

**AMENDMENT NO. 1 TO EAST FRANKLIN FARMER'S MARKET AT LIBERTY  
PARK LEASE**

**COF CONTRACT NO. 2019-0129**

This Amendment No. 1 to the East Franklin Farmer's Market at Liberty Park Lease ("Agreement") is entered into by the East Franklin Farmer's Market ("lessee") by the City of Franklin, Tennessee ("City") to allow Food Trucks on Wednesdays during the term of the lease.

**RECITALS**

**WHEREAS**, the East Franklin Farmer's Market has requested permission for a Mobile Food Vendor to participate in the Wednesday Markets from 2:00 PM – 6:00 PM inside Liberty Park. This amendment will allow for one (1) Mobile Food Vendor to be present during the market, for the term of the lease, for the purpose of performing cooking demonstrations as well as selling prepared food.

NOW, THEREFORE, in joint and mutual exercise of their powers, the parties agree as follows:

Section I. Paragraph five (5) of the Agreement shall be deleted in its entirety and replaced with the following:

5. **Vendors.** Lessee shall be responsible and shall allow for a maximum of eight (8) local farmers who provide seasonal, local agricultural products, which may include meats, eggs, produce, and jarred food produced from their farms. Items sold will be strictly limited to foods grown or produced on area farms, and may not include non-agricultural items such as, but not limited to, store bought food for resale, trinkets, t- shirts, crafts, or art. Lessee is permitted to have one (1) Food Truck Vendor onsite during the market's operation, from 2:00-6:00 PM, to perform cooking demonstrations and sell prepared food. The Food Truck Vendor is permitted at the markets for the duration of the lease, from May 1, 2019 – December 31, 2019. Any Food Truck Vendor who operates within the City's jurisdiction must comply with the City's Mobile Food Vendor Ordinance (Ordinance 2019-14, Franklin Municipal Code §9-11, and hereinafter "Ordinance"), which has been attached as Exhibit B.

Section II. All other provisions of the Agreement dated May 9, 2019, are unchanged and remain in full force and effect.

(Signatures on page 2)

CITY OF FRANKLIN, TENNESSEE

JAMES GARDNER, d/b/a  
GARDNER FAMILY FARMS –  
EAST FRANKLIN FARMER'S  
MARKET AT LIBERTY PARK

By: Eric S. Stuckey  
Eric S. Stuckey, City Administrator

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form: .  
Shauna R. Billingsley  
Shauna R. Billingsley, City Attorney

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**EAST FRANKLIN FARMER'S MARKET  
AT LIBERTY PARK LEASE  
AGREEMENT**

This Lease Agreement ("Agreement") is made this 9 day of May, 2019 by and between the City of Franklin, Tennessee ("City") and James Gardner, d/b/a East Franklin Farmer's Market at Liberty Park ("Lessee").

**RECITALS**

**WHEREAS**, the City owns, operates and maintains certain facilities for athletic and passive parks and other public uses, which facilities are generally known as Liberty Park, 2098 Turning Wheel Road, Franklin, Tennessee located within the City's corporate limits; and

**WHEREAS**, the City desires to make available to Lessee, and Lessee desires to operate a Wednesday Farmer's Market (Farmers' Market) located within the phase II parking area at Liberty Park.

**NOW, THEREFORE**, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, and for the good and valuable consideration, the parties hereto agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City a designated parking space(s) within the phase II parking area of Liberty Park located in Liberty Park ("Premises") as shown on the attached Exhibit A.
2. **Lease Term.** The term of the lease shall commence May 1, 2019 ("Initial Period") and shall expire on December 31, 2019. Lessee may occupy Premises only on Wednesdays between the hours of 2:00 p.m. and 6:00 p.m., or at other times as may be approved in writing by the City Parks Director.
3. **Use of Premises.** Lessee shall have the right to occupy and use the premises for the purposes of a Farmers' Market for the length of the lease term. Lessee shall use and occupy the premises in a safe and careful manner and in compliance with all applicable municipal, state and federal laws, rules and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of the Agreement. Lessee shall not do any act or suffer any act during the term of the Agreement, which will in any way deface, alter or injure any part of the Premises, except for normal wear and tear.
4. **Equipment.** Lessee shall supply and maintain all its own equipment, including but not limited to small shade tents no larger than 10' x 10' (if needed), tables on which to display food products and trailers attached to vehicles owned by the lessee. There shall be no installation of any equipment without the written consent by the City Parks Department in conjunction with the City of Building and Neighborhood Services Department. Lessee shall be responsible for cleanliness and overall appearance of the parking space(s). Lessee shall have the right to engage janitorial services at Lessee's sole expense, but only with the City's permission and approval. The City reserves the right to require proof of insurance of any janitorial service engaged by Lessee.
5. **Vendors.** Lessee shall be responsible and shall allow for a maximum of eight (8) local farmers who provide seasonal, local agricultural products, which may include meats, eggs, produce, and jarred food produced from their farms. Items sold will be strictly limited to foods grown or produced on area farms, and may not include non-agricultural items such as, but not limited to, store bought food for resale, trinkets, t-shirts, crafts, or art. Food Truck vendors shall not be permitted to operate at the Farmer's Market.
6. **Refrigeration / Electrical.** Lessee shall be responsible for providing electricity through low volume generators to provide any refrigeration necessary for participants of Farmers' Market.

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7. **Utilities.** The City will not supply gas, electric, water, or sewer throughout the term of the Lease. The City shall provide a dumpster or other trash receptacle near Premises for Lessee's use and will provide weekly trash pickup for this container.

8. **Property Maintenance.** The City shall provide all property maintenance required on the Premises to keep the property essentially in the same condition as when Lessee takes possession of the Premises. Should Lessee require additional maintenance, Lessee shall request the maintenance in writing to the City. Lessee will not erect any permanent structures nor make any changes to the Premises or any surrounding areas, including landscape, grounds, parking lot or equipment. Lessee is responsible at the end of each closing of the market to ensure that the grounds and parking lot are left free of all debris. The City of Franklin Parks Department agrees to maintain the area, making sure the grass is mowed and maintained at a reasonable height level in order to accommodate the Farmer's Market set up for each Saturday. No vehicles will be permitted to drive onto any of the grassy areas if the grounds are soft or soggy from past or current rains, thus preventing any damage to the park grounds.

9. **Signage.** Lessee shall have the right to erect a temporary sign(s) in the landscaped areas and park entrances so long as the sign conforms to the City of Franklin Municipal Code. Temporary signage may be erected on the premises at the direction of the Lessee for two (2) hours prior to the start time of the Farmer's Market and shall be removed within one (1) hour after the market closes each Saturday (or other day as approved by the City Parks Director). No temporary signage may be left on the premises.

10. **Assignment.** The Lessee shall not assign, sublet, or any way part with the possession of the Premises without first obtaining the written consent of the City.

11. **Rent.** Lessee agrees to pay and shall be required to pay to the City during this Agreement rent in the amount of twenty-five dollars (\$25.00) per year, to be paid on July 1, 2019. Rent shall be payable to the City of Franklin, and mailed to the City of Franklin Parks Department, Attention Lisa Clayton, Parks Director at P.O. Box 305, Franklin, Tennessee 37065 or at such other place as the City may from time to time designate in writing.

12. **Indemnification.** Lessee shall exercise the rights, privileges, and permission granted herein at Lessee's own risk. Lessee shall not claim any damages from the City for any injuries or damages, including death, about or because of the exercise of such rights, privileges or permission, excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Lessee shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected the failure of Lessee to comply with any of the provisions specified herein. The City shall not be liable to Lessee should Lessee's use of the property be hindered or disturbed. The City will not be liable to Lessee for any reason not specifically stated herein.

13. **Alterations.** Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Premises which would have an adverse effect on either the nature of the Premises or the function or value of the Premises, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Premises. Any alterations, additions or improvements to the Premises which may not be readily removed without damage to the Premises, and any substitutions or replacements, shall be considered to constitute a part of the Premises and shall be approved by the City in writing prior to commencement of any work on the Premises.

14. **Liens and Encumbrances.** Lessee shall keep the Premises free and clear of all liens and encumbrances except those created or permitted under this Agreement.

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15. **Accident Report Form.** Lessee shall submit within a twenty-four (24) hour period of any accident a report detailing such to the City of Franklin Parks Department.

16. **Repair of Damage.** The City is responsible for construction and repair of general wear and tear of the Premises. Lessee agrees to notify the City of any damages to the Premises that occur during the term of this Agreement. Before taking possession of the Premises, Lessee shall notify the City in writing of any previously existing damage. Lessee shall remain responsible for all damage apart from normal wear and tear occurring during the term of the lease.

17. **Insurance.** Lessee during the term of this Agreement shall procure and maintain at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection of the Premises. Lessee shall maintain minimum insurance as may be in effect at time of performance, currently as follows:

17.1 General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

17.2 Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

17.3 Worker's Compensation Insurance Coverage A in accordance with statutory requirements and Cover B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

18. **No Agency/Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in any manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

19. **Terminations/Notices.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) day's written notice. Any notice provided pursuant to the Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

**In the case of the City:**

City of Franklin Parks Department  
Attn: Lisa Clayton, Director  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
Phone: 615/794-2103  
E-mail: Lisac@franklintn.gov

**In the case of Lessee:**

East Franklin Farmer's Market  
James Gardner  
2680 Old Columbia Highway  
Lewisburg, TN 37091  
615/879-0679  
\_\_\_\_\_  
\_\_\_\_\_

20. **Events of Default.** The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:  
Lessee's failure to make during the Agreement any lease payment as described in Paragraph 11 above (or any other payment) as it becomes due in accordance with the terms

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of this Agreement, and the failure continues for fifteen (15) days after the due date;

or

Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Agreement, and the failure is not cured or steps satisfactory to the City taken to cure the failure, within fifteen (15) days after written notice of the failure to Lessee by the City;

or

The discovery by the City that any material statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect;

or

The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee;

or Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

**21. Remedies.** Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the City may, at its option, exercise any one or more of the following remedies as to the Premises:

(a) By written notice to Lessee, declare an amount equal to all amounts then due under the terms of the Agreement and all remaining lease payments due thereon, whereupon that amount shall become immediately due and payable;

(b) Within fifteen (15) days after written demand or notice to Lessee, enter and take immediate possession of the Premises wherever situated, without any court order or process of law and without liability for entering the premises;

(c) Lease or sublease the Premises for the account of Lessee, holding Lessee liable for all lease payments and other payments due to the effective date of such leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such lease or sublease and the amounts payable by Lessee; and

(d) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State of Tennessee or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to the Premises.

Lessee will remain liable for all covenants and obligations under this Agreement, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the City with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or in any Agreement, Lessee shall within ten (10) calendar days after notice from the City, at its own cost and expense: (a) remove all contents of the Premises and, if deinstallation, disassembly or crating is required, cause the equipment to be deinstalled, disassembled and crated. If Lessee refuses to leave the Premises in the manner designated, the City may

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enter upon the Premises and take possession of the Premises and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking. If Lessee makes modifications to the Premises after buildout and such modifications impede the taking of possession of the Premises, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. All of Lessee's right, title and interest in the Premises, the possession of which is taken by the City upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment), shall pass to the City, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

**22. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to the City shall survive the termination of this Agreement.

**23. Headings.** All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**24. Governing Law and Venue.** The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

**25. Damage by Casualty.** In case the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the Premises cannot be rebuilt or restored by the Lessor within One Hundred Twenty (120) days thereafter, then this Lease Agreement shall terminate; but if the Premises can be rebuilt or restored within One Hundred Twenty (120) days the Lessor will at his own expense and with due diligence so rebuild or restore the Premises, and rent shall abate under this Agreement until the Premises shall have been so rebuilt or restored.

**26. Holding Over.** Should Lessee hold over the term hereby created with the consent of Lessor, Lessee shall become a Lessee from month to month at the monthly rental rate then payable hereunder and otherwise upon the covenants and conditions in this Lease contained and shall continue to be such Lessee until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

**27. Severability.** In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**28. Entire Agreement.** This Lease Agreement and its attachments contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

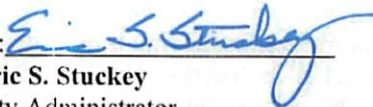




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IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers as of the date set forth above.

**CITY OF FRANKLIN, TENNESSEE**

**JAMES GARDNER, d/b/a  
GARDNER FAMILY FARMS –  
EAST FRANKLIN FARMER'S  
MARKET AT LIBERTY PARK**

By:   
**Eric S. Stuckey**  
City Administrator

By:   
Title: 

Approved as to form:

  
**Tiffani M. Pope, Staff Attorney**



Exhibit A

Liberty Park

2097 Turning Wheel Road

East Franklin Farmer's Market





Liberty Park  
2097 Turning Wheel Road  
East Franklin Farmer's Market





**Liberty Park**  
**2097 Turning Wheel Road**  
**East Franklin Farmer's Market**



**ORDINANCE 2019-14  
As Amended**

**AN ORDINANCE TO CREATE TITLE 9, CHAPTER 11 OF THE FRANKLIN MUNICIPAL CODE ESTABLISHING REGULATIONS FOR OPERATING A MOBILE FOOD VENDING BUSINESS WITHIN THE CITY OF FRANKLIN, TENNESSEE.**

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

**WHEREAS**, the City had allowed mobile food vendors to operate as itinerant merchants in accordance with the requirements set forth in Title 9, Chapter 4 of the City of Franklin Municipal Code entitled Peddlers and Solicitors which did not sufficiently regulate this growing and popular industry; and

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

**WHEREAS**, City staff has researched a variety of mobile food vending ordinances and facilitated discussion with City leaders, residents, stakeholders, business owners including mobile food vendors to ensure a mobile food vending ordinance fulfills the community's expectations; and

**WHEREAS**, City staff has concluded mobile food vendors, when carefully incorporated into the fabric of a community, increases the vitality of public and private spaces, increases the number of local culinary options, offers an alternative for dining that otherwise require driving, and fosters opportunities for local entrepreneurship; and

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee, through Resolutions 2018-61 and 2018-100 have authorized mobile food vendors to operate temporarily on private property—provided mobile food vendors obtain written permission from the private property owner or their agent where they operate and comply with all State regulation governing the operation of Mobile Food Vehicles—through June 30, 2019, or until the BOMA have adopted and mobile food ordinance, whichever occurs first.

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

**SECTION I:** That Chapter 11 of the Code of Ordinances of the City of Franklin, Tennessee, is hereby amended by adding a new Article 9 to be entitled, Mobile Food Vending to read as follows:

**ARTICLE 9, CHAPTER 11 - MOBILE FOOD VENDING**

- Sec. 9-1101. Purpose
- Sec. 9-1102. Definitions
- Sec. 9-1103. Mobile Food Vehicles
- Sec. 9-1104. Permitting Requirements
- Sec. 9-1105. Operational Requirements
- Sec. 9-1106. Mobile Food Vending in City of Franklin Public Parks
- Sec. 9-1107. Compliance with Health Regulations
- Sec. 9-1108. Compliance with Fire and Public Safety Regulations
- Sec. 9-1109. Insurance
- Sec. 9-1110. Mechanism for Complaints – Permit Revocation
- Sec. 9-1111. Appeals

**Sec. 9-1101. Purpose**

It is the purpose of this Chapter to protect the public health, safety and general welfare of individuals and the community at large, to establish uniform regulations for the operation of Mobile Food Vehicles, and to enhance street level economic opportunities within the City.

**Sec. 9-1102. Definitions**

For the purpose of this Chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connote mandatory and not discretionary; the word "may" be permissive. The following definitions shall apply in the interpretation of this chapter, whether capitalized or not, and in any regulations promulgated hereunder, unless specifically stated otherwise.

1. **Canteen Truck** means any vehicle that operates to provide food service to workers at locations where food is otherwise unavailable, from which vendors sell food that requires no on-site preparation or assembly, other than the heating of pre-cooked foods. Canteen Vehicles shall not require a Mobile Food Vending Permit.
2. **Catering** means the provision of food and drink at a private event or other gathering where no sales of food to the public occurs.
3. **Commissary** means a fixed, non-mobile establishment or any other place used for the storage of supplies, the preparation of food to be sold or served at or by a Mobile Food Vendor, or the cleaning and servicing of the Mobile Food Vehicle.
4. **Ice Cream Truck** means any operable vehicle from which an operator sells only pre-packaged frozen products, soft serve, or hand-dipped frozen products. Ice cream trucks shall not require a Mobile Food Vending Permit.
5. **Location-Specific Mobile Food Permit** means a permit that has been approved and issued by the City of Franklin to the owner of a private property for the purpose of allowing a single (one) Mobile Food Vehicle to be staged, on-site overnight regardless of duration. Private properties that have a valid Location-Specific Mobile Food Permit may have multiple Mobile Food Vehicles "In Operation" as defined during the day, but only one Mobile Food Vehicle is allowed to be staged or parked on-site overnight when not "in-operation."
6. **Mobile Food Owner or Vendor** means any person or entity selling food or drinks from a mobile vehicle, including, but not limited to a food truck, trailer, pushcart or ice cream truck.
7. **Mobile Food Vehicle** means an enclosed unit, truck, or trailer that is roadworthy, has a valid motor vehicle title and registration, and has a license that is properly displayed and from which food is prepared, cooked, assembled, or stored with the intent to sell such food to the public. This definition does not include pushcarts.
8. **Mobile Food Vehicle – "In Operation"** means a Mobile Food Vehicle that when arriving to an approved private property or site is either preparing to open for business, open for business, or in the process of preparing to leave a site, and shall return to an approved, state-inspected commissary or other City of Franklin permitted location.

9. **Mobile Food Vending Permit** means any permit granted by the City of Franklin for the operation of a mobile food vehicle or pushcart. Canteen Vehicles and Ice Cream Vehicles shall not require a Mobile Food Vending Permit.
10. **Private Property** means real property owned by an individual or individuals having exclusive rights to it and which is not owned by a public entity.
11. **Public Property** means real property owned by the City of Franklin or Williamson County, including public and private right-of-way/streets designed for motor vehicles.
12. **Pushcart** means any wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Tennessee Department of Transportation, and from which food is prepared, cooked, assembled or stored, with the intent to sell such food to the public. A Mobile Food Vending Permit is required, and pushcarts shall not operate within the street right-of-way where licensed motor vehicles operate.
13. **Right-of-Way** means an area owned or maintained by the city, county, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.
14. **Sidewalk Clear Zone** means any portion of the right of way that is intended for pedestrian traffic along the sidewalk or a multiuse path. The minimum width and location of the clear zone shall be determined by the paved area of any sidewalk within the right of way, however, in all instances it must be a minimum of 48' in width, and compliant with the Americans with Disabilities Act for public sidewalk accessibility.
15. **Special Event** (as defined in the City of Franklin Municipal Code) means any public gathering such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, exhibits, trade shows or any similar occurrence to be conducted on public or private property within the City of Franklin, Tennessee. Special events occurring entirely within structures that have been approved by the city for occupancy by 500 or more people shall be exempt from the requirements of this Chapter 5 of the Code of Ordinances.
16. **Special Event Permit** means any permit approved by the City of Franklin authorizing the holding of a Special Event as defined here within.
17. **Unimproved Property** means any property that (does not have ingress and egress through a driveway of an approved material and, does not contain a building that may be occupied pursuant to applicable building codes.

#### **Sec. 9-1103 Mobile Food Vending – When Allowed**

- (1) It shall be a violation to engage in mobile food vending in the City of Franklin, whether on public or private property, unless authorized by the City of Franklin through:
  - (a) the issuance of a Mobile Food Vending Permit; and
  - (b) having obtained all necessary business licenses and any applicable permits, licenses or certifications from the State of Tennessee, Williamson County which includes the Williamson County Health Department; and

- (c) the operation of a mobile food vehicle on private property within Office, Commercial, Industrial, Mixed-Use and Civic and Institutional zoning districts as described in the City of Franklin Zoning Ordinance with written permission from the property owner.
- (d) operation as part of a private events/parties hosted by a Homeowner's Association or similar neighborhood group within a residential neighborhood or subdivision or, as part of a private party at a single residence.
- (e) food prepared, served or sold from a mobile food vehicle or pushcart as designed for mobile food vending.

**Sec. 9-1103 Mobile Food Vending – When Allowed**

- (1) It shall be a violation to engage in mobile food vending in the City of Franklin, whether on public or private property, unless authorized by the City of Franklin through:
  - (a) the issuance of a Mobile Food Vending Permit; and
  - (b) having obtained all necessary business licenses and any applicable permits, licenses or certifications from the State of Tennessee, Williamson County which includes the Williamson County Health Department; and
  - (c) the operation of a mobile food vehicle on private property within Office, Commercial, Industrial, Mixed-Use and Civic and Institutional zoning districts as described in the City of Franklin Zoning Ordinance with written permission from the property owner or their agent.  
Mobile Food Vendors may also operate as part of a private events/parties hosted by a Homeowner's Association or similar neighborhood group within a residential neighborhood or subdivision or, as part of a private party at a single residence.
  - (d) the delivery of food shall be from a mobile food vehicle or pushcart as designed for mobile food vending.

**Sec. 9-1104 Permitting Requirements**

- (1) **Mobile Food Vending Permit.** Prior to operating a Mobile Food Vehicle or a pushcart as defined in this article, operators shall obtain a Mobile Food Vending Permit from the City of Franklin. A Mobile Food Vending Permit shall only be granted after a Mobile Food Vending Permit Application has been approved by the City of Franklin Zoning Administrator, or their designee. The permitting process shall be required for each individual Mobile Food Vehicle that is to operate within the City of Franklin. Mobile Food Vending Permits are non-transferrable.
  - (a) No Mobile Food Vending Permit shall be required when vending is limited to a single mobile food vehicle on private property operating solely for private catering purposes and when the following provisions are met:
    - i. The mobile food truck is parked entirely on private property.
    - ii. Service is limited to the guests of the catered event only.
    - iii. No payment transactions shall occur for individual orders taken by the mobile food truck operator.
  - (b) Mobile Food Vehicles operating solely within a City of Franklin-permitted Special Event are exempt from the Mobile Food Vehicle permitting process, providing no additional sales are planned outside of the regularly-scheduled, permitted Special Event.



- (2) The vendor shall submit a Mobile Food Vending Permit application as approved in form by the City Attorney. Applicants for a Mobile Food Vending Permit under this Chapter must file with the Building and Neighborhood Services Department a written application containing the following:
- (a) Name of applicant/vendor.
  - (b) A valid government issued ID, for the business owner or the owner of the mobile food vehicle
  - (c) Complete permanent home address and business address of the applicant.
  - (d) A brief description of the nature of the business and the goods to be sold.
  - (e) As applicable, the location and length of time for which the Mobile Food Vehicle will be staged on a privately-owned property that has a valid Location-Specific Mobile Food Permit.
  - (f) The vehicle registration number, make, model and description for any vehicle to be used including dimensions and color photographs (front, both sides, rear) of the mobile food unit or vehicle.
  - (g) Other cities or towns, if any, where within the past twelve (12) months the applicant conducted business immediately preceding the date of application.
- (3) Location-Specific Mobile Food Permit Applications
- (a) Site plan
    - A site plan for the proposed location shall be submitted to the City of Franklin Building and Neighborhood Services Department by the property owner or their agent. The site plan shall show the location of the Mobile Food Vehicle, its relationship to other structures, proposed parking to serve the location, and any other pertinent details.
  - (b) Inspection and permit from the Fire Marshal
    - Mobile Food Vehicles shall be subject to an inspection by the City of Franklin Fire Marshal or their designee.
  - (c) Clearance to structures
    - There shall be a clearance of no less than 20 feet between any portion of a Mobile Food Vehicle and any structure built of combustible construction. There shall be a clearance of no less than 10 feet between any portion of a Mobile Food Vehicle and any structure built of non-combustible construction.
  - (d) Restroom accessibility
    - Mobile food vendors shall provide access to restroom facilities for employees when the mobile food vehicle is open for business three (3) hours or greater in duration.
  - (e) Public Safety compliance
    - i. Mobile food vendors staged on property that has a valid Location-Specific Mobile Food Permit acknowledge and agree that the City has the right to require the movement of their mobile food vending vehicle/trailer and any other associated structures/furnishings should the City determine that its presence is a threat to public safety.
    - ii. All temporary signs, tables, chairs, steps, decks, and other accessory items associated with mobile food vehicles staged on property that has a valid Location-Specific Mobile Food Permit may remain in place when a mobile food vehicle is not "In Operation" which includes allowing these accessory items to remain in place for up to twenty-four (24) hours when the mobile food vehicle temporarily leaves the property.
- (4) As applicable, the vendor of a Mobile Food Vehicle and the owner or their agent of the private property seeking a Location-Specific Mobile Food Permit shall be subject to a Mobile Food Vending Application fee as determined and listed in Appendix A – Comprehensive Fees and Penalties.
- (5) Mobile Food Vending Permits and Location-Specific Mobile Food Permits shall expire December 31 of each year concurrently with the annual business license and shall be subject to annual renewal. Permits

issued between January 1 and June 30 shall pay the full permit fee as provided in Appendix A – Comprehensive Fees and Penalties. Permits issued between July 1 through December 31 shall pay a prorated permit fee of 50% of the fee listed in Appendix A – Comprehensive Fees and Penalties.

**Sec. 9-1105 Operational Requirements**

(1) **General Requirements.** Unless otherwise specifically approved by the Board of Mayor and Aldermen the following operational requirements shall apply to all Mobile Food Vendors and Location-Specific Mobile Food Permit holders:

- (a) Mobile Food Vehicles may operate only on properties within Office, Commercial, Industrial, Mixed-Use and Civic and Institutional zoning districts as described in the City of Franklin Zoning Ordinance with written permission from the property owner or their agent.

Mobile Food Vehicles may also operate as part of a hosted by a Homeowner's Association or similar neighborhood group within a residential neighborhood or subdivision, or as part of a private party at a single residence.

- (b) Trash receptacle(s) and private waste disposal services shall be provided.
- (c) Except for Mobile Food Vehicles staged on property that has a valid Location-Specific Mobile Food Permit, all temporary signs, tables, chairs, umbrellas, trash cans, , steps, decks, and other accessory items shall be removed and stored out of sight when not open for business.
- (d) No amplified music or PA system.
- (e) **Business Access.** No Mobile Food Vehicle shall operate in a location or manner that impedes access to or from another business, or otherwise may interfere with access to emergency areas, paths, or facilities.
- (f) **Utility Connections.** Permanent connections to water, sanitary sewer, gas, or electrical service is prohibited.
- (g) **Pedestrian Access.**
  - i. Mobile food vehicles and pushcarts shall not reduce the pedestrian clear path of travel on public or private sidewalks or multi-use paths to less than four (4') feet.
  - ii. Mobile food vehicles shall provide no less than six feet, eight inches (6' 8") of clearance under awnings and canopies.

(2) **Operation on Private Property.** Any mobile food vehicle operating on private property under a Mobile Food Vending Permit shall be subject to the following operations requirements:

- (a) Compliance with all General Requirements listed above.
- (b) Mobile food vendors must obtain written permission from the owner or their agent of the private property on which the mobile food vehicle will operate.
- (c) Mobile food vehicles may not operate on unimproved properties unless a paved driveway entrance leading to the street right-of-way and, a gravel or asphalt/concrete paved surface that meets the requires of the City development regulations, sufficient in size to allow for the parking of the Mobile Food Vehicle(s) and other motor vehicles on the property.
- (d) Mobile food vehicles operating on private property shall not be parked within ten (10) feet of a public right of way,
- (e) Ice cream trucks may operate on private, residentially-zoned property for a special occasion (i.e. birthday, graduation, etc.) with written permission of the property owner or their agent.
- (f) The sale of alcohol or alcoholic mixed beverages shall be prohibited.
- (g) **Signage.**
  - (i) Permitted signage may include affixed signs on the exterior of the mobile food unit, and one menu or sandwich board style sign, not to exceed two and one-half (2.5') feet

in width by three and one-half feet (3.5') in height and may be placed outside the accompanying mobile food vehicle only during hours of operation.

(h) Moving of Mobile Food Vehicles when not open for business.

(i) When not staged on a privately-owned parcel that has a valid Location-Specific Mobile Food Permit, Mobile Food Vehicles shall be "In-Operation" as defined means a Mobile Food Vehicle that when arriving to an approved private property or site is either preparing to open for business, open for business, or in the process of preparing to leave a site, and shall return to an approved, state-inspected commissary or other City of Franklin permitted location.

(3) Operation on Public Property

- a. Compliance with all General Requirements listed above.
- b. Mobile food vendors operating within the public right-of-way or on public property shall be as approved by a Special Event Permit or the City Administrator, or their designee.
- c. Canteen trucks and ice cream trucks are not regulated by this ordinance provided they:
  - (i) are not stationary for more than ten (10) minutes.
  - (ii) not impeding the flow of traffic
  - (iii) and in the case of canteen trucks, are operating within active constructions sites.

**Sec. 9-1106. Mobile Food Vending in City of Franklin Public Parks**

- (1) Compliance with all General Requirements listed above.
- (2) At the discretion of the Parks Director, or their designee, the Parks Department shall advertise for and accept proposals from mobile food vendors desiring to vend in City of Franklin public parks. At minimum, any proposal shall include the following:
  - (i) Proof of any required licenses and permits.
  - (ii) A picture and written description of the mobile food vehicle proposed to be used.
  - (iii) A list or menu of proposed items for sale.
  - (iv) Operate only within the designated area at approved Park properties. Mobile Food Vehicle Owners and Vendors are prohibited from using a push cart or circulating throughout the premises of park properties in any manner.
  - (v) Vendors must supply a Certificate of Insurance with the City of Franklin named as an insured with a liability insurance as determined and listed in Appendix A – Comprehensive Fees and Penalties.
- (3) The Parks Department will set designated times and locations for mobile food vendors. Each potential vendor will be provided a list of designated times, as well as a map of available locations. Park locations will require a reservation with a limit of two (2) Mobile Food Vehicles per park. These spaces must be reserved in advance by contacting the Parks Department. At the discretion of the Parks Department Director or their designee, mobile food vendors will be required to rotate throughout the month to best serve the community.
- (4) Vendors shall not provide or allow any dining facilities, including but not limited to tables, chairs, booths, bar stools, benches, tents, and standup counters.
- (5) Mobile Food Vehicles and all associated equipment must be removed from the park at the end of each day. The Mobile Food Vehicles and any equipment are not permitted in the park overnight at any time.
- (6) Mobile Food Vehicles shall provide a trash receptacle for the collection of vendor waste material. Trash collected or generated by Mobile Food Vehicles shall not be placed or disposed of in a park or park facility trash receptacle. Vendors shall remove all trash and litter from park grounds within fifty (50) feet of their Mobile Food Vehicles. Recycling is encouraged and must also be removed from park property at the responsibility of the mobile food vendor.

- (7) Any power and electrical required for operations shall be self-contained and Vendors are prohibited from using utilities drawn from the park property unless specifically authorized in writing by the City of Franklin Parks Department.
- (8) A permit fee for the payment to the City of Franklin for the privilege of vending within a city park.
- (9) At the discretion of the Parks Director, or their designee, the Parks Department shall reserve all rights to revoke a mobile food vending permit within City of Franklin parks should an operator or mobile food unit fail to comply with standards of this section including, but not limited to the following reasons:
- (10)The licensed vendor or operator engaged in conduct of character that was misleading, deceptive or fraudulent
- (11)The licensed vendor or operator engaged in untruthful or deceptive advertising
- (12)The licensed vendor or operator engaged in conduct detrimental to the health of park patrons, including but not limited to intimidation, or verbal, physical and/or sexual assault.
- (13)The licensed vendor or operator failed to maintain or acquire any permits required by this ordinance.

**Sec. 9-1107. Compliance with Health Regulations**

- (1) Valid health inspection certifications acquired in accordance of the State of Tennessee shall serve as certification of inspection for operation in the City of Franklin.

**Sec. 9-1108. Compliance with Fire and Public Safety Regulations**

- (1) Any mobile food vendor operating a mobile food vehicle in the City of Franklin shall comply with requirements of the International Fire Code as adopted by the City of Franklin, any other regulatory fire code as adopted by the City of Franklin, and any additional rules and regulations adopted by the City of Franklin Fire Department for the operation of mobile food vehicles. Prior to the issuance of a Mobile Food Vending Permit, mobile food vehicles shall be subject to inspection by the City of Franklin Fire Marshal.

**Sec. 9-1109. Insurance**

- (1) A Mobile Food Vehicle owner shall maintain liability insurance policy in the amounts specified in Appendix A – Comprehensive Fees and Penalties to obtain a Mobile Food Vending Permit. Proof of current liability insurance, issued by an insurance company licensed to do business in Tennessee, protecting the mobile food vehicle vendor, the public and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or about the permit. The insurance shall also name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advanced written notice to the city. Failure to maintain the required insurance coverage is grounds for vending license revocation.

**Sec. 9-1110. Mechanism for Complaints – Suspension or Revocation**

- (1) Should the City of Franklin observe a Mobile Food Vendor in violation of this Ordinance, the Zoning Administrator, or their designee, may seek resolution through the issuance of a Notice of Violation to parties involved in the operation of the mobile food vending unit, including, but not limited to the operator or owner of the unit, as well as the property owner where the violation occurred. The Zoning Administrator also has the discretion to suspend or revoke a Mobile Food Vending Permit when a Mobile Food Vendor and/or Owner are found in violation of this ordinance.

**Sec. 9-1111. Appeals.**

- (1) Mobile Food Owners and Vendors who have received a Notice of Violation or, have had their Mobile Food Vending Permit suspended or revoked, may file a Request for Appeal with the Building and Neighborhood Services Department Director requesting an appearance before the City of Franklin Board of Mayor and Aldermen to request re-instatement of their Mobile Food Vending Permit. Such a request shall provide a thorough justification of the request. Requests for Appeals shall be scheduled within

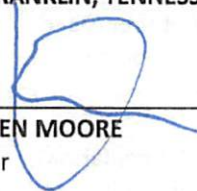
forty-five (45) days of receipt beginning with a Board of Mayor and Aldermen Worksession followed by consideration during a formal Board of Mayor and Aldermen Voting Meeting.

**SECTION II: BE IT FINALLY ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin that this ordinance shall take effect from and after its passage and any person or entity currently engaged in mobile food vending in the City of Franklin may continue to operate provided the permit(s) as required by this ordinance are obtained on or before July 31, 2019, , the health, safety, and welfare of the citizens of Franklin requiring it.

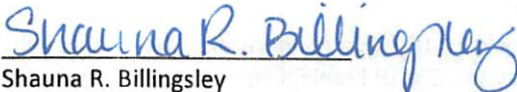
ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY:   
ERIC S. STUCKEY  
City Recorder/Administrator

BY:   
DR. KEN MOORE  
Mayor

Approved as to form:

  
Shauna R. Billingsley  
City Attorney

PASSED FIRST READING 6/11/2019

PASSED SECOND READING 6/25/2019