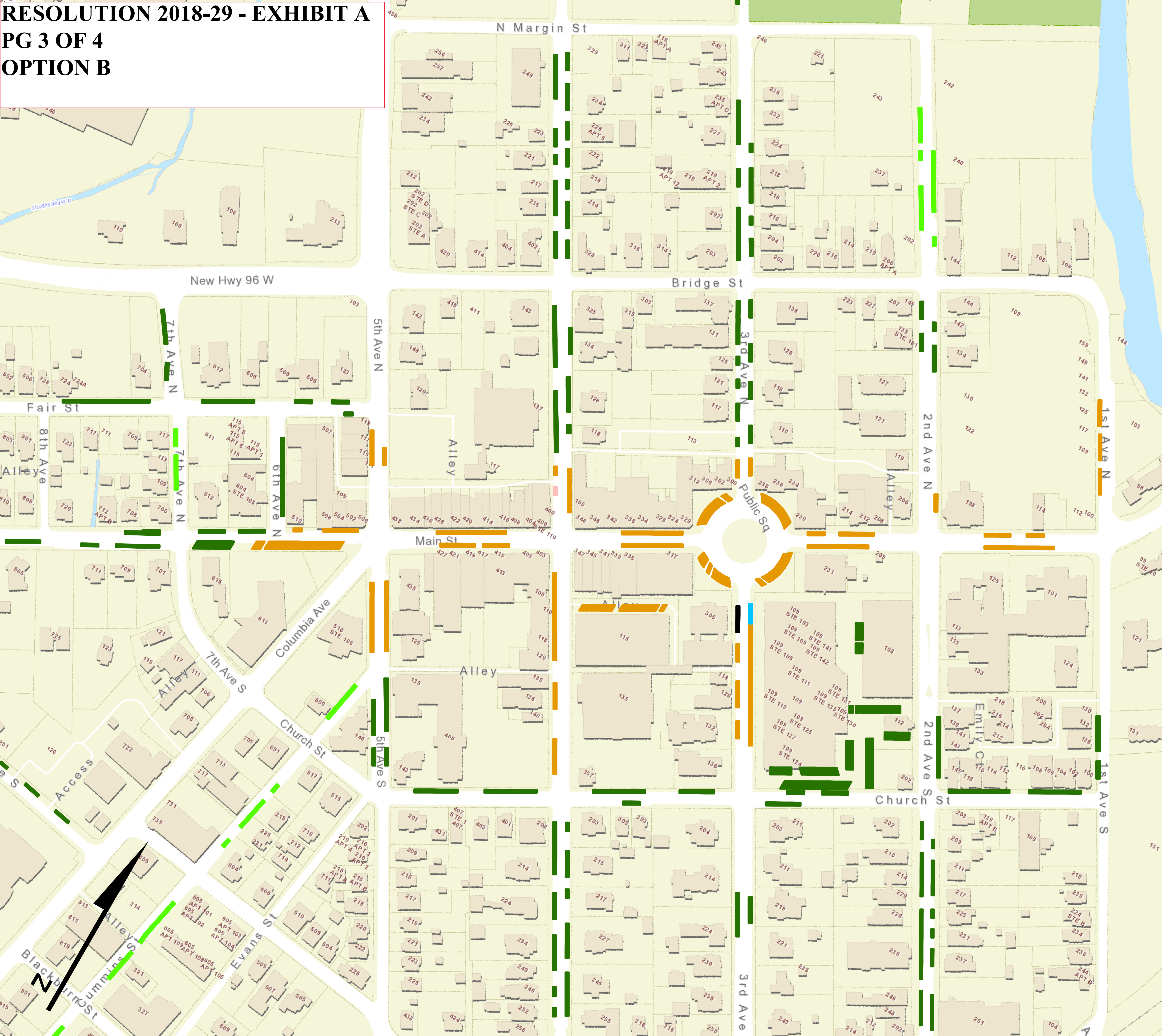
Option A		
Count	Percentag	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motercylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
590	37.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
511	32.8%	Fee Parking (Marked Spaces)
236	15.2%	Free/Time Restricted Parking (On-Street)
0	0.0%	4 Hour Parking
235	15.1%	2 Hour Parking
0	0.0%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

- NO TIME LIMIT (NON-MARKED SPACES)
- NO TIME LIMIT (MARKED SPACED)
- 4 HOUR PARKING
- 2 HOUR PARKING
- 30 MIN PARKING
- 15 MIN PARKING
- SHERIFF PARKING
- TRANSIT AND RIDESHARE PICKUP/DROP OFF

RESOLUTION 2018-29 - EXHIBIT A

PG 3 OF 4

OPTION B



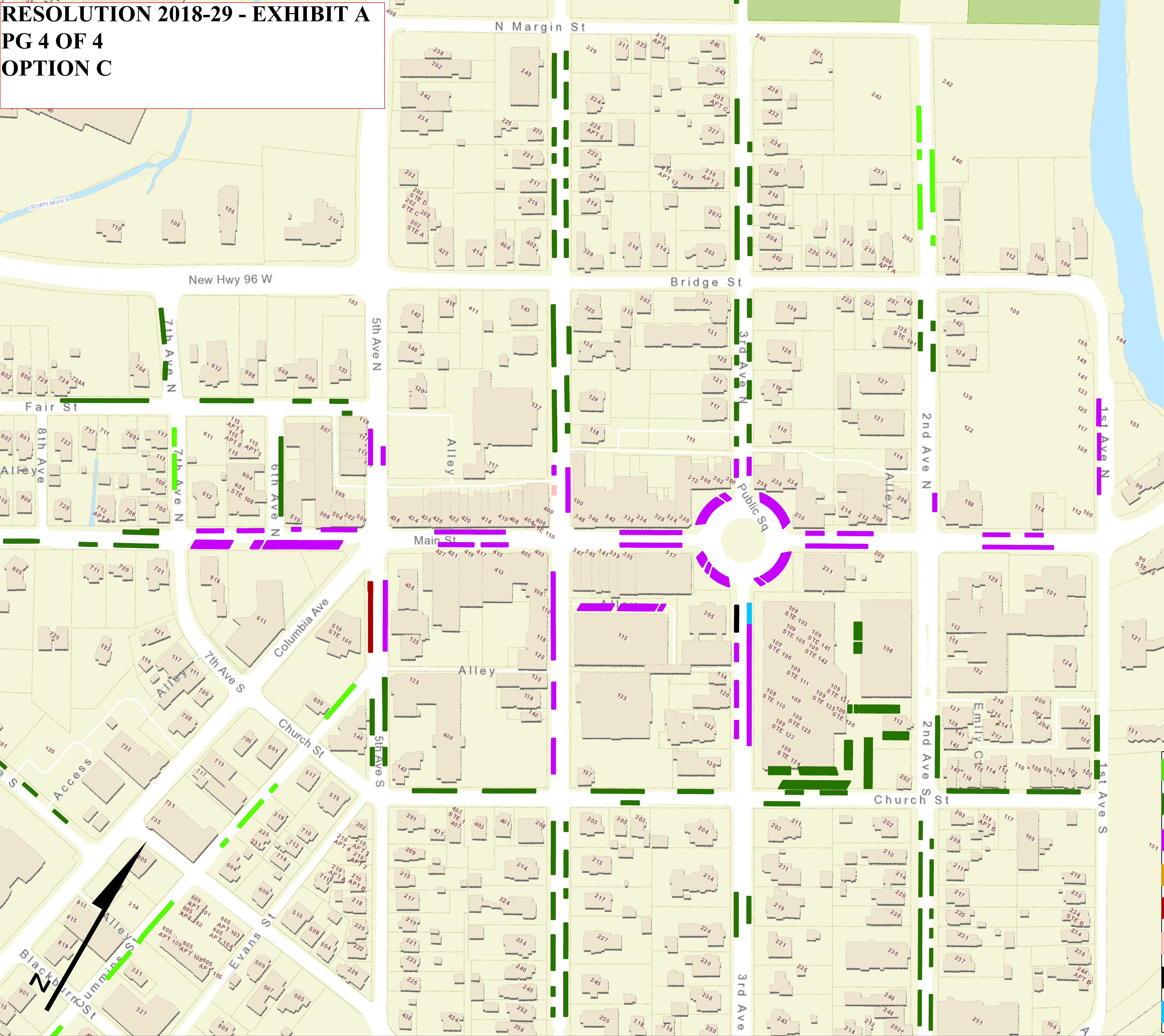
Option B		
Count	Percentage	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motorcylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
605	38.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
526	33.8%	Fee Parking (Marked Spaces)
221	14.2%	Free/Time Restricted Parking (On-Street)
0	0.0%	4 Hour Parking
220	14.1%	2 Hour Parking
0	0.0%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

- NO TIME LIMIT (NON-MARKED SPACES)
- NO TIME LIMIT (MARKED SPACED)
- 4 HOUR PARKING
- 2 HOUR PARKING
- 30 MIN PARKING
- 15 MIN PARKING
- SHERIFF PARKING
- TRANSIT AND RIDESHARE PICKUP/DROP OFF

RESOLUTION 2018-29 - EXHIBIT A

PG 4 OF 4

OPTION C



Option C		
Count	Percentag	Description
304	19.5%	2nd Ave Parking Garage
19	1.2%	Reserved Employee Parking
20	1.3%	Reserved City Vehicle Parking
3	0.2%	Accessible Parking Spaces
1	0.1%	Motercylce Parking Stalls
2	0.1%	Electric Vehicle Parking Stalls
259	16.6%	Free Public Parking Stalls
338	21.7%	4th Ave Parking Garage
4	0.3%	Accessible Parking Spaces
299	19.2%	Free Public Parking Stalls
4	0.3%	30 Min Parking
31	2.0%	1 Hour Parking
84	5.4%	2nd Ave/City Hall Surface Lots
10	0.6%	Reserved City Vehicle Parking
5	0.3%	Accessible Parking Spaces
63	4.0%	Free Public Parking Stalls
6	0.4%	15 min Parking Stalls
590	37.9%	Free / Non-Time Restricted Parking (On-Street)
79	5.1%	Free Parking (Non Marked Spaces)
511	32.8%	Fee Parking (Marked Spaces)
236	15.2%	Free/Time Restricted Parking (On-Street)
227	14.6%	4 Hour Parking
0	0.0%	2 Hour Parking
8	0.5%	30 Min Parking
1	0.1%	15 Min Parking
3	0.2%	Sheriff Parking
1	0.1%	Transit and Rideshare Pickup/Drop Off
1556	100.0%	Total

- NO TIME LIMIT (NON-MARKED SPACES)
- NO TIME LIMIT (MARKED SPACED)
- 4 HOUR PARKING
- 2 HOUR PARKING
- 30 MIN PARKING
- 15 MIN PARKING
- SHERIFF PARKING
- TRANSIT AND RIDESHARE PICKUP/DROP OFF

RESOLUTION 2018-29

**A RESOLUTION TO IMPLEMENT TIME RESTRICTED PARKING WITHIN
THE CORE COMMERCIAL / RETAIL HISTORIC DOWNTOWN AREA**

WHEREAS, in August of 2016 the Board of Mayor and Aldermen approved a professional services agreement with Volkert, Inc. for the Downtown Parking Capacity and Management Study; and

WHEREAS, in January of 2018 the Board of Mayor and Aldermen acknowledged receipt of the final Downtown Parking Capacity and Management Study; and

WHEREAS, one recommendation within the study was to change the parking time limit from 4 hours to 2 hours within the core commercial / retail historic downtown area to help increase parking turnover and encourage long term parking in more appropriate locations; and

WHEREAS, city staff has developed multiple options, as shown in Exhibit A, based on input received from the Board of Mayor and Aldermen, public and parking stakeholder team involved throughout the Downtown Parking Capacity and Management Study; and

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 _____, as shown in Exhibit A, identifying the locations and time restrictions associated with parking within the core commercial / retail historic downtown area. The parking time restrictions shall be strictly enforced Monday-Friday between 8AM-5PM, to include all holidays.

Section 2. The City Administrator shall be authorized to work with city staff to update and install the necessary signage / pavement markings within the downtown area to ensure these regulations area signed appropriately and remain enforceable.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney

RESOLUTION NO. 2018-27

A RESOLUTION TO FUND AND AUTHORIZE STAFF TO PROCEED WITH THE DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION PHASE FOR THE WEST MAIN STREET BRIDGE MODIFICATIONS PROJECT (LOCATED JUST NORTHEAST OF ROBERTS STREET).

WHEREAS, the existing bridge located on West Main Street is approximately 26' wide; and

WHEREAS, the Board of Mayor and Aldermen desire to widen this bridge, to improve the safety of the roadway, by adding a shoulder on the north side of the bridge; and

WHEREAS, the City of Franklin Engineering Department has presented the design option and cost estimate as shown in Exhibit A to the Board of Mayor and Aldermen.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that staff is directed to proceed with the design, right-of-way acquisition, and construction of the conceptual project as shown in exhibit A. Funding for the project shall be either amended into the FY 2018-2019 Engineering Stormwater Capital Budget or included in the FY 2019-2020 Engineering Stormwater Capital Budget.

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

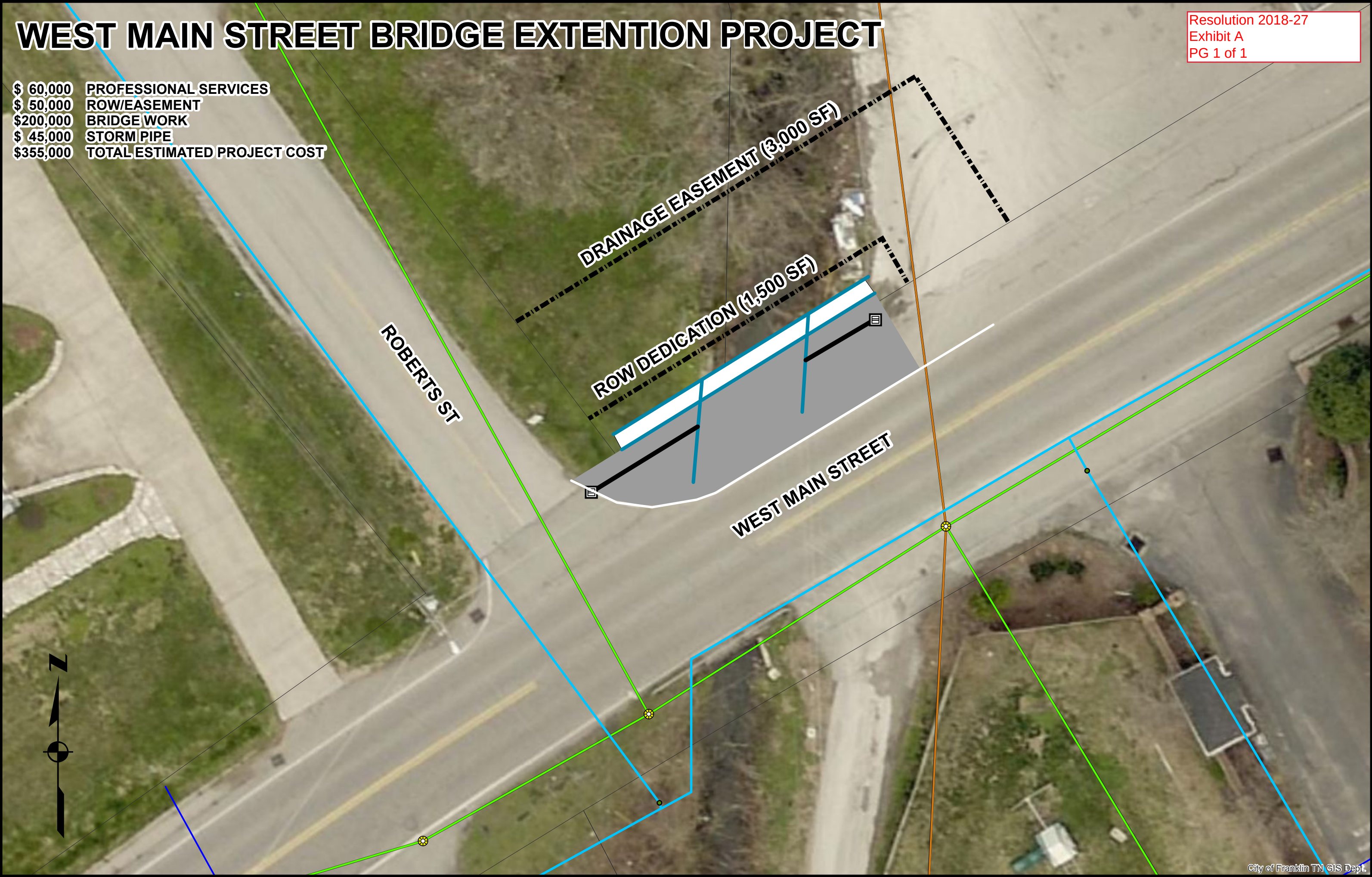
Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

WEST MAIN STREET BRIDGE EXTENTION PROJECT

Resolution 2018-27
Exhibit A
PG 1 of 1

\$ 60,000	PROFESSIONAL SERVICES
\$ 50,000	ROW/EASEMENT
\$200,000	BRIDGE WORK
\$ 45,000	STORM PIPE
\$355,000	TOTAL ESTIMATED PROJECT COST

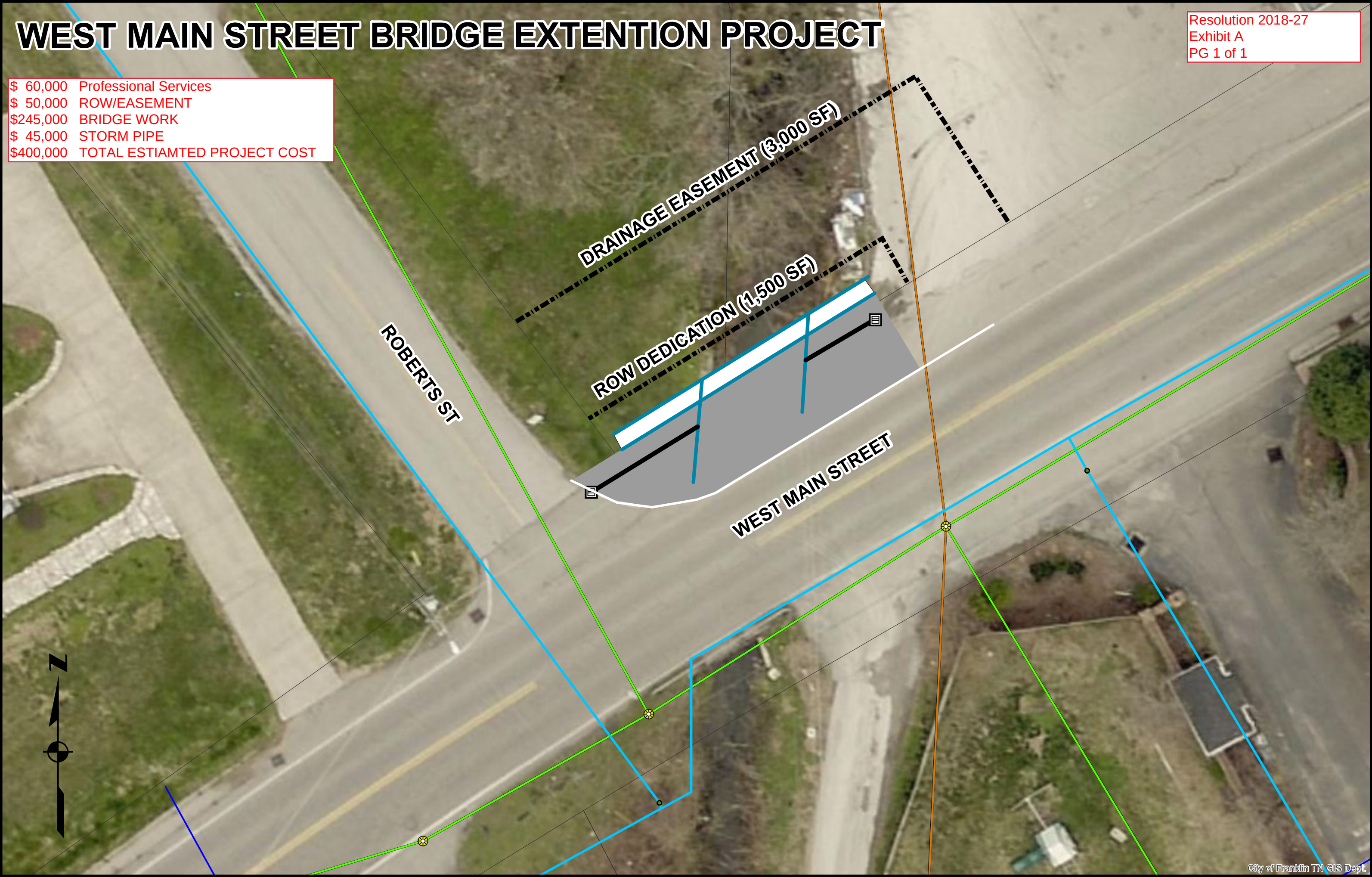


	4/10/2018		4/11/2018		4/12/2018	
	Pedestrian	Bicycle	Pedestrian	Bicycle	Pedestrian	Bicycle
12:00 AM			0	0	1	0
1:00 AM			0	2	0	0
2:00 PM			0	0	0	0
3:00 AM			0	0	0	0
4:00 AM			0	0	0	0
5:00 AM			3	0	8	3
6:00 AM			3	1	1	0
7:00 AM			3	1	5	0
8:00 AM			7	1	5	0
9:00 AM			5	1	7	0
10:00 AM			10	0	10	0
11:00 AM			6	0	13	0
12:00 PM	7	1	5	0		
1:00 PM	7	0	5	0		
2:00 PM	6	0	3	0		
3:00 PM	1	0	8	1		
4:00 PM	4	0	10	2		
5:00 PM	7	0	8	2		
6:00 PM	6	4	5	1		
7:00 PM	3	1	7	1		
8:00 PM	5	2	3	0		
9:00 PM	1	0	6	0		
10:00 PM	1	0	3	1		
11:00 PM	0	0	0	0		

WEST MAIN STREET BRIDGE EXTENTION PROJECT

Resolution 2018-27
Exhibit A
PG 1 of 1

\$ 60,000	Professional Services
\$ 50,000	ROW/EASEMENT
\$245,000	BRIDGE WORK
\$ 45,000	STORM PIPE
\$400,000	TOTAL ESTIAMTED PROJECT COST



RESOLUTION NO. 2018-27

A RESOLUTION TO FUND AND AUTHORIZE STAFF TO PROCEED WITH THE DESIGN, ROW ACQUISITION AND CONSTRUCTION PHASE FOR THE WEST MAIN STREET BRIDGE MODIFICATIONS PROJECT (LOCATED JUST NORTHEAST OF ROBERTS STREET).

WHEREAS, the existing bridge located on West Main Street is approximately 26' wide; and

WHEREAS, the Board of Mayor and Aldermen desire to widen this bridge, to improve the safety of the roadway, by adding a shoulder on the north side of the bridge; and

WHEREAS, the City of Franklin Engineering Department has presented the design option and cost estimate as shown in Exhibit A to the Board of Mayor and Aldermen.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that staff is directed to proceed with the design, right-of-way acquisition and construction of the conceptual project as shown in exhibit A. Funding for the project shall be either amended into the FY 2018-2019 Engineering Stormwater Capital Budget or included in the FY 2019-2020 Engineering Stormwater Capital Budget.

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

ATTEST:

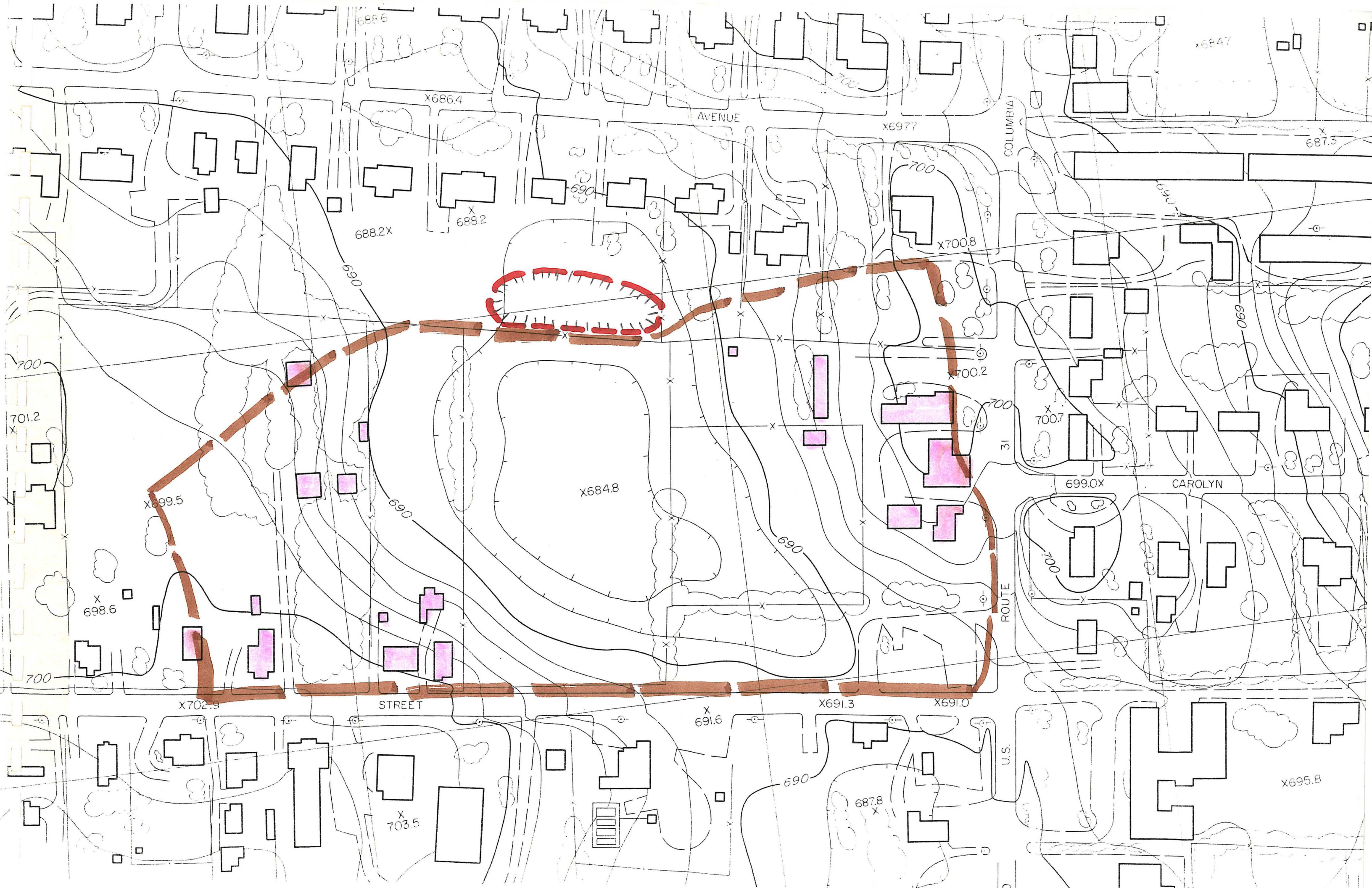
CITY OF FRANKLIN, TENNESSE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney



BATTLE AVE DRAINAGE MAP 1994



BATTLE AVE DRAINAGE MAP 2018



BATTLE AVE PROJECT 1
\$50,000 - DESIGN/SURVEY
\$50,000 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$1,600,000 - TOTAL PROJECT COST



BATTLE AVE PROJECT 2A
\$50,000 - DESIGN/SURVEY
\$1,463,280 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$3,013,280 - TOTAL PROJECT COST



BATTLE AVE PROJECT 2B
\$50,000 - DESIGN/SURVEY
\$1,250,000 - RIGHT OF WAY
\$700,000 - CONSTRUCTION
\$2,000,000 - TOTAL PROJECT COST



RESOLUTION NO. 2018-37

A RESOLUTION TO APPROVE AN ALTERNATIVE PRELIMINARY DESIGN CONCEPT FOR THE 100-BLOCK BATTLE AVENUE DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZE STAFF TO COMPLETE RIGHT-OF-WAY ACQUISITION, FINAL DESIGN, AND CONSTRUCTION

WHEREAS, on December 9th, 2014, the Board of Mayor and Aldermen of the City of Franklin Approved Resolution 2014-50, "A Resolution to Approve the Preliminary Design of the 100-Block Battle Avenue Drainage Improvements Project and Authorize Staff to Complete Right-of-Way Acquisition, Final Design and Construction"; and

WHEREAS, the original design intent included creating a City-owned and maintained regional detention pond located between 107 Battle Avenue and 101 Fairground Street, a stormwater sewer system extending from across Battle Avenue at 114 Battle Avenue to the rear of 113 and 115 Battle Avenue, re-grading the city-owned Alley located between Battle Avenue and Fairground Street, and re-grading the rearmost properties located at 109, 111, and 115 Battle Avenue; and

WHEREAS, City staff has continued to evaluate alternative solutions, as shown in Exhibit A, in the Battle Avenue area to decrease the cost and scope associated with the project.

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

Section 1. City staff is directed to continue to work on Option 1, as shown on Exhibit A. The project shall be prioritized, funded, and approved in future Engineering Stormwater Capital Budgets.

Section 2. The Board of Mayor and Aldermen have selected Option 2B, as shown on Exhibit A, as the preferred Option. Staff is directed to proceed with the necessary design, right-of-way acquisition, and construction of the project as approved and funded in the annual Engineering Stormwater Capital Budget.

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

BATTLE AVE PROJECT 1
\$50,000 - DESIGN/SURVEY
\$50,000 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$1,600,000 - TOTAL PROJECT COST

Resolution 2018-37
Exhibit A
Option 1
PG 1 of 3



BATTLE AVE PROJECT 2A
\$50,000 - DESIGN/SURVEY
\$1,463,280 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$3,013,280 - TOTAL PROJECT COST

Resolution 2018-37
Exhibit A
Option 2A
PG 2 of 3



BATTLE AVE PROJECT 2B
\$50,000 - DESIGN/SURVEY
\$1,250,000 - RIGHT OF WAY
\$700,000 - CONSTRUCTION
\$2,000,000 - TOTAL PROJECT COST

Resolution 2018-37
Exhibit A
Option 2B
PG 3 of 3





City of Franklin, Tennessee

FY 2019 Operating Budget

Stormwater Fund - Forecast 2019-2022

as of 6/12/2018

Budget Summary

The schedule below forecasts the fund balance, revenues and expenses for the Stormwater Fund (Fund 135) from FY 2019 through FY 2022. The schedule assumes nominal revenue growth, but sustained operations with no additional positions and all requested Stormwater-Engineering capital projects.

Unfortunately, revenues are not forecast to keep pace with anticipated/requested capital projects. The total revenues are barely able to keep up with annual operational costs, leaving no money after FY 2019 for additional capital projects. As of the beginning of FY 2019, approximately \$3.5 million of fund balance exists for capital projects, but nearly \$8.45 million in capital requests (\$1.1 million in Streets capital equipment renewal and \$7.35 million in Engineering projects) is requested in the near term. Should the City consider authorizing capital projects and expect the Stormwater Fund to fund them, either the current slate of proposed capital projects for FY 2019 will need to be reduced or delayed, the Stormwater Fee will need to be raised, or alternative funding sources found for the projects as shown below.

	2019 Budget	2020 Forecast	2021 Forecast	2022 Forecast	Notes
Beginning Balance	4,324,344	958,511	(1,333,250)	(3,203,282)	
Revenues	2,722,281	2,776,727	2,832,261	2,888,906	Assumes 2% growth year over year, but no rate increase
Personnel	\$ 1,668,528	\$ 1,755,021	\$ 1,841,962	\$ 1,934,060	Assumes 5% increase in overall expenses (Wages + Benefits)
Operations	\$ 913,586	\$ 938,466	\$ 960,331	\$ 979,538	Assumes 2% increase in overall expenses annually
Capital	\$ 3,506,000	\$ 2,375,000	\$ 1,900,000	\$ 650,000	
Streets Capital	\$ 331,000	\$ 250,000	\$ 250,000	\$ 250,000	Average Capital exp. for Streets - Stormwater last 3 years
Engineering Capital	\$ 3,175,000	\$ 2,125,000	\$ 1,650,000	\$ 400,000	Based on projects as listed below
Ralston Creek at Liberty Hills Stream Restoration	\$ 50,000	\$ 300,000	\$ -	\$ -	
Jordan Branch (Cool Springs E) Stream Restoration	\$ 760,000	\$ -	\$ -	\$ -	
Maplewood Stormwater Project	\$ 530,000	\$ -	\$ -	\$ -	
Carnton Ln Bridge Replacement	\$ 300,000	\$ -	\$ -	\$ -	
Carlisle HOA Culvert Project	\$ 35,000	\$ 500,000	\$ -	\$ -	
100 Block Battle Avenue Drainage Improvements	\$ 1,500,000	\$ 350,000	\$ -	\$ -	Under Consideration - BOMA - 6/12/2018
USACE - Home Raising Project	\$ -	\$ 875,000	\$ -	\$ -	Under Consideration - BOMA - 6/12/2018
Fairground Drainage Improvements	\$ -	\$ 100,000	\$ 1,500,000	\$ -	
Figures Drive Area Drainage Improvements	\$ -	\$ -	\$ 150,000	\$ 400,000	
Total	6,088,114	5,068,487	4,702,293	3,563,598	
Ending Balance	958,511	-1,333,250	-3,203,282	-3,877,973	

Source: City of Franklin, Finance Department - FY 2019 Proposed Operating & Capital Budget

COF CONTRACT No. 2014-0067

AMENDMENT A

**TO THE MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE CITY OF FRANKLIN, TENNESSEE CONCERNING BREATHALYZER TESTS**

THIS AMENDMENT is made by and between WILLIAMSON COUNTY, TENNESSEE, a county governmental entity of the State of Tennessee ("County"), and the CITY OF FRANKLIN, TENNESSEE ("Franklin"), a municipal government located at 109 Third Avenue South, Franklin, Tennessee 37064, and is made a part of the original Memorandum of Understanding ("MOU") that was executed and filed in the office of the Williamson County Mayor. In the event of any conflict in language or in purpose between this Amendment and the MOU, exhibits, or any other previously executed addenda, this Amendment shall control.

WHEREAS, the MOU provides the parties the ability to extend the MOU by written agreement for additional terms of five (5) years each contingent on the parties legislative bodies appropriating the funds each fiscal year;

WHEREAS, the parties have agreed to exercise the ability to extend the MOU for an additional five (5) year term for the same material terms contained in the MOU; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The current term of the MOU is scheduled to expire on June 30, 2018. The extended term shall begin on July 1, 2018 and terminate on June 30, 2023 unless otherwise terminated as provided for in the MOU. The extended term shall be continuous without any break in the term of the MOU. The MOU may be extended by written agreement of the parties for additional terms of five (5) years each for the same material terms dependent on the parties' legislative bodies funding the cost of the services for each fiscal year of the five (5) year term. Should either party's legislative body fail to fund the costs provided in the MOU, the MOU shall terminate on the last day of the current fiscal year in which funds were appropriated.
2. The County's Mayor and the chief administrating officer for Franklin shall be responsible for administrating the joint undertaking for their respective governments.
3. This Amendment shall not affect the remaining provisions of the MOU and all provisions not in conflict with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on this the ____ day of _____, 2018.

WILLIAMSON COUNTY, TENNESSEE:

Rogers Anderson, Williamson County Mayor

Nena Graham, Budget Director


Williamson County Attorney

CITY OF FRANKLIN:

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Approved as to form:

Franklin City Attorney, Shauna Billingsley

**MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON
COUNTY, TENNESSEE, AND THE CITY OF FRANKLIN**

SUBJECT: Memorandum of Understanding, (MOU), between WILLIAMSON COUNTY, TENNESSEE, and the CITY OF FRANKLIN, ("Franklin"), for the provision of Breathalyzer tests to Franklin employees who are involved in a vehicle accident while operating a City vehicle.

- 1. Purpose.** The parties agree that entering into this MOU is to the mutual benefit of the parties. The objective of this MOU is to provide a framework necessary to provide Breathalyzer tests to City employees that are involved in a vehicle accident while operating a City vehicle.
- 2. Separate Entity.** This MOU does not create a separate entity, nor should it be interpreted as creating a separate entity under any circumstances.
- 3. Cost to Each Party.** The parties agree that each party shall be financially responsible for its tasks in achieving the purpose of this MOU. The Sheriff's Department shall ensure that the Breathalyzer tests are provided by deputies that are certified by the Tennessee Bureau of Investigation on the use of Breathalyzers at no cost to the City. Should the City employee be charged with a DUI, then the Sheriff's Office will be reimbursed through the payment of court costs by the employee.
- 4. Responsibilities.** When a City employee is involved in a vehicle accident while operating a City vehicle, the City shall contact the Sheriff's Office to request a Breathalyzer test for the employee. The Sheriff's Office may, at the Sheriff's Office discretion, provide a certified Sheriff Deputy to administer the Breathalyzer to the City employee, if a certified deputy is available. The Sheriff's Office will provide the City with the results of the Breathalyzer upon request.
- 5. Term.** This MOU shall become effective on the date it is fully executed and shall continue until June 30, 2018. The MOU may be renewed for additional terms upon agreement of the parties.
- 6. Termination for Convenience.** Any party may withdraw from this MOU at any time and without cause upon providing the other party with a minimum of 30 days' notice. Alternatively, this MOU may be terminated at any time by agreement of the parties.
- 7. Conflict with Laws.** Nothing in this MOU is intended to conflict with current applicable laws or regulations.
- 8. Modification.** This MOU may be modified upon the mutual written consent of the parties.
- 9. Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party to this MOU contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies and financing its own activities.
- 10. Nature of Memorandum of Understanding.** The parties expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the roles and responsibilities of each party.
- 11. Force Majeure.** No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 12. Severability.** Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this MOU.
- 13. Discriminatory Practices.** No party shall subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.
- 14. Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this MOU shall be construed to limit any party's governmental immunity.
- 15. Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this MOU as well as future required approvals in a diligent manner.

16. Miscellaneous. The complete understanding between the parties is set out in this MOU, and this MOU supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this MOU are for convenience and reference and are not intended to define or limit the scope of any provisions of this MOU. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates recorded below.

Williamson County, Tennessee:

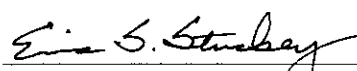
By: 

Date: 3-21-14

Approved as to form and legality:


County Attorney

City of Franklin:

By: 

Date: 3-21-14

Approved as to form and legality:

Shauna R. Billingsley
City Attorney