



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 27, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0569](#) *Consideration of an Interlocal Agreement With Williamson County Government to Redistribute the Half of the One-Half Percent Sales Tax Increase That Is Not Allocated For Schools. (COF Contract Number 2017-0145) (06/27/17 WS)

Sponsors: Eric Stuckey
Attachments: [wcs letter.pdf](#)
[2017-0145 Interlocal with The City of Franklin to Redistribute Sales Tax Increases.pdf](#)
2. [17-0525](#) Presentation of Trail / Connectivity work group

Sponsors: Eric Stuckey and Lisa Clayton
3. [17-0573](#) Consideration of Ordinance 2017-29, an Ordinance to Create Title 2, Chapter 6 of the City of Franklin Municipal Code Relating to the Creation of the Franklin Public Art Commission. (06/27/17 WS; 7/11/17 First Reading 8-0) SECOND AND FINAL READING

Sponsors: Vernon Gerth and Monique McCullough
Attachments: [2017-29 ORD Public Art Commission.Law Approved 6-12-17](#)
[City of Franklin Public Art Guidelines.Law Approved 6-12-17](#)
4. [17-0557](#) Presentation and Overview of the City of Franklin Stormwater Qualified Local Program

Sponsors: Paul Holzen and Engineering
Attachments: [QLP Presentation JW.pptx](#)

5. [17-0540](#) *Consideration of Change Order No. 2 to the On-Call Annual Contract for Called Bonds (COF Contract No. 2015-0080) with Tennessee Valley Paving Company for Time Extension Through June 30, 2018
- Sponsors:** Streets and Engineering
- Attachments:** [C2015-0080_CO2_CalledBonds_READY](#)
6. [17-0542](#) *Consideration of Change Order No. 2 to the On-Call Annual Contract for Concrete Curb and Sidewalk Repairs (COF Contract No. 2015-0081) with M.A.Y. Construction, Inc. for Time Extension Through June 30, 2018
- Sponsors:** Streets and Engineering
- Attachments:** [C2015-0081_CO2_ConcreteCurbSidewalkRepairs_READY](#)
7. [17-0545](#) *Consideration of Change Order No. 2 to the On-Call Annual Contract for Roadway Repairs and Resurfacing (COF Contract No. 2015-0083) to Tennessee Valley Paving Company for a Time Extension Through June 30, 2018
- Sponsors:** Streets and Engineering
- Attachments:** [C2015-0083_CO2_RoadwayRepairsResurfacing_rev1_READY](#)
8. [17-0546](#) *Consideration of Change Order No. 2 to the On-Call Annual Contract for Stormwater and Drainage Improvements (COF Contract No. 2015-0084) with Sessions Paving Company for a Time Extension Through June 30, 2018
- Sponsors:** Streets and Engineering
- Attachments:** [C2015-0084_CO2_StormwaterDrainageImprovements_rev1_READY](#)
9. [17-0547](#) *Consideration of Change Order No. 2 to the On-Call Annual Contract for Traffic Signal and Interstate Lighting Modifications and Repairs (COF Contract No. 2015-0085) with S&W Contracting Company, Inc. for a Time Extension Through June 30, 2018
- Sponsors:** Streets and Engineering
- Attachments:** [C2015-0085_CO2_TrafficSignalInterstateLighting_READY](#)
10. **17-0490** Consideration of Parkland Dedication Applicability for The Standard at Cool Springs Development. (06/27/17 WS)
- Sponsors:** Lisa Clayton
- Attachments:** concept plan
Ovation Landscape-Trail agreement
Possible trail locations
Parkland fees for the Standard at Cool Springs

11. [16-0835](#) Consideration of Ordinance 2016-42, "An Ordinance To Amend Title 17 - Refuse And Trash Disposal Of The Franklin Municipal Code For The Purpose Of Providing for Various Clarifications And Other General Housekeeping, and Appendix A - Comprehensive Fees and Penalties to be Consistent With the Amendments to Title 17" (Referred from 10/20/16 Budget & Finance, and 6/27/17, 02/13/18, 02/27/18, and 3/27/18 Work Sessions; 04/10/18 1st Reading 7-0). SECOND AND FINAL READING
- Sponsors:** Mark Hilty and Jack Tucker
- Attachments:** [16-0835 FINAL 2016-42 ORD Title 17 and Appendix A BOMA 041018 Law Ap 20180323 PPT SES TITLE 17 V1](#)
[20180402 TITLE 17 and APP A V2](#)
- Legislative History**
- | | | |
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| 10/20/16 | Budget & Finance Committee | referred to the Work Session |
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12. [17-0496](#) Consideration of Resolution 2017-40 To Be Entitled: "A Resolution Of The City Of Franklin, Tennessee Relating To ICMA Regarding Participation For Designated Employees Of The City" (06/27/17 WS)
- Sponsors:** Kevin Townsel
- Attachments:** [RESOLUTION 2017-40 ICMA Participation Update with Appendix A.Law Appro 457 Def Comp Plan and Trust Document](#)
13. [17-0436](#) Consideration Of REJECTING ALL BIDS Received For Municipal Solid Waste Transport Services And, Optionally, Municipal Solid Waste Transfer Station Operation Services, For The City's Municipal Solid Waste Stream That Is Processed At The City's Solid Waste Transfer Station, For The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-008) (06/27/17 WS; 7/11/17 BOMA Deferred item to 10/10/17 BOMA; 10/10/17 BOMA Deferred to 12/12/17 BOMA)
- Sponsors:** Mark Hilty and Jack Tucker
- Attachments:** [2017-008 Tabulation of bids 2017.06.21.1609](#)
[2017-008 Tabulation of bids 2017.12.04.1727](#)
14. [17-0437](#) *Consider Recommendation To Reject All Bids For Municipal Solid Waste Sanitary Landfill Disposal Services, For The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2017-009) (06/27/17 WS)
- Sponsors:** Mark Hilty and Becky Caldwell
- Attachments:** [2017-009 Tabulation of bids 2017.06.21.1604](#)
[2017-009 Tabulation of bids 2017.06.29.1503](#)

15. [17-0574](#) Consideration of Resolution 2017-44, A Resolution Adopting a Policy for the Use, Maintenance, and Retention of Security Video Cameras on City-Owned Properties. (06/27/17 WS)
- Attachments:** [2017-44 RES Policy for Use, Maintenance, Retention of Security Video with Ex Final.Security Video Policy](#)
16. [17-0575](#) Consideration of Resolution 2017-05, A Resolution to Amend the City of Franklin Records Retention Policy Relative to Social Media and Security Video Camera Records (06/27/17 WS)
- Attachments:** [RES 2017-05 Retention Social Media Security Video with Exhibit A.Law Approv](#)
17. [17-0491](#) Continued Discussion Regarding Columbia Avenue Improvements Project Design Alternatives and Consideration of Resolution 2017-43 to Select the Corridor Design Concept for the Columbia Avenue Widening & Improvements Project (Referred from 06/13/17 and 6/27/17 WS)
- Sponsors:** Engineering
- Attachments:** [ColumbiaAveWidening_BOMA_170711](#)
[ColumbiaAveWidening_BOMA_170711](#)
[ColumbiaAveWidening_BOMA_170627](#)
[ColumbiaAveWidening_BOMA_170613](#)
[ColumbiaAveWidening_EstimatedPropertyImpacts_170627](#)
[ColumbiaAveWidening_ExampleRoundaboutCorridors](#)
[ColumbiaAveWidening_Timeline_170526](#)
[ColumbiaAveWidening_TPR_Final_101117](#)
- Legislative History**
- | | | |
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| 6/13/17 | Work Session | referred to the Work Session |
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Other Business

Adjournment

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



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: Mayor Jimmy Alexander, Town of Nolensville
Mayor Jill Burgin, City of Brentwood
Mayor Patti Carroll, City of Fairview
Mayor Rick Graham, City of Spring Hill
Mayor Ken Moore, City of Franklin
Mayor Cory Napier, Town of Thompson's Station

FROM: Rogers Anderson, Mayor *RCA*
Williamson County

DATE: June 6, 2017

As you may be aware, the Williamson County Board of Commissioners has been studying numerous capital improvement project needs, a large portion of which involves over one-half billion in school facilities. As a part of this study, all revenue sources permissible by law and available to counties has been reviewed. Aside from the real property tax assessments, the second largest revenue source is the local option sales tax.

As a result of numerous meetings with County Commissioners, our financial planners, bond counsel and staff, I have been asked to study the additional revenue which would be available for school funding should the current local option sales tax be increased, by a county-wide referendum to the maximum allowable rate of two and three-quarters percent (2.75%). With the exception of the City of Fairview, the remainder of the municipalities and the county could be increased by an additional one-half percent (.50%) from the current two and one-quarter percent (2.25%).

Additionally, I have been asked to approach all of our municipal leaders to determine their willingness to contribute their amount of increased revenues back to Williamson County for the payment of school debt for a period of three (3) years. Such an agreement would be solidified by execution of a contractual agreement (draft copy enclosed).

Enclosed for your review are two charts - one showing the full 2015-16 local option sales tax collections and the second a chart illustrating (in blue) the additional amount which would have been collected if the rate increase were in place for 2016-17; the red numbers illustrate what would have been collected if the rate was at two and one-half percent (2.50%). The numbers in black are collections to-date at the current rate of two and one-quarter percent (2.25%).

After your review, I am respectfully requesting to be on the Agenda for the meeting of the Board of Mayor Alderman/Commissioners at your next earliest convenience and let me know what that date would be.

RCA/dg

xc: City Managers/Administrators
Enclosures



**INTERLOCAL AGREEMENT WITH
THE CITY OF FRANKLIN TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT
SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the CITY OF FRANKLIN ("City"), a municipal government, located at 109 Third Avenue, Franklin, Tennessee 37064.

WHEREAS, the City of Franklin is located within Williamson County, Tennessee; and

WHEREAS, Williamson County and the City have determined that the influx of residential development within the jurisdiction of the City has resulted in the need for additional educational capital projects that will put a strain on the County's current revenue stream resulting in the County to consider raising property taxes on all real property owners in the County; and

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 67-6-701, et. seq., Williamson County currently has a local sales and use tax at a rate of two and one-quarter percent (2.25%) which may be raised an additional one-half percent (0.5%) if approved by referendum; and

WHEREAS, the Williamson County Board of Commissioners has initiated the process to raise the sales tax One-half Percent (0.5%) from Two and One-Quarter Percent (2.25%) to Two and Three-Quarters Percent (2.75%); and

WHEREAS, the revenue from the current sales tax is distributed with half of the proceeds going to schools and half of the proceeds returned to the jurisdiction in which the proceeds were collected; and

WHEREAS, *Tennessee Code Annotated*, Section 67-6-712 provides that a county, city, or town may, by interlocal agreement, provide for an alternative method of distribution of the one-half percent (0.5%) not allocated for school purposes; and

WHEREAS, it is the desire of the County and the City to enter into an interlocal agreement for a term of three (3) years from the date the increase in the sales tax takes effect, to redistribute the half of the One-Half Percent (0.5%) sales tax increase received by the City back to the County to be used strictly for the purposes set forth herein.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to the following:

I. Purpose of Agreement. The purpose of this Agreement is to provide for an alternative distribution concerning the City's portion of the sales tax collected from the one-half percent (0.5%) sales tax increase.

II. Authority. This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and the 1963 Local Option Revenue Act *Tennessee Code Annotated*, Section 67-6-712 and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as reasonably possible prior to the execution of this Agreement.

III. Term: The term of this Agreement shall be for three (3) years unless extended by agreement of the parties. This Agreement shall commence on the 1st day of the month that the tax becomes effective and shall terminate on the third anniversary of the effective date unless otherwise terminated or extended by agreement of the parties.

IV. Redistribution of Revenue: The City agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the one-half percent (0.5%) sales tax increase collected within the City's boundaries. The proceeds from the increased sales tax redistributed from the municipality and received by the County shall be used exclusively for payment of rural and general school debt purposes. This agreement shall not affect the current proceeds collected and distributed to the City from the current assessed two and one quarter percent (2.25%) sales tax revenue.

V. Distribution from the State: The County and City agree to cooperate in good faith to any provide notice to the Department of Revenue concerning the increased sales tax and this agreement between the parties required for the redistribution of the one-half percent (0.5%) sales tax increase. Should the City receive the revenue from the one-half percent (0.5%) increased sales tax portion from the Department of Revenue, the City, shall upon receipt of the proceeds, forward the full amount to the County to be used in accordance with the terms of this Agreement.

VI. Cost: Each party shall be responsible for the costs of fulfilling their obligations under this Agreement.

VII. Compliance with Laws: The parties agree to comply with any applicable federal, state and local laws and regulations.

VIII. Notices:

Notices to County shall be sent to:

Dep't: Williamson County
Att'n: County Mayor
Addr: 1320 West Main Street,
Franklin, Tennessee 37064

Notices to City shall be sent to:

Dep't: Franklin City Manager
Att'n: City Manager
Addr: 109 Third Avenue
Franklin, Tennessee 37064

IX. Modification of Agreement: This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

X. 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 a 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.

XI. Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

XII. Law/Venue: This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee

XIII. Cooperation: The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XIV. Binding: This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the

requirements of applicable law.

XV. Severability: The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

XVI. Headings: The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

XVII. Effective Date: This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the City and then by the authorized representatives of the Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

ATTEST:

CITY OF FRANKLIN:

BY:

BY: Ken Moore, City Mayor

APPROVED AS TO FORM AND LEGALITY:

DATE: _____

City of Franklin Attorney

ATTEST:

WILLIAMSON COUNTY, TENNESSEE:

BY:

BY: Rogers Anderson, County Mayor

APPROVED AS TO FORM AND LEGALITY:

DATE: _____

Williamson County Attorney

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2015-16
LOCAL OPTION SALES TAX
and Projections for
Alternate Local Option Rates

2015-16 LOCAL OPTION SALES TAX (2.25%)	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ADA% Adjustment YTD	Total YTD
Williamson County	\$ 149,133.72	\$ 175,603.57	\$ 147,876.59	\$ 150,762.84	\$ 173,500.43	\$ 154,689.74	\$ 138,499.92	\$ 183,369.71	\$ 106,767.27	\$ 120,888.32	\$ 147,923.61	\$ 138,036.06		\$ 1,787,051.78
Projected Sales Tax @ 2.50%	\$ 165,704.13	\$ 195,115.08	\$ 164,307.32	\$ 167,514.26	\$ 192,778.25	\$ 171,877.49	\$ 153,888.80	\$ 203,744.12	\$ 118,630.30	\$ 134,320.35	\$ 164,359.57	\$ 153,373.40		\$ 1,985,613.07
Projected Sales Tax @2.75%	\$ 182,274.54	\$ 214,626.58	\$ 180,738.05	\$ 184,265.69	\$ 212,056.08	\$ 189,065.23	\$ 169,277.68	\$ 224,118.53	\$ 130,493.33	\$ 147,752.39	\$ 180,795.52	\$ 168,710.74		\$ 2,184,174.36
Williamson County Schools*	\$ 3,898,246.02	\$ 3,985,493.74	\$ 3,792,811.88	\$ 3,921,722.42	\$ 3,991,547.68	\$ 3,905,307.16	\$ 3,986,047.17	\$ 5,898,844.43	\$ 3,468,610.42	\$ 3,466,609.03	\$ 4,226,136.70	\$ 4,049,688.20	\$ 235,471.06	\$ 48,826,535.91
Projected Sales Tax @ 2.50%	\$ 4,331,384.42	\$ 4,428,326.33	\$ 4,214,235.38	\$ 4,357,469.31	\$ 4,435,052.93	\$ 4,339,230.13	\$ 4,428,941.26	\$ 6,554,271.52	\$ 3,854,011.54	\$ 3,851,787.77	\$ 4,695,707.40	\$ 4,499,653.51	\$ 261,634.51	\$ 54,251,706.02
Projected Sales Tax @2.75%	\$ 4,764,522.83	\$ 4,871,158.93	\$ 4,635,658.88	\$ 4,793,216.20	\$ 4,878,558.19	\$ 4,773,153.11	\$ 4,871,835.34	\$ 7,209,698.62	\$ 4,239,412.66	\$ 4,236,966.52	\$ 5,165,278.09	\$ 4,949,618.82	\$ 287,797.96	\$ 59,676,876.14
Franklin Special Schools Dist.*	\$ 379,292.32	\$ 387,781.36	\$ 369,033.77	\$ 381,576.53	\$ 388,370.40	\$ 379,979.35	\$ 387,835.21	\$ 573,946.94	\$ 337,489.55	\$ 313,141.36	\$ 381,750.05	\$ 365,811.33	\$ (235,471.06)	\$ 4,410,537.11
Projected Sales Tax @ 2.50%	\$ 421,435.91	\$ 430,868.17	\$ 410,037.52	\$ 423,973.92	\$ 431,522.66	\$ 422,199.27	\$ 430,928.01	\$ 637,718.82	\$ 374,988.39	\$ 347,934.84	\$ 424,166.72	\$ 406,457.03	\$ (261,634.51)	\$ 4,900,596.74
Projected Sales Tax @2.75%	\$ 463,579.49	\$ 473,954.99	\$ 451,041.27	\$ 466,371.31	\$ 474,674.92	\$ 464,419.20	\$ 474,020.80	\$ 701,490.69	\$ 412,487.22	\$ 382,728.32	\$ 466,583.39	\$ 447,102.73	\$ (287,797.96)	\$ 5,390,656.37
City of Brentwood	\$ 1,233,820.95	\$ 1,236,840.88	\$ 1,135,577.35	\$ 1,346,160.18	\$ 1,228,584.72	\$ 1,230,090.55	\$ 1,245,330.04	\$ 1,944,438.01	\$ 1,147,558.41	\$ 1,098,696.39	\$ 1,312,587.21	\$ 1,212,564.05		\$ 15,372,248.74
Projected Sales Tax @ 2.50%	\$ 1,370,912.15	\$ 1,374,267.63	\$ 1,261,752.60	\$ 1,495,733.52	\$ 1,365,094.12	\$ 1,366,767.26	\$ 1,383,700.03	\$ 2,160,486.66	\$ 1,275,064.89	\$ 1,220,773.75	\$ 1,458,430.22	\$ 1,347,293.38		\$ 17,080,276.21
Projected Sales Tax @2.75%	\$ 1,508,003.36	\$ 1,511,694.38	\$ 1,387,927.85	\$ 1,645,306.86	\$ 1,501,603.52	\$ 1,503,443.98	\$ 1,522,070.02	\$ 2,376,535.30	\$ 1,402,571.36	\$ 1,342,851.12	\$ 1,604,273.23	\$ 1,482,022.70		\$ 18,788,303.67
City of Franklin	\$ 2,514,872.39	\$ 2,578,016.47	\$ 2,502,673.76	\$ 2,444,556.25	\$ 2,597,525.45	\$ 2,510,568.23	\$ 2,605,844.43	\$ 3,790,892.07	\$ 2,173,109.30	\$ 2,203,260.05	\$ 2,716,637.42	\$ 2,637,387.89		\$ 31,275,343.71
Projected Sales Tax @ 2.50%	\$ 2,794,302.63	\$ 2,864,462.72	\$ 2,780,748.59	\$ 2,716,173.58	\$ 2,886,139.36	\$ 2,789,520.23	\$ 2,895,382.67	\$ 4,212,102.26	\$ 2,414,565.86	\$ 2,448,066.70	\$ 3,018,485.99	\$ 2,930,430.96		\$ 34,750,381.55
Projected Sales Tax @2.75%	\$ 3,073,732.87	\$ 3,150,908.96	\$ 3,058,823.43	\$ 2,987,790.92	\$ 3,174,753.27	\$ 3,068,472.23	\$ 3,184,920.91	\$ 4,633,312.45	\$ 2,656,022.43	\$ 2,692,873.35	\$ 3,320,334.56	\$ 3,223,474.03		\$ 38,225,419.39
City of Spring Hill	\$ 178,729.75	\$ 178,051.50	\$ 170,323.67	\$ 162,976.82	\$ 170,974.97	\$ 183,405.26	\$ 189,545.26	\$ 234,418.46	\$ 173,855.98	\$ 163,268.71	\$ 197,685.70	\$ 195,423.90		\$ 2,198,659.98
Projected Sales Tax @ 2.50%	\$ 198,588.61	\$ 197,835.00	\$ 189,248.52	\$ 181,085.35	\$ 189,972.19	\$ 203,783.62	\$ 210,605.84	\$ 260,464.95	\$ 193,173.31	\$ 181,409.68	\$ 219,650.78	\$ 217,137.66		\$ 2,442,955.51
Projected Sales Tax @2.75%	\$ 218,447.47	\$ 217,618.50	\$ 208,173.37	\$ 199,193.89	\$ 208,969.40	\$ 224,161.98	\$ 231,666.42	\$ 286,511.45	\$ 212,490.64	\$ 199,550.64	\$ 241,615.85	\$ 238,851.43		\$ 2,687,251.04
Town of Thompson's Station	\$ 60,904.30	\$ 59,613.89	\$ 60,295.39	\$ 62,970.13	\$ 66,086.85	\$ 58,543.22	\$ 57,866.68	\$ 125,771.78	\$ 61,531.94	\$ 64,162.03	\$ 81,160.88	\$ 80,816.14		\$ 839,723.23
Projected Sales Tax @ 2.50%	\$ 67,671.44	\$ 66,237.65	\$ 66,994.88	\$ 69,966.81	\$ 73,429.83	\$ 65,048.02	\$ 64,296.31	\$ 139,746.42	\$ 68,368.82	\$ 71,291.14	\$ 90,178.75	\$ 89,795.71		\$ 933,025.80
Projected Sales Tax @2.75%	\$ 74,438.59	\$ 72,861.42	\$ 73,694.36	\$ 76,963.49	\$ 80,772.82	\$ 71,552.82	\$ 70,725.94	\$ 153,721.06	\$ 75,205.70	\$ 78,420.26	\$ 99,196.63	\$ 98,775.28		\$ 1,026,328.37
Town of Nolensville	\$ 35,114.85	\$ 39,230.08	\$ 35,814.21	\$ 32,578.43	\$ 40,998.71	\$ 36,311.78	\$ 30,726.83	\$ 61,953.86	\$ 40,787.93	\$ 31,493.87	\$ 38,759.08	\$ 37,874.04		\$ 461,643.67
Projected Sales Tax @ 2.50%	\$ 39,016.50	\$ 43,588.98	\$ 39,793.57	\$ 36,198.26	\$ 45,554.12	\$ 40,346.42	\$ 34,140.92	\$ 68,837.62	\$ 45,319.92	\$ 34,993.19	\$ 43,065.64	\$ 42,082.27		\$ 512,937.41
Projected Sales Tax @2.75%	\$ 42,918.15	\$ 47,947.87	\$ 43,772.92	\$ 39,818.08	\$ 50,109.53	\$ 44,381.06	\$ 37,555.01	\$ 75,721.38	\$ 49,851.91	\$ 38,492.51	\$ 47,372.21	\$ 46,290.49		\$ 564,231.14
City of Fairview (Already @ 2.75%)	\$ 104,962.37	\$ 105,918.70	\$ 109,284.64	\$ 103,294.26	\$ 102,246.93	\$ 111,677.69	\$ 106,069.19	\$ 131,947.43	\$ 102,489.08	\$ 97,981.00	\$ 113,132.80	\$ 113,397.42		\$ 1,302,401.51
2015-16 Total to County and Municipalities	\$ 4,277,538.33	\$ 4,373,275.09	\$ 4,161,845.61	\$ 4,303,298.91	\$ 4,379,918.06	\$ 4,285,286.47	\$ 4,373,882.35	\$ 6,472,791.32	\$ 3,806,099.91	\$ 3,779,750.37	\$ 4,607,886.70	\$ 4,415,499.50		\$ 53,237,072.62
2015-16 Total to Schools (WCS & FSSD)	\$ 4,277,538.34	\$ 4,373,275.10	\$ 4,161,845.65	\$ 4,303,298.95	\$ 4,379,918.08	\$ 4,285,286.51	\$ 4,373,882.38	\$ 6,472,791.37	\$ 3,806,099.97	\$ 3,779,750.39	\$ 4,607,886.75	\$ 4,415,499.53		\$ 53,237,073.02
2015-16 Total Sales Tax Dollars (After State Cost)	\$ 8,555,076.67	\$ 8,746,550.19	\$ 8,323,691.26	\$ 8,606,597.86	\$ 8,759,836.14	\$ 8,570,572.98	\$ 8,747,764.73	\$ 12,945,582.69	\$ 7,612,199.88	\$ 7,559,500.76	\$ 9,215,773.45	\$ 8,830,999.03		\$ 106,474,145.64

*Net to schools after ADA% apportionment (to be adjusted when ADA% for 2016 is revised)

2016-17 LOCAL OPTION SALES TAX (2.25%)	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ADA% Adjustment YTD	Total YTD
Williamson County	\$ 174,092.92	\$ 186,480.12	\$ 159,600.84	\$ 174,511.93	\$ 195,756.96	\$ 175,496.64	\$ 165,761.82	\$ 225,640.54	\$ 139,027.32	\$ 123,053.82	\$ 152,419.93	\$ -		\$ 1,871,842.84
Projected Sales Tax @ 2.50%	\$ 193,436.58	\$ 207,200.13	\$ 177,334.26	\$ 193,902.14	\$ 217,507.73	\$ 194,996.26	\$ 184,179.80	\$ 250,711.71	\$ 154,474.80	\$ 136,726.47	\$ 169,355.48	\$ -		\$ 2,079,825.36
Projected Sales Tax @2.75%	\$ 212,780.23	\$ 227,920.14	\$ 195,067.69	\$ 213,292.36	\$ 239,258.50	\$ 214,495.89	\$ 202,597.78	\$ 275,782.88	\$ 169,922.28	\$ 150,399.11	\$ 186,291.02	\$ -		\$ 2,287,807.87
Williamson County Schools*	\$ 4,032,793.50	\$ 4,468,163.83	\$ 3,986,966.86	\$ 4,133,405.64	\$ 4,461,255.25	\$ 4,108,447.20	\$ 4,177,872.67	\$ 6,301,112.40	\$ 3,751,544.32	\$ 3,450,310.45	\$ 4,304,817.70	\$ -	\$ 35,056.55	\$ 47,211,746.37
Projected Sales Tax @ 2.50%	\$ 4,480,881.62	\$ 4,964,626.43	\$ 4,429,963.13	\$ 4,592,672.89	\$ 4,956,950.23	\$ 4,564,941.29	\$ 4,642,080.70	\$ 7,001,235.93	\$ 4,168,382.54	\$ 3,833,678.24	\$ 4,783,130.73	\$ -	\$ 38,951.72	\$ 52,457,495.44
Projected Sales Tax @2.75%	\$ 4,928,969.74	\$ 5,461,089.03	\$ 4,872,959.41	\$ 5,051,940.13	\$ 5,452,645.21	\$ 5,021,435.38	\$ 5,106,288.73	\$ 7,701,359.46	\$ 4,585,220.75	\$ 4,217,046.03	\$ 5,261,443.76	\$ -	\$ 42,846.89	\$ 57,703,244.51
Franklin Special Schools Dist.*	\$ 364,285.22	\$ 403,612.54	\$ 360,145.67	\$ 373,373.59	\$ 402,988.49	\$ 371,119.07	\$ 377,390.33	\$ 569,184.14	\$ 338,879.77	\$ 308,326.64	\$ 384,687.11	\$ -	\$ (35,056.55)	\$ 4,218,936.02
Projected Sales Tax @ 2.50%	\$ 404,761.35	\$ 448,458.37	\$ 400,161.85	\$ 414,859.54	\$ 447,764.98	\$ 412,354.52	\$ 419,322.58	\$ 632,426.82	\$ 376,533.07	\$ 342,585.15	\$ 427,430.12	\$ -	\$ (38,951.72)	\$ 4,687,706.64
Projected Sales Tax @2.75%	\$ 445,237.48	\$ 493,304.21	\$ 440,178.03	\$ 456,345.49	\$ 492,541.48	\$ 453,589.97	\$ 461,254.84	\$ 695,669.49	\$ 414,186.38	\$ 376,843.66	\$ 470,173.13	\$ -	\$ (42,846.89)	\$ 5,156,477.26
City of Brentwood	\$ 1,219,040.19	\$ 1,386,224.33	\$ 1,199,511.70	\$ 1,349,869.50	\$ 1,388,552.10	\$ 1,239,034.78	\$ 1,267,188.63	\$ 2,118,793.44	\$ 1,189,374.51	\$ 1,065,053.44	\$ 1,239,804.15	\$ -		\$ 14,662,446.77
Projected Sales Tax @ 2.50%	\$ 1,354,489.09	\$ 1,540,249.24	\$ 1,332,790.76	\$ 1,499,854.99	\$ 1,542,835.65	\$ 1,376,705.30	\$ 1,407,987.35	\$ 2,354,214.91	\$ 1,321,527.22	\$ 1,183,392.70	\$ 1,377,560.15	\$ -		\$ 16,291,607.36
Projected Sales Tax @2.75%	\$ 1,489,937.98	\$ 1,694,274.15	\$ 1,466,069.83	\$ 1,649,840.47	\$ 1,697,119.20	\$ 1,514,375.81	\$ 1,548,786.08	\$ 2,589,636.38	\$ 1,453,679.93	\$ 1,301,731.96	\$ 1,515,316.16	\$ -		\$ 17,920,767.95
City of Franklin	\$ 2,584,966.15	\$ 2,858,201.72	\$ 2,571,804.91	\$ 2,573,510.84	\$ 2,845,888.33	\$ 2,643,216.41	\$ 2,693,888.26	\$ 3,909,587.72	\$ 2,362,549.83	\$ 2,208,769.75	\$ 2,841,059.21	\$ -		\$ 30,093,443.13
Projected Sales Tax @ 2.50%	\$ 2,872,184.58	\$ 3,175,779.66	\$ 2,857,560.98	\$ 2,859,456.46	\$ 3,162,098.11	\$ 2,936,907.09	\$ 2,993,209.15	\$ 4,343,986.31	\$ 2,625,055.34	\$ 2,454,188.59	\$ 3,156,732.42	\$ -		\$ 33,437,158.70
Projected Sales Tax @2.75%	\$ 3,159,403.01	\$ 3,493,357.59	\$ 3,143,317.06	\$ 3,145,402.08	\$ 3,478,307.90	\$ 3,230,597.78	\$ 3,292,530.04	\$ 4,778,384.90	\$ 2,887,560.85	\$ 2,699,607.42	\$ 3,472,405.64	\$ -		\$ 36,780,874.27
City of Spring Hill	\$ 196,173.49	\$ 210,835.07	\$ 200,656.35	\$ 186,984.63	\$ 201,571.96	\$ 196,577.29	\$ 203,863.14	\$ 264,185.54	\$ 187,983.87	\$ 166,391.51	\$ 205,270.38	\$ -		\$ 2,220,493.23
Projected Sales Tax @ 2.50%	\$ 217,970.54	\$ 234,261.19	\$ 222,951.50	\$ 207,760.70	\$ 223,968.84	\$ 218,419.21	\$ 226,514.60	\$ 293,539.49	\$ 208,870.96	\$ 184,879.45	\$ 228,078.20	\$ -		\$ 2,467,214.68
Projected Sales Tax @2.75%	\$ 239,767.59	\$ 257,687.30	\$ 245,246.65	\$ 228,536.77	\$ 246,365.72	\$ 240,261.13	\$ 249,166.06	\$ 322,893.43	\$ 229,758.06	\$ 203,367.40	\$ 250,886.02	\$ -		\$ 2,713,936.12
Town of Thompson's Station	\$ 69,604.45	\$ 70,791.81	\$ 65,400.75	\$ 73,011.89	\$ 74,319.07	\$ 67,475.34	\$ 67,908.06	\$ 145,098.12	\$ 66,570.92	\$ 65,291.07	\$ 89,261.50	\$ -		\$ 854,732.98
Projected Sales Tax @ 2.50%	\$ 77,338.28	\$ 78,657.57	\$ 72,667.50	\$ 81,124.32	\$ 82,576.74	\$ 74,972.60	\$ 75,453.40	\$ 161,220.13	\$ 73,967.69	\$ 72,545.63	\$ 99,179.44	\$ -		\$ 949,703.30
Projected Sales Tax @2.75%	\$ 85,072.10	\$ 86,523.32	\$ 79,934.25	\$ 89,236.75	\$ 90,834.42	\$ 82,469.86	\$ 82,998.74	\$ 177,342.14	\$ 81,364.46	\$ 79,800.20	\$ 109,097.39	\$ -		\$ 1,044,673.62
Town of Nolensville	\$ 39,329.89	\$ 45,142.98	\$ 37,769.29	\$ 39,886.42	\$ 47,697.66	\$ 43,436.66	\$ 40,614.16	\$ 57,428.70	\$ 36,440.21	\$ 34,008.67	\$ 37,316.67	\$ -		\$ 459,071.31
Projected Sales Tax @ 2.50%	\$ 43,699.88	\$ 50,158.87	\$ 41,965.88	\$ 44,318.24	\$ 52,997.40	\$ 48,262.96	\$ 45,126.84	\$ 63,809.67	\$ 40,489.12	\$ 37,787.41	\$ 41,462.97	\$ -		\$ 510,079.23
Projected Sales Tax @2.75%	\$ 48,069.86	\$ 55,174.75	\$ 46,162.46	\$ 48,750.07	\$ 58,297.14	\$ 53,089.25	\$ 49,639.53	\$ 70,190.63	\$ 44,538.03	\$ 41,566.15	\$ 45,609.26	\$ -		\$ 561,087.15
City of Fairview (Already @ 2.75%)	\$ 113,871.61	\$ 114,100.29	\$ 112,368.66	\$ 109,004.00	\$ 110,457.61	\$ 114,329.12	\$ 116,038.90	\$ 149,562.47	\$ 108,477.39	\$ 96,058.80	\$ 124,372.94	\$ -		\$ 1,268,641.79
2016-17 Total to County and Municipalities	\$ 4,397,078.70	\$ 4,871,776.32	\$ 4,347,112.50	\$ 4,506,779.21	\$ 4,864,243.69	\$ 4,479,566.24	\$ 4,555,262.97	\$ 6,870,296.53	\$ 4,090,424.05	\$ 3,758,627.06	\$ 4,689,504.78	\$ -		\$ 51,430,672.05
2016-17 Total to Schools (WCS & FSSD)	\$ 4,397,078.72	\$ 4,871,776.37	\$ 4,347,112.53	\$ 4,506,779.23	\$ 4,864,243.74	\$ 4,479,566.27	\$ 4,555,263.00	\$ 6,870,296.54	\$ 4,090,424.09	\$ 3,758,637.09	\$ 4,689,504.81	\$ -		\$ 51,430,682.39
2016-17 Total Sales Tax Dollars (After State Cost)	\$ 8,794,157.42	\$ 9,743,552.69	\$ 8,694,225.03	\$ 9,013,558.44	\$ 9,728,487.43	\$ 8,959,132.51	\$ 9,110,525.97	\$ 13,740,593.07	\$ 8,180,848.14	\$ 7,517,264.15	\$ 9,379,009.59	\$ -		\$ 102,861,354.44

*Net to schools after ADA% apportionment (to be adjusted when ADA% for 2016 is revised)

ORDINANCE 2017-29

TO BE ENTITLED: “AN ORDINANCE TO CREATE TITLE 2, CHAPTER 6 OF THE CITY OF FRANKLIN MUNICIPAL CODE RELATING TO THE CREATION OF THE FRANKLIN PUBLIC ART COMMISSION”

WHEREAS, the City of Franklin supports successful collaborations between the arts community, business interests, service groups, schools, art patrons and artists for optimum utilization of artistic resources and talents; and

WHEREAS, the City of Franklin wishes to promote awareness of the arts as vital to our cultural heritage, diversity, and our contemporary lives; and

WHEREAS, the City of Franklin strives to provide for all its citizens access to the region’s best arts; and

WHEREAS, the City of Franklin wishes to create long range plans for the expansion of art within the town and the opportunity for our residents to experience art in public places.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 2, Chapter 6 of the Franklin Municipal Code is hereby created and approved to read as follows:

TITLE 2

CHAPTER 6. Franklin Public Arts Commission

- Sec. 2-601. Franklin Public Arts Commission
- Sec. 2-602. Powers and Duties.
- Sec. 2-603. Membership.
- Sec. 2-604. Appointment and Term of Office.
- Sec. 2-605. Officers, Meetings and Rules of Procedure.
- Sec. 2-606. Compensation.
- Sec. 2-607. Staff Support, Committees, and Technical Assistance.

2-601. Franklin Public Arts Commission.

The City of Franklin Public Arts Commission (FPAC) is hereby established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission is also responsible for developing policies, procedures and regulations necessary to carry out the program. The Commission shall review and make recommendations concerning all aspects of public art, including policy, projects, acquisition, siting, maintenance, adoption, deaccessioning, education and outreach.

2-602. Powers and Duties. The commission shall:

- (1) adopt bylaws for the Commission;
- (2) initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further public awareness of, and interest in, the fine and performing arts, and cultural heritage of the City;

- (3) encourage donations and grants to the City for civic arts purposes, to advise the City Board of Mayor and Aldermen regarding the receipt of such donations and grants by the City;
- (4) advise the City concerning the receipt of or purchase of works of art to be placed on public property;
- (5) advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City;
- (6) recommend the acceptance or rejection of works of art created for the City or offered as gifts, whether temporary or permanent;
- (7) establish Public Arts Commission Guidelines to assist in the evaluation of public art proposals and the preparation of recommendations to the Board of Mayor and Aldermen for its consideration;
- (8) assist in facilitating public outreach and education about selected artists and Public Art;
- (9) oversight of Public Art projects and proposals;
- (10) promote open forums to maintain open dialogue with the community;
- (11) make recommendations to BOMA for the approval and acceptance of works of art selected for public and private art projects;
- (12) include arts and peer professionals (art historians, curators, artists, arts administrators, critics, architects, designers, landscape architects and other individuals with a professional understanding of and experience with the visual arts) in decisions related to all aspects of public art planning and design;
- (13) make recommendations to and coordinate with the City regarding press announcements about the progress of the project and the artist commissioned for the work.

2-603. Membership. The Commission shall consist of nine (9) members all of whom are citizens of Williamson County and/or own and operate a business in the City of Franklin, nominated by the Mayor and appointed by the Board of Mayor and Aldermen. To the extent possible, members of the commission shall have experience and education attainment in an art-related discipline. One of the nine members shall be an Alderman who will represent the Board of Mayor and Aldermen.

2-604. Appointment and Term of Office. Members are appointed to a three-year term (initially staggered one, two and three years) and can be reappointed for two additional consecutive three-year terms with each member serving no more than nine consecutive years. Terms for the BOMA member serving on the FPAC will correspond to their terms/appointments. Each year, the Commission shall elect a chair and vice chair from its membership who will serve one year terms.

Appointees who fill an unexpired term shall hold office for the remainder of said unexpired term.

2-605. Officers, Meetings and Rules of Procedure. The officers of the commission shall be a chair and vice-chair, elected by majority vote of the commission. The chair shall preside at meetings of the commission and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. Officers shall serve for terms of one (1) year or until

their successors are regularly elected and take office. The commission shall hold meetings at such times, as it deems necessary, and shall meet upon the call of the chair. The commission shall meet not less than four (4) times each calendar year. Five (5) members of the commission shall constitute a quorum. The concurring vote of a majority of member's present shall be required for approval or disapproval of any motion or other action of the commission. All meetings shall be open to the public.

2-606. Compensation. Members of the Franklin Public Arts Commission shall serve without compensation.

2-607. Staff Support, Committees, and Technical Assistance. The City's Public Outreach Specialist, or his/her designee, shall serve as staff liaison to the Franklin Public Arts Commission.

SECTION II: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the public health, safety and welfare 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: _____

PASSED SECOND READING: _____

City of Franklin Public Art Program Guidelines

I. Mission and Purpose

The City of Franklin's Public Art Program seeks to use art to enhance the quality of life for our citizens and visitors by encouraging a heightened sense of place, increasing our community's visual quality of Franklin's built environment. The Franklin Public Art Program promotes a public initiative of outreach and education while working to preserve the city's rich cultural heritage and emerging urban form. The program is committed to creating community through public art and builds upon community support to conserve, preserve, and make available public art to citizens and visitors. The Franklin Public Art Program aims to enrich the community through the integration of the vision and work of artists into planning, design, and construction of public spaces.

The purpose of the Public Art Program is to:

- 1) Interweave art with the urban fabric;
- 2) Create a unique image and sense of place;
- 3) Encourage positive civic discourse;
- 4) Celebrate historic events and persons;
- 5) Inspire, educate, beautify and give character to public places;
- 6) Provide opportunities to facilitate the community values of inclusion, civic pride, cultural diversity, and appreciation of the creative spirit;
- 7) Enhance the visibility and stature of Franklin in local, regional, national, and international arenas; and
- 8) Foster collective memory and give meaning to place by recalling local and regional history.

II. Definitions

Appraisal – a certified estimation of the value of an item.

Art – the expression or application of human creative skill and imagination, typically in various types and disciplines, such as but not limited to paintings, sculptures, photographs, etc., that are created to be appreciated primarily for their meaning, experience, beauty, and/or emotional power.

- *Bas-relief* – a type of sculpture, carving, or molding in which shapes are carved so that they are only slightly higher than the flat background.
- *Fresco* – the type of art or technique of painting on a moist, plaster surface with colors ground up in water or a limewater mixture; a picture or design so painted.
- *Kinetic (sculptures)* – the type of art, as sculptural constructions, having movable parts activated by motor, wind, hand pressure, or other direct means and often having additional variable elements, for example shifting lights.

- *Masonry* – artwork created using stone, brick, or concrete.
- *Mosaic* – the type of art of creating images with an assemblage of small pieces of colored glass, stone, or other materials; a technique of decorative art or interior decoration; a picture or design created in this manner.
- *Painting* – the process or creation of artwork using paint.
- *Sculpture* – the art of making two or three-dimensional representative or abstract forms, especially by carving stone or wood or by casting metal or plaster.
- *Topiary* - the type of art involving training, cutting, and trimming trees and/or shrubbery into ornamental shapes.

Artwork in Public View – art located on the exterior of public or non-residentially zoned private property able to be viewed/observed from public property.

Civic Discourse – engagement in conversation intended to enhance understanding.

Design Work – a plan or drawing produced to show the look and function of workings of artwork before it is created and installed.

Limited Edition – an edition limited to a small number of copies.

Nonresidential property – includes property used for apartments, civic, commercial, office, industrial, and institutional uses, but excludes places of worship.

Private Property – includes property used for single family detached dwellings, duplexes, and townhouses, but excludes apartments.

Public Art on Private Property – artwork in any media that has been planned and executed with the intention of being staged on private, non-residential property for viewing by those on the physical public domain located beyond the exterior walls of a building or structure.

Public Art – art in any media that has been planned and executed with the intention of being staged in the physical public domain, usually outside and accessible to all.

Public Property – legal designation for the ownership of property by a state entity

Residential property – detached single family, duplexes, townhomes...

Signage – graphic designs as symbols, emblems or works used for identification or as a means of giving directions or warning.

Site Plan – an architectural plan that demonstrates the proposed alterations (layout, scale, appearance) to a given lot and/or structure.

Sociocultural – of, relating to, or signifying the combination or interaction of social and cultural elements.

Urban Fabric – the physical aspect of urbanism, emphasizing building types, thoroughfares, open space, frontages, and streetscapes.

Water Feature – an ornamental structure for discharging such a jet or several jets, often an elaborate or artistic work with basins, sculptures, etc.

III. Eligible and Ineligible Artworks

Public Art in Franklin can be attained by the City through a variety of methods. All artwork accessioned into the public art collection is subject to criteria set forth in this policy. All decisions regarding the accessioning of artwork are recommended by the Franklin Public Art Commission (FPAC), and once approved by BOMA, are considered final.

CRITERIA:

- 1) Artwork must be consistent with the Franklin Public Art Program Purpose and Mission.
- 2) Artwork should be of exceptional quality and enduring value as judged by the FPAC.
- 3) Strong preference is given to artwork that is unique or of a limited edition.
- 4) Permanently sited artwork shall relate to the architectural, historical, geographical, and/or sociocultural context of the site.
- 5) Funding and documentation for the installation, future maintenance, and decommissioning shall be included in an application and FPAC recommendation.
- 6) As applicable, the artwork shall meet City structural, building, right-of-way, electrical, and other codes for safety.
- 7) As applicable, the artwork shall be accessible to all people and meet Federal Americans with Disabilities Act requirements.
- 8) Artwork must be durable for outdoors and in good condition.
- 9) Existing artwork shall have provenance information establishing clear title.

A. Eligible Artworks:

All artworks commissioned or acquired under the Franklin Public Art Program shall be designed, or the process facilitated by, artist(s). Such artworks may include, but are not limited to:

- 1) Design work provided by the artists, including:
 - i. Artwork mounted or painted on exterior surfaces, fixtures and functional elements.
 - ii. Outdoor space design elements in areas such as plazas, public parks, arcades, and pedestrian passageways.
 - iii. Artistic design of roadways, bridges, parkways, pedestrian or bicycle pathways, transit system improvements, water and watershed facilities, solid waste transfer stations and sites with historic, archeological, and unique geological features.

- 2) Forms of visual art such as, but not limited to:
 - i. Sculptures, including bas-relief (cast), mobile, fountain, environmental, kinetic and electronic, in any material or combination of materials.
 - ii. All paintings, including murals and frescoes on portable and/or permanent structures.
 - iii. Art forms in clay, fiber and textile woods, metal, plastics, glass mosaics and other material; any combination or forms of media.

B. Ineligible Artworks:

- 1) “Art objects” which are mass-produced of standard design such as playground equipment, fountains, or statuary objects, unless incorporated into the artwork by a project artist.
- 2) Directional elements such as graphics, signage unless where these elements are integral parts of the original work of art or Public Art project.
- 3) Reproductions, by mechanical or other means, of original works of art, unless in cases where such reproduction is inherent in the art-making process, such as films, video, photography, printmaking, computer imagery or other media arts.
- 4) Decorative, ornamental or functional elements or architecture except where these elements are designed by the artist and/or are an integral part of the artwork by the artist or are the results of collaboration among design professionals, including at least one artist.
- 5) Services or utilities necessary to operate or maintain the artwork in perpetuity.
- 6) For residential property, artwork is excluded.
- 7) Artwork painted on unpainted masonry that is part of a historically designated building or structure.
- 9) Artwork that is considered distasteful not suitable for public viewing as determined by the FPAC.

IV. City of Franklin Public Arts Commission

The City of Franklin Public Arts Commission (FPAC) is established to provide guidance and oversight for art projects which are for public display, outdoors in the City of Franklin. The Commission is also responsible for developing policies, procedures and regulations necessary to carry out the program. The Commission shall review and make recommendations concerning all aspects of public art, including policy, projects, acquisition, siting, maintenance, adoption, deaccessioning, education and outreach.

The Commission shall consist of nine (9) members all of whom are citizens of Williamson County and/or own and operate a business in the City of Franklin, nominated by the Mayor and appointed by the Board of Mayor and Aldermen. One of the nine (9) members shall be an alderman representing the Board of Mayor of Aldermen. To the extent possible, members of the commission shall have significant experience and education attainment in an art-related discipline.

Members are appointed to a three-year term (initially staggered one, two and three years) and can be reappointed for two additional consecutive three-year terms with each member serving no more than nine consecutive years. Terms for the BOMA members serving on the FPAC will correspond to their terms/appointments. Each year, the Commission shall elect a chair and vice chair from its membership who will serve one year terms. The commission has the power and duty to:

- 1) adopt bylaws for the Commission;
- 2) initiate, sponsor or conduct, alone or in cooperation with other public or private agencies, public programs to further public awareness of, and interest in, the fine and performing arts, and cultural heritage of the City;
- 3) encourage donations and grants to the City for civic arts purposes, to advise the City Board of Mayor and Aldermen regarding the receipt of such donations and grants by the City;
- 4) advise the City concerning the receipt of or purchase of works of art to be placed on public property;
- 5) advise and assist the City in connection with such other artistic and heritage activities as may be referred to it by the City;
- 6) recommend the acceptance or rejection of works of art created for the City or offered as gifts, whether temporary or permanent;
- 7) assist in facilitating public outreach and education about selected artists and Public Art;
- 8) oversight of Public Art projects and proposals;
- 9) promote open forums to maintain open dialogue with the community;
- 10) make recommendations to BOMA for the approval and acceptance of works of art selected for public and private art projects;
- 11) include arts and peer professionals (art historians, curators, artists, arts administrators, critics, architects, designers, landscape architects and other individuals with a professional understanding of and experience with the visual arts) in decisions related to all aspects of public art planning and design; and
- 12) make recommendations to and coordinate with the City regarding press announcements about the progress of the project and the artist commissioned for the work.

V. Approval for Placement of Artwork on Private Property (Non-Residential)

A. Submittal of a Proposal.

An application for placement of Public Art on Private Property shall be submitted to the Franklin Public Arts Commission Coordinator and shall include the following:

- 1) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art, including an accurate description of the colors, size, and materials to be used.
- 2) An appraisal or other evidence of the value of the proposed artwork, including acquisition

and installation costs.

- 3) A site plan clearly showing the location of the art and its relation to pedestrian paths of travel on the site and in the vicinity, including adjacent rights-of-way.
- 4) An elevation or perspective rendering showing the streetscape view of the art, including the street elevations of adjacent properties.
- 5) A narrative statement to demonstrate that the art will be displayed in an area open and freely available to the general public, when applicable or that public accessibility will be provided in an equivalent manner based on the characteristics of the artwork or its placement on the site.
- 6) An agreement which requires the property owner, successor in interest, and assigns to:
 - i. Maintain the art in good condition as required by the City's Guidelines for Public Art.
 - ii. Indemnify, defend and hold the City and related parties harmless from any and all claims or liabilities from the public art, in a form acceptable to the City Attorney.
 - iii. Maintain liability insurance, including coverage and limits as may be specified by the City's Risk Manager.

B. Evaluation of a Proposal

- 1) The Franklin Public Arts Commission Coordinator shall schedule a meeting of the Franklin Public Arts Commission to review the public art applications using the adopted Guidelines.
- 2) The Franklin Public Arts Commission shall forward application(s) and their recommendations within the Historic Preservation Overlay to the Historic Zoning Commission. Application(s) and Franklin Public Arts Commission recommendation including the Historic Zoning Commission recommendation, when applicable shall be forwarded to the City of Franklin Board of Mayor and Aldermen for consideration.
- 3) Once a project is recommended for placement on City-owned property, it will be reviewed by representatives from The Public Works Department, Parks Department, and Risk Manager and is responsible for "shepherding" them through the following approval stages.
 - i. that the artwork's placement will not create undue difficulties for maintenance of the surrounding area.
 - ii. that the proposed materials are durable and will not create significant maintenance problems for the artwork itself.
 - iii. that any engineering or structural concerns are addressed.
 - iv. to assess whether it provides undue risks or safety issues.
 - v. In some cases, proposals may take additional review because of their nature, design or location.

C. Issuing of Permits

The applicant is directed to prepare plans and specifications for the artwork where a permit is required (i.e. electrical, structural, etc.).

D. Labeling of Artwork

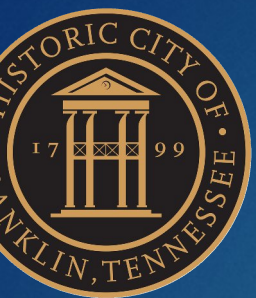
- 1) To avoid the use of donated Public Art for advertising purposes, a standard plaque, approved by the Franklin Public Art Commission and provided by the donor, is used for all labeling and positioned in such a manner to inform the public of the following:
 - i. title of artwork
 - ii. artist's name
 - iii. date of creation
 - iv. material(s) used (optional)
 - v. short explanation of work (optional)
 - vi. donor's name, when applicable

E. Final Acceptance

- 1) *Maintenance.* Before accepting the project, the Public Art Coordinator provides the Public Works Department with a set of plans, specifications, attachments, fabrication details, maintenance requirements, and approved contract.
- 2) *Inspection and Acceptance.* All art projects on public property must have final inspection approval by the Building & Neighborhood Services Department and by the Public Art Coordinator.
- 3) *Ownership.* When applicable (purchased by or donated to the City of Franklin), upon installation, inspection, and acceptance, the artwork becomes the property of the City.

F. Dedication of Artwork

Once installation of the artwork is complete, the Public Art Coordinator organizes a dedication ceremony that presents the piece to the community and recognizes the artistic efforts of the artist.



City of Franklin Qualified Local Program Overview



What is a Qualified Local Program (QLP)?

- ▶ The City of Franklin is considered a Small Phase II Municipal Separate Storm Sewer System (MS4) regulated by the National Pollution Discharge Elimination System (NPDES) Permit #TNS075311 for stormwater discharges to its stream and rivers
- ▶ Per CFR 122.44(s), the State of Tennessee's Department of Environment and Conservation (TDEC) can formally recognize an MS4 as a QLP that has been shown to meet or exceed the provisions of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities (CGP).
- ▶ The QLP is designed to build efficiencies in how construction stormwater permits are issued and improve water quality. The program allows a local MS4 program to seek approval to become a QLP if they meet specific program criteria.



How this will affect the City of Franklin's stormwater and grading permit processing?

- ▶ Currently contractors and developers must submit a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) to the State outlining how stormwater will be managed during construction
- ▶ The State then reviews the NOI (30 days) and if complete, issues a Notice of Coverage (NOC) for stormwater discharges associated with construction sites to the applicant
- ▶ The applicant then submits similar, if not the same, documents to be reviewed and approved by the City
- ▶ By achieving full QLP status the City will be allowed to review and process the NOI/SWPPP and issue the resulting NOC on the State's behalf during our plan review process



enefits of a QLP

- ▶ A more streamlined and efficient process for managing construction stormwater by eliminating permit and review duplication at the local and state levels
- ▶ Eliminates additional effort at the State level for the development community by providing one submittal process to follow
- ▶ The submittal of an application and related permit fee to the State is no longer needed, thereby avoiding duplication of the review and approval process at the State and City level.
- ▶ A more effective construction stormwater program resulting in greater water quality protection



Next steps

- ▶ The City is currently in a “provisional” status which will provide an opportunity to educate stakeholders in the development, construction, and environmental fields on the aspects of this new status and permitting process
- ▶ A stormwater ordinance update will be required to codify the adopted fee structure of TDEC
- ▶ After a three-month provisional period, the State will review the City’s program and processes and transition the City from “provisional” to “full” QLP status.
- ▶ If achieved and approved, The City will begin reviewing NOI’s and issuing NOC’s on the States behalf as early as August of 2017



**Request for Construction Change
Change Order No. 2**

City of Franklin
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Project Number: 2015-0080
Project: On-Call Annual Contract for
"Called Bonds"

Whereas, We, **Tennessee Valley Paving Co., Inc.**, entered into a contract with the **City of Franklin**, on July 14, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the 2018 fiscal year (e.g. July 1, 2017 thru June 30, 2018.)

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$141,165.00</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$141,165.00</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$141,165.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to 1: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>365 Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net Increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 15, 2018</u>

Now, Therefore, We, Tennessee Valley Paving Co., Inc., hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Joseph York
Director of Streets

Date: 6-12-2017

ACCEPTED:

V.P.
Contractor (Authorized Signature)

Date: 6-12-2017

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

**Request for Construction Change
Change Order No. 2**

City of Franklin
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Project Number: 2015-0081
Project: On-Call Annual Contract for
"Concrete Curb and
Sidewalk Repairs"

Whereas, We, **M.A.Y. Construction Company, Inc.**, entered into a contract with the **City of Franklin**, on **July 14, 2015**, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the 2018 fiscal year (e.g. July 1, 2017 thru June 30, 2018.)

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$1,288.75</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$1,288.75</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$1,288.75</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to 1: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>365 Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net Increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 15, 2018</u>

Now, Therefore, We, **M.A.Y. Construction Company, Inc.**, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:


Director of Streets

Date: 6-12-2017

ACCEPTED:


Contractor (Authorized Signature)

Date: 6-13-17

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

**Request for Construction Change
Change Order No. 2**

City of Franklin
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Project Number: 2015-0083
Project: On-Call Annual Contract for
"Roadway Repairs and
Resurfacing"

Whereas, We, **Tennessee Valley Paving Co., Inc.**, entered into a contract with the **City of Franklin**, on July 14, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the 2018 fiscal year (e.g. July 1, 2017 thru June 30, 2018.)

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$24,034.85</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$24,034.85</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$24,034.85</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to 1: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>365 Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net Increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 15, 2018</u>

Now, Therefore, We, Tennessee Valley Paving Co., Inc., hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Joseph York
Director of Streets

Date: 6-12-2017

ACCEPTED:

VP.
Contractor (Authorized Signature)

Date: 6-12-2017

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

**Request for Construction Change
Change Order No. 2**

City of Franklin
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Project Number: 2015-0084
Project: On-Call Annual Contract for
"Stormwater and Drainage
Improvements"

Whereas, We, Sessions Paving Company, entered into a contract with the City of Franklin, on July 14, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the 2018 fiscal year (e.g. July 1, 2017 thru June 30, 2018.)

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$229,481.00</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$229,481.00</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$229,481.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to 1: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>365 Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net Increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 15, 2018</u>

Now, Therefore, We, Sessions Paving Company, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Joseph York
Director of Streets

Date: 6-12-2017

ACCEPTED:

Sessions Paving Company
by Robert N. Hutcherson
Contractor (Authorized Signature) President

Date: 6/12/2017

APPROVED:

City of Franklin (Authorized Signature)

Date: _____

**Request for Construction Change
Change Order No. 2**

City of Franklin
Engineering Department
109 Third Avenue South, Suite 142
Franklin, TN 37064

Project Number: 2015-0085
Project: On-Call Annual Contract for
"Traffic Signal and Interstate
Lighting Modifications and
Repairs"

Whereas, We, **S&W Contracting Co., Inc.**, entered into a contract with the **City of Franklin**, on July 14, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Time Extension to allow for continuation of contract through the end of the 2018 fiscal year (e.g. July 1, 2017 thru June 30, 2018.)

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
TOTAL					

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$80,981.90</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$80,981.90</u>
Net Increase (Decrease) of this Change Order: <u>\$0.00</u>
Contract Price with all approved Change Orders: <u>\$80,981.90</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 30, 2016</u> Ready for final payment: <u>July 31, 2016</u>
Net change from previous Change Orders No. 0 to 1: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>365 Days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2017</u> Ready for final payment: <u>July 31, 2017</u>
Net Increase (Decrease) this Change Order: Substantial Completion: <u>365 Days</u> Ready for final payment: <u>349 Days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>June 30, 2018</u> Ready for final payment: <u>July 15, 2018</u>

Now, Therefore, We, **S&W Contracting Co., Inc.**, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL:

Joseph York
Director of Streets

Date: 6-12-2017

ACCEPTED:

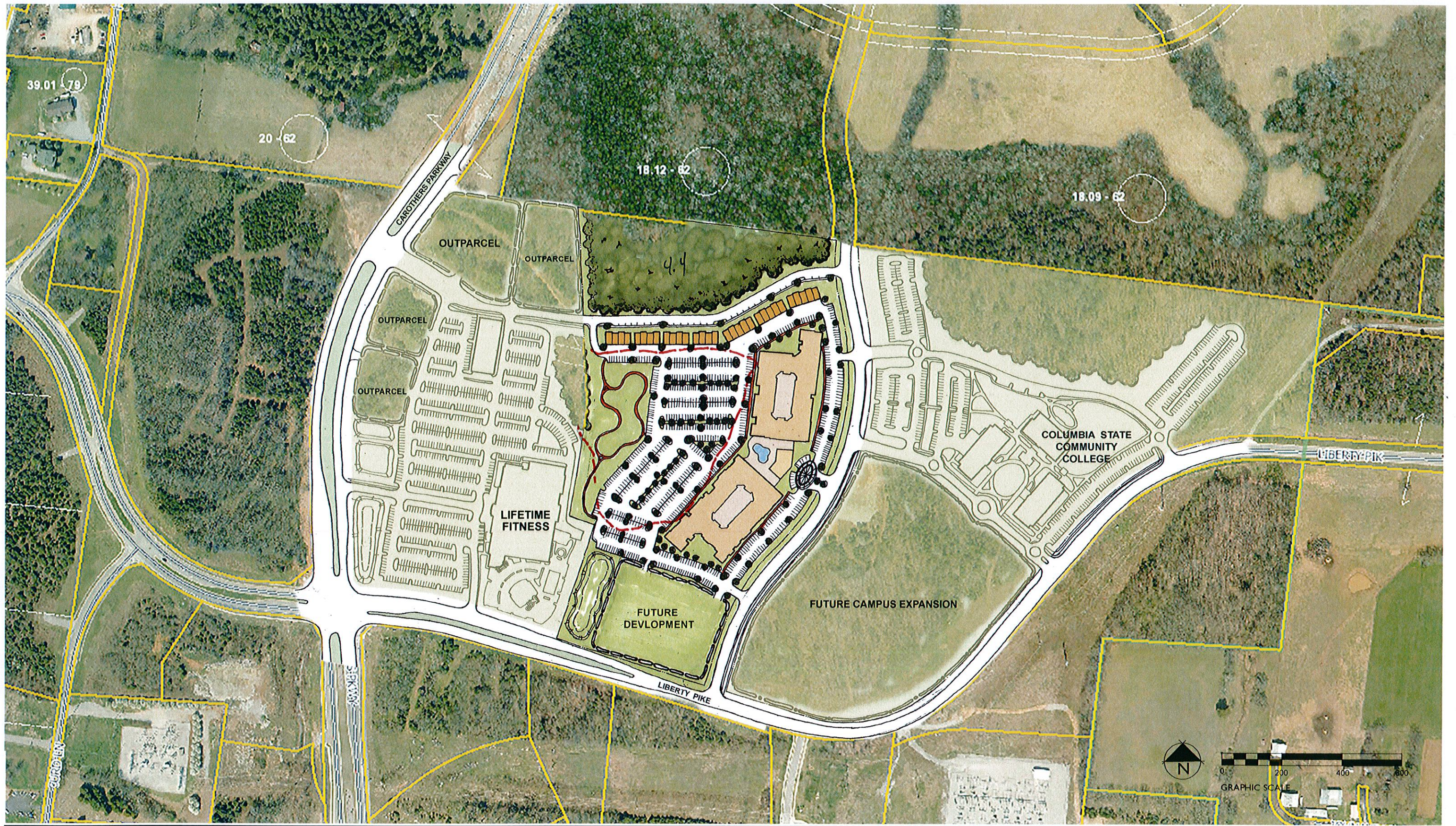
Arthur Bal
Contractor (Authorized Signature)

Date: 6/12/2017

APPROVED:

City of Franklin (Authorized Signature)

Date: _____



The Standard at Cool Springs

MASTER PLAN
FRANKLIN, TN

**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
Ovation Subdivision
COF CONTRACT NO 2014-0117**

THIS AGREEMENT, (“Agreement”), made and entered into this ____ day of _____ 20____ by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and THE OVATION SUBDIVISION (hereinafter “Association”).

WITNESSETH:

WHEREAS, the City Administrator has requested an Agreement to be made by the Association regarding landscaping within the City right-of-way located along *Tribute Lane, west southwest line of Turning Wheel Lane along the back property line and east of Knoll Top Lane* in the general vicinity of *Ovation Subdivision*; and

WHEREAS, when an Association makes an investment in improving the appearance of the public right-of-way adjacent to the development entrance, these landscape improvements enhance the development and raise the standard of quality for the streetscape and the overall city; and

WHEREAS, the City and the Association have agreed on a landscaping plan, as described in detail below; and

WHEREAS, the landscaping plan encompasses approximately *25.37 acres* of a City right-of-way known as *Tribute Lane, west southwest of Turning Wheel Lane and east of Knoll Top Lane* in the general vicinity of *Ovation Subdivision*; and

WHEREAS, on *(date)* the City of Franklin approved the Landscape Plan for *Ovation Subdivision*; and

WHEREAS, the Association has agreed to maintain the public greenway located within the outer limits of the *Tribute Lane* public right-of-way including, but not limited to, the grass turf, approved shrubs, flowers, trees, decorative hardscape, and irrigation systems which contribute to the general appearance of the *Tribute Lane* streetscape and entrances into *Ovation Subdivision*; and

WHEREAS, The right-of-way indicated on the approved Landscape Plan shall not be altered, expanded, or in any way modified from the level, nature and intensity of its use as contemplated in this Agreement, without the express prior written consent of the City; and

WHEREAS, approved signage that may be located in the City’s right-of-way shall not be altered, expanded, or in any way modified by the Association with respect to the nature and intensity of its use without the written consent of the City; and

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF LANDSCAPING IN THE CITY RIGHT-OF-WAY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The City hereby grants the Association permission to enter upon and to utilize the rights-of-way known as *Ovation Parkland* located and situated in Franklin, TN, as depicted in Exhibit “A” for the purposes of installation, maintenance, repair, replacement and removal of existing trees, shrubbery, decorative hardscape, and irrigation systems (hereinafter “Landscaping”) approved by the City as depicted in Exhibit “A” (full size plans available for viewing in the City of Franklin Planning and Sustainability Department – see Landscape Plans for *Ovation Subdivision*).
3. Ovation Subdivision will build and construct trails along the lower eastern and southern boundary within the Ovation property line consisting of 25.37 acres stopping at eastern side of newly constructed Knoll Top Lane. Ovation Subdivision will maintain these trails and connections for (15) fifteen years after last day construction of trails. At which time the City of Franklin shall take over maintenance of trail and connections.
4. Utilization of the right-of-way by the Association shall not impede the flow of traffic without the prior approval by the City.
5. The Association shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way.
6. All improvements, uses, and activities shall comply with the policies established by the Zoning Ordinance and with the terms and conditions of the Agreement.
7. Approved Landscaping improvements shall not interfere with sight distances for the traveling public in accordance with the standards set forth in the Manual for Uniform Traffic Control Devices and the City of Franklin Transportation and Street Technical Standards. The City shall be responsible for identifying any conflict with the Manual or

- Standards, notifying the Association, and removing the affected Landscaping at the sole cost and expense of the City.
8. The Association solely assumes all responsibility for the maintenance and, if necessary, replacement of all Landscaping and Trail constructed described herein and as depicted in Exhibit "A", except as set forth herein.
 9. The Association shall notify the City within three (3) business days of discovery of any conditions rendering trees defective or dangerous.
 10. Barring force majeure or weather delays, the Association agrees, upon forty five (45) days written notice from the City, to remove, maintain, repair or replace all Landscaping as described herein that may require removal, maintenance, repair or replacement, subject to seasonal limitations for replacement or planting. If no remedy is made within the specified time, the City reserves the right to remove all affected Landscaping without further notice to the Association and at the sole cost and expense of the Association. The Association shall submit payment for full cost and expense incurred by the City within forty five (45) days of the date of the invoice.
 11. The City reserves the right to remove and replace as appropriate, the Landscaping depicted in Exhibit "A" in the event that the City needs to utilize the property for City purposes, such as roadway widening, greenway, bike/pedestrian path, public utility installation or maintenance, drainage improvements or other public uses. The City shall endeavor to give at least sixty (60) days prior notice to the Association of any such removal.
 12. If the City makes a planned physical improvement, such as a street widening or addition of a turning lane, then the City will endeavor to maintain the landscaping as planted by the Association, including working with the Association to coordinate relocation of landscape material in the planned area of disturbance prior to construction and restoring the disturbed portion of the landscaping not used for the planned physical improvement to similar condition prior to the improvement.
 13. In the case of emergency situations where unplanned disturbance of landscaping occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, the City will attempt to minimize disturbance to the extent feasible but must act swiftly for the purposes of public safety, health and welfare. The City will bring the site back to similar condition as soon as practicable, subject to budgetary constraints; other priorities that serve the general public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.

14. The Association agrees that only the approved Landscaping as depicted in Exhibit "A" shall be placed within the rights-of-way. Exhibit "A" may be amended as needed upon mutual written agreement of both parties.
15. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
16. This Agreement is given to the Association as an accommodation to the Association with no monetary consideration. The Association acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or claim title in the Association's name.
17. This Agreement is non-transferable to the successors or assigns of the Association unless the successor assumes the same obligations of the Association and the City agrees in writing to the assignment. Further, the rights, privileges and permission granted herein shall not be assignable by the Association in whole or in part unless the successor or assignee assumes the same obligations of the Association. The City shall have the right to immediately remove the landscaping for which this Agreement is granted upon assignment or transfer by the Association; subject, however, to application made by the successor for and due diligence in obtaining approval by the City of a new Agreement for the existing Landscaping to remain in the right-of-way.
18. The Association shall exercise the rights, privileges and permission granted herein at the Association's own risk. The Association shall not claim any damages from the City for any injuries or damages, including death, in connection with or on account of the exercise of such rights, privileges or permission, the condition of the right-of-way, or the use of the right-of-way, excluding gross negligence by the City. The Association shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, damages, losses, including death, and expenses, including reasonable attorney's fees and costs, arising out of, resulting from, or in any way connected with the condition of right-of-way, the use of the right-of-way, the exercise of this Agreement, the failure on the part of the Association to comply with any of the provisions specified herein, or the City's removal of any landscaping depicted in Exhibit "A" or otherwise permitted by this Agreement. The City shall not be liable to the Association should the Association's use of the property be hindered or disturbed. The City will not be liable to the Association for any reason not specifically stated herein.

19. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Association:

20. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
21. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official or employee of the City shall be personally liable to the Association or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Association to limit its liability shall be void and unenforceable.

3. **Severability.**

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

ATTEST:

APPROVED AS TO FORM:

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

My Commission Expires: _____

Ovation Subdivision

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, _____, a Notary Public of said State and County, personally appeared, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of *Ovation Subdivision* and that as such, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires:_____





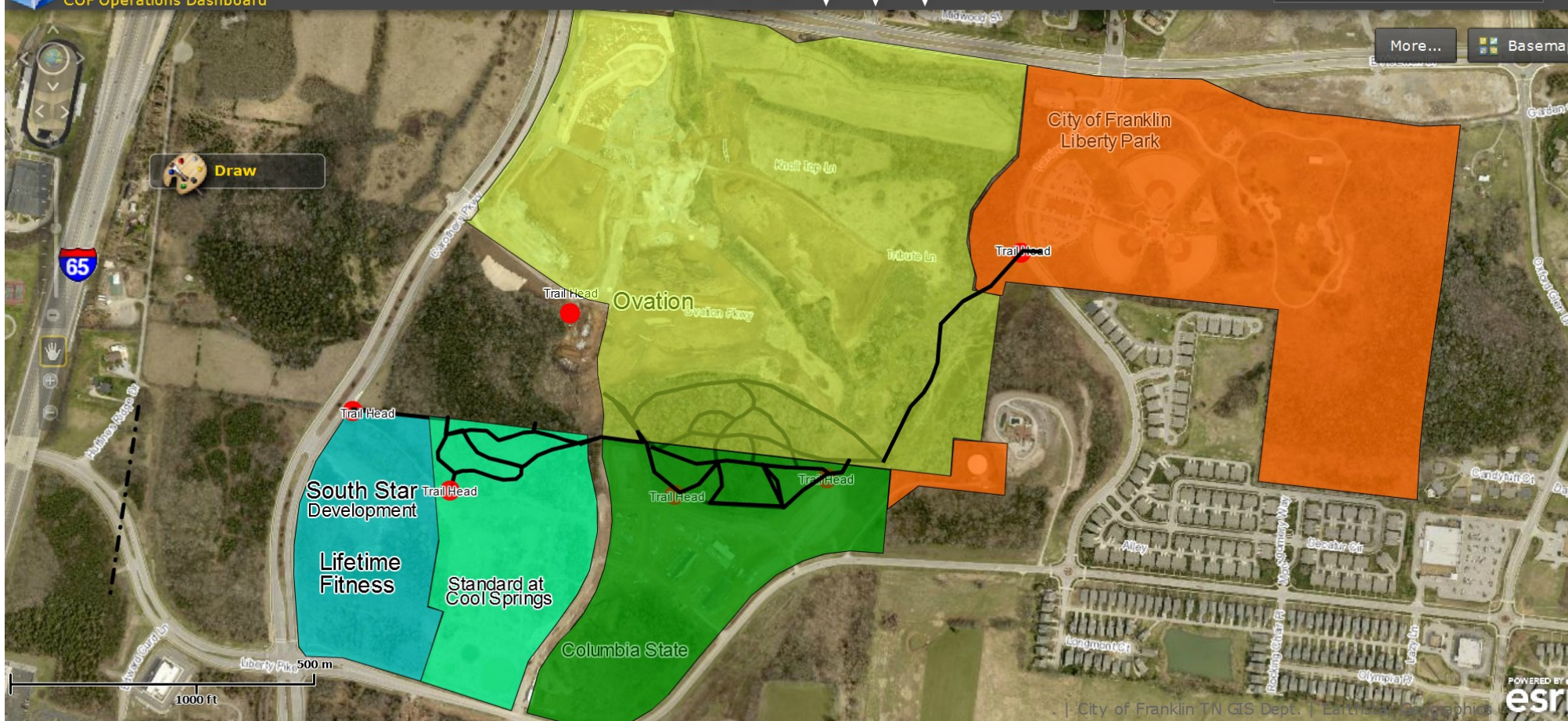
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More...

Basemap

Draw



Parkland fees for the Standard at Cool Springs

359 units total for this development

35 units at 1200sf =42,000sf

324 units at 600sf=194,400sf

42,000+194,400=234,400sf total sf.

234,400sf divided by one acre at 43,560sf =5.427 acres need to meet ordinance.

Quad 2 price per acre is \$271,000 max price.

\$271,000 x 5.427 acres would be \$1,470,717.00 in fees need to meet ordinance.

ORDINANCE 2016-42

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 17 – REFUSE AND TRASH DISPOSAL OF THE FRANKLIN MUNICIPAL CODE FOR PROVIDING FOR VARIOUS CLARIFICATIONS AND OTHER GENERAL HOUSEKEEPING, AND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES TO BE CONSISTENT WITH THE AMENDMENTS TO TITLE 17"

WHEREAS, for promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in a solid waste management facility located at 411 Century Court; and

WHEREAS, the facility is used by the City of Franklin for solid waste transportation of waste collected by the City and private hauling companies; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for services provided by the Sanitation and Environmental Services Department based on customer type, delivery method and type of container used for providing the service; and

WHEREAS, defining the required steps for establishing and remitting payment for City services are necessary and proper,

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

SECTION 1: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 17, of the Franklin Municipal Code is hereby amended by deleting Title 17 in its entirety and replaced as follows:

TITLE 17 - MUNICIPAL SOLID WASTE DISPOSAL

CHAPTER 1. – MUNICIPAL SOLID WASTE

Sec. 17-101. - Definitions.

1. **Municipal Solid Waste (MSW).** Garbage, rubbish, refuse, industrial lunchroom or office waste, household waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities.
2. **Administrative Set-up Fee.** Fee paid to the Sanitation and Environmental Services department per rollout container, including assembly, delivery, and any future repairs and parts replacement.

3. **Brush.** Limbs, large sticks and other similar cuttings from trees and shrubs.
4. **Bulky Waste.** Large items of MSW such as white goods (household appliances), mattresses, furniture and other oversize wastes whose large size precludes safe or convenient loading in approved waste containers or complicates handling by normal collection, processing, or disposal methods or vehicles.
5. **City.** The City of Franklin, Tennessee
6. **Condominium.** Types of buildings that include two (2) or more single-family dwelling units whose exterior building entrance leads to a common, shared hallway which has individual entrances leading from this common hallway into each individual single-family unit. These dwellings are classified as nonresidential for purposes of City MSW collection services and City service is not mandatory.
7. **Department.** The Department of Sanitation and Environmental Services unless otherwise specified as provided in this title.
8. **Director.** The director of the Sanitation and Environmental Services department, or his authorized agent or representative unless otherwise specified.
9. **Dumpster.** Steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of MSW. The containers shall meet City standards for service, as provided in this title.
10. **Nonresidential Service MSW service** provided to Nonresidential service locations which includes but is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for using a dumpster or rollout container, as determined by the Director.
11. **Residential Service.** MSW service available from the Department to include single- or two-family dwelling units, townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. A monthly service fee will be charged to each location for which this service is available.
12. **Hazardous waste.** Any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property because of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, or otherwise harmful.
13. **Infectious wastes.** Waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. For purposes of this policy, the following waste shall be infectious waste:
 - a. **Isolation wastes.** Wastes contaminated by patients who are isolated due to communicable disease, as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions, (2007, as it may be amended).

- b. **Cultures and stocks of infectious agents and associated biologicals.** Cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, wastes from the production of biologicals, discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate, and mix cultures.
 - c. **Human blood and blood products.** Waste human blood and blood products such as serum, plasma, and other blood components.
 - d. **Pathological wastes.** Tissues, organs, body parts, and body fluids.
 - e. **Contaminated sharps.** All discarded sharps (e.g. hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades) used in patient care or which have meet infectious agents during use in medical, research, or industrial laboratories.
 - f. **Contaminated animal carcasses, body parts, and bedding.** Contaminated carcasses, body parts (including fluids), and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals, or in the in vivo testing of pharmaceuticals.
 - g. **Facility-specified infectious wastes.** Other wastes determined to be infectious by a written facility policy.
14. **Industrial waste.** All such wastes peculiar to industrial, manufacturing or processing plants and shall include hazardous waste. Waste produced by industrial activity which includes any material that is rendered useless during a manufacturing process.
15. **Construction and demolition waste.** Nonhazardous materials from construction, demolition, remodeling, construction site preparation, including but not limited to concrete and other masonry materials, rocks, debris, dirt, bricks, fill, plaster, rebar, paving material and all types of scrap building materials.
16. **Yard waste.** Leaves, small trees, grass clippings and shrubbery trimmings.
17. **Ashes.** Residue from coal, wood, and other combustible materials from all public and private residences and establishments.
18. **Collector.** any person or entity that collects, transports, or disposes of any MSW within the corporate limits of the City of Franklin.
19. **Rollout container.** A standard City issued container designed for the storage of MSW or recyclables prior to collection.
20. **Tipping fees.** the fee(s) imposed at the City of Franklin Transfer Station on all waste brought to the facility for transfer to an appropriate disposal site.
21. **Recyclables.** Any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, nonresidential MSW,

industrial or residential MSW, sewage, body wastes, recognizable industrial or medical by-products.

22. **Scavenging.** Act of unauthorized persons going through solid waste or recyclables set out by customers for curbside collection.

23. **Service Fee.** The fee(s) imposed by the City for waste collection, processing and disposal services.

Sec. 17-102. - Responsibility

1. The Director, or his authorized representative, shall have the authority to make and modify operations as necessary concerning the days of collection, location of containers, and such other matters pertaining to the collection, transporting and disposal of MSW; provided that such regulations are not in violation of the provisions of this chapter.
2. The Director, or his authorized designee, shall be responsible for the enforcement of this chapter.
3. All MSW and recyclables as defined in this title shall be collected sufficiently and frequently to prevent the occurrence of nuisances and public health problems. The collection of MSW within the City shall be under the jurisdiction of the Sanitation and Environmental Services Department.
4. All site plans must be reviewed and approved by the Director or his designee before building permits may be issued.

Sec. 17-103. - Premises to be kept clean.

All persons, firms, and corporations within the corporate limits of the City are hereby required to keep their premises in a clean and sanitary condition, free from accumulations of MSW, offal, filth, and trash. All persons, firms, and corporations are hereby required to store such MSW in sanitary containers of the type described in this chapter between intervals of collection or to dispose of such material in a manner prescribed by the Director so as not to cause a nuisance or become injurious to the public health and welfare.

Sec. 17-104. - Prohibited practices.

1. It shall be unlawful for any person, firm, or corporation to dump MSW in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City.
2. The disposal of MSW in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits from the Tennessee Department of Solid Waste Management is expressly prohibited. All disposal of MSW shall be by methods approved by the Department under Tennessee Department of Solid Waste Management guidelines. Such methods shall include the maximum practical rodent, insect, and nuisance control at the place of disposal.
3. It shall be unlawful for any person, firm, or corporation to burn or attempt to burn MSW on private or public property within the corporate limits of the City of Franklin.

Sec. 17-105. - Prohibited substances.

1. Substances prohibited from collection and, which shall not be deposited in a dumpsters or rollout containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to City employees or which could cause damage to City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste, which shall be prohibited unless it is placed and secured in a plastic bag.
 - e. Infectious wastes and hypodermic syringes. Used hypodermic syringes shall not be placed with other waste for collection by the City, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A. Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted in rollout containers or dumpsters.

Sec. 17-106. - Refusal of service.

The City reserves the right to refuse service to any occupant, tenant, owner, or business guilty of severe or repeated violations of this chapter or for hampering or interfering with employees of the Department in the discharge of their duties hereunder, and shall have the authority to require proof of alternate arrangements should service be refused. Should service be refused, the occupant, tenant, owner, or business may, within five working days, submit a written appeal to the City Administrator. The City Administrator shall, within five working days of receipt of an appeal, issue a written response, upholding, vacating, or modifying the decision.

Sec. 17-107. - Accumulation of MSW.

Each owner, occupant, tenant, subtenant, lessee or others, using or occupying any building, house, structure, or grounds within the corporate limits of the City of Franklin where MSW materials or substances as defined in this chapter accumulate, or are likely to accumulate, shall provide an adequate number of suitable containers of a type approved by the Director for the storage of such MSW.

Sec. 17-108. - Yard waste and brush

1. *Leaves, lawn clippings, etc.*

- a. It shall not be the responsibility of the Department of the City to shovel or pick up from the ground any loose accumulation of MSW, including leaves, lawn clippings, brush, etc. All yard waste must be placed in biodegradable paper bags of not more than 33-gallon capacity.
- b. The City shall not be responsible to remove any brush or limbs of trees unless said brush and limbs have been cut into lengths of not more than ten feet or 18 inches in diameter. Limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six feet and weigh less than 75 pounds. Such material shall be piled at curbside in an area at least three feet away from obstacles, including mailboxes and utility boxes. Brush and limbs placed under overhead lines will not be collected. There shall be no MSW mixed with yard waste, bulky waste or brush left at curbside for collection.

Sec. 17-109. - Nurserymen, lawn services; duty to remove yard waste.

Every nurseryman, lawn service, or other person who cuts trees or trims shrubs or grass as a contractor shall remove and dispose all such yard waste from the premises serviced by him.

Sec. 17-110. - Residential service.

1. A fee for Residential service shall be mandatory within the City as defined in Appendix A, Comprehensive Fees and Penalties. Residential service as defined shall be made available within the City limits however is not mandatory for use.
2. The City shall provide one rollout container to each residential service location when that service is first added to the collection system and applicable administrative set-up fees have been received. Container shall remain the property of the City and be used to properly store one week's accumulation of MSW.
3. The Director may require any residential service location regularly exceeding 90 gallons of MSW in a collection period to make other approved disposal arrangements or to request use of a second container from the City. Any additional container will require an additional administrative set-up fee and monthly payment for collection, as defined in Appendix A. Comprehensive Fees and Penalties.
4. The Department is authorized to confiscate or to remove unsatisfactory storage containers from the premises of residences and establishments, public and private, when in the discretion of the Director or his designated representative, such containers do not meet the requirements of this chapter. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the Department only after the Department has diligently attempted to notify the owner or owners of such containers.
5. The Department shall not be obligated to provide service where adequate containers are not provided.
6. The owner or developer of all new residential construction and development within the City of Franklin, shall supply at their expense, a City-approved rollout container for that residence or housing unit, which shall become the property of the City of Franklin. As a condition of the

issuance of the City building permit, the owner or developer shall pay the sum as specified in Appendix A, Comprehensive Fees and Penalties, per City-approved rollout container that will remain at that address. This fee is payable to the City when the building permit is issued.

7. The containers shall remain the property of the City at the property address where delivered, and are provided and assigned to residences for the health, safety, convenience and general welfare of the occupants. Containers that are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the City at the expense of the occupants or the owner of the residence. Containers which are damaged during normal and reasonable usage or which are damaged or destroyed, through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the City at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced, or removed from the premises by any person; markings and identification devices on the containers except as placed or specifically permitted by the City are expressly prohibited and shall be regarded as damage to the containers.
8. It shall be the responsibility of each occupant, on the scheduled day of collection, to place their container on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a City approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the City. The container shall be placed in such a manner as not to interfere with other MSW containers, curbside mailboxes, overhead power lines or tree branches, parked cars, vehicular traffic, utility boxes or in any other way that would constitute a public hazard or nuisance. Generally, this shall be within two feet of the curb or edge of pavement, at least three feet from obstructions such as those listed, and at least five feet from any vehicle parked along the street. Rollout containers shall not be placed, without the express permission of the City, on a public sidewalk, in the street, or in a drainage ditch.
9. Where service alleys are available, container shall be placed in a designated area on collection day. The area shall provide for one-way access by collection vehicles.
10. Containers shall be placed for collection no earlier than 7:00 P.M. on the day before collection, and no later than 7:00 A.M. on the scheduled day of collection. Containers must be removed from the curb, street, or alleyway no later than 7:00 P.M. on the day of collection.
11. Construction and demolition waste and yard waste, as defined in this chapter, are hereby prohibited from being placed in the rollout or other City approved MSW collection containers.
12. City collectors shall not enter houses, stores, garages, or open gates for the collection of MSW, nor shall they accept any money or valuable gifts for their services from persons served.
13. All MSW must be drained of all liquids and wrapped in plastic or other equivalent material prior to placing it in any MSW storage container. To eliminate odor and insects, reduce spillage and litter and discourage animals from getting into MSW containers, all waste shall be placed in plastic or paper bags which must be tightly secured. No waste shall be placed loose in the MSW container. Collection crews will not pick up spills and litter resulting from loose waste placed in containers.

14. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing or other method as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.
15. MSW shall not be stored near other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

Sec. 17-111. - Nonresidential service.

1. Every nonresidential service location shall place all MSW in a City approved container, and shall maintain the container and the surrounding area in a clean, neat and sanitary condition. All containers shall be cleaned and disinfected on a regular basis.
2. Any establishment that furnishes and maintains a dumpster, or containers suitable for handling by City equipment may be serviced by the City as required provided that such container shall be of sufficient size and number. Dumpsters shall always be kept in a place easily accessible to City equipment as approved by the Director. At no time shall objects, obstructions, or vehicles hinder in any way whatsoever the servicing of said containers.
3. All dumpsters to be serviced by City equipment shall be front-end loading enclosed, metal containers. Before any such container shall be serviced by the City, it shall be specifically approved by the Director as to capacity, size, type and location. No container shall exceed eight cubic yards capacity.
4. Dumpsters shall be placed on approved service pads to be constructed of six-inch thick concrete reinforced with steel and of a size of no less than 12 by 12 feet square. Screening shall be permitted on three sides only. A gate must be placed on the dumpster screening. Service of containers in gated enclosures may be provided by the Department if the gates meet all specifications set by the department.
5. Nonresidential customers using rollout containers for collection shall provide sufficient containers to properly store one week's accumulation of MSW. The administrative set-up fee for a City approved rollout container shall be as specified in Appendix A, Comprehensive Fees and Penalties. All nonresidential customers requiring any combination of six or more rollout containers for weekly service shall be required to acquire dumpsters for service. Any exceptions must be specifically approved by the Director.
6. Nothing in this section shall prohibit nonresidential establishments or private residents from removing their own MSW or from contracting with a private collector for such removal, provided said private collector shall have a valid permit or license to do business within the City.
7. Right-of-Way Obstruction Permit
 - a. In no event shall public or private dumpsters, roll out containers or other containers be placed on a public street, right-of-way or public property:

- i. Without express written consent of the City Street Department director upon application, approval and tender of a permit fee as specified in Appendix A, Comprehensive Fees and Penalties, for a Right-of-Way Obstruction permit;
 - ii. Without posting a cash bond or certified check deposit as specified in Appendix A, Comprehensive Fees and Penalties, to secure payment for any damage to the street, right-of-way or public property;
 - iii. For longer than 30 days unless the Right-of-Way Obstruction permit is renewed and approved by the City Street Department director; or
 - iv. Such that it poses a hazard to public safety or a health and sanitation nuisance under the provisions of Title 13, Chapter 1 of this Code.
- b. Failure to secure a Right-of-Way Obstruction permit or to abide by its conditions shall subject the violator the penalties in section 17-116 of this Code. In addition, the Department is authorized to remove any dumpster or container which is not in compliance with this section. Prior to any removal, the Street Department director shall give a notice of intent to remove a dumpster to the permittee or MSW collector by first class mail and by posting a copy of the notice on the dumpster or container. The notice shall set out the conditions that render the dumpster or container to be noncompliant. If such conditions are not corrected to the director's satisfaction within five days from the date of the notice, the director or his designee shall remove the dumpster at the expense of the permittee or MSW collector.

Sec. 17-112. - Special collection services.

1. *Non-containerized bulky waste collection.* Any non-containerized bulky waste shall be placed adjacent to and back of the curb, or adjacent to and back of the drainage ditch or catch basin, alley or street line if there is no curb, without blocking the roadway, any sidewalk, drainage ditch, or catch basin. Customers will be assessed a non-containerized bulky waste collection fee per 20 cubic yard truck load or any portion thereof as specified in Appendix A, Comprehensive Fees and Penalties for bulky waste collection services.
2. *Rollout container excess.* Any waste collected at service locations utilizing City issued roll out container that does not fit in the provided number of rollout containers will be assessed an extra pick-up fee as specified in Appendix A, Comprehensive Fees and Penalties. The nature of the MSW may be such that standard non-containerized bulky waste collection fees may be required, as specified in Appendix A, Comprehensive Fees and Penalties.
3. *Remodeling/clean-up dumpsters.* Dumpsters for the disposal of remodeling, light construction, or general clean up waste may be available from the Department. Each dumpster (2-8 cubic yards) shall be properly loaded and emptied at least once per week. A maximum usage of three consecutive calendar weeks will be allowed. For the safety of collectors, no dumpster with protruding items from the sides or top will be serviced. Fees for residential remodeling/clean-up dumpster services are specified in Appendix A. Comprehensive Fees and Penalties.

4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.

Sec. 17-113. Billing for Sanitation Collection Services.

1. Bills may be rendered weekly, semi-monthly, or monthly, at the option of the City. Bills will consist of fees for services obtained by the customer from the City in accordance with the Application and Agreement for Service and the City and the provisions of the Municipal Code.
2. Sanitation collection service bills must be paid on or before the due date shown thereon. Payments made after the due date shall incur a penalty of ten (10) percent of the amount billed for sanitation services. If the delinquent balance is not paid within 60 days of the bill due date, nonresidential collection service may be discontinued without further notice until the balance of the bill is paid in full. The City shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued. Failure to receive a bill will not release a customer from payment obligation nor extend the due date.
3. Customers will have consolidated bills presented for other services including, but not limited to, water, wastewater, MSW and stormwater in accordance with the provisions of this Code.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Section 17-114. Billing for Transfer Station Tipping Fees.

1. Transfer station services are billed one month in arrears. The amount billed is due on the 15th of the month following the service month. Transfer station bills must be paid in full on or before the due date shown thereon to avoid an added penalty of ten percent.
2. If a balance is not paid in full within 30 days of the bill due date, the customer's account will be deemed delinquent and use of the transfer station services will be suspended until the entire account balance is paid in full.
3. Failure to receive a bill will not release a customer from payment obligation nor extend the due date. City shall not be liable for any damages resulting from discontinued service(s) under the provisions of this section, even though payment of the bill is made at any time on the day the service is discontinued.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Sec. 17-115. - Schedule of fees for disposal of MSW and frequency of collection.

1. *Residential.* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be paid to the City for the disposal of MSW for every household container (once per-week pickup).
2. *Nonresidential.*
 - a. *[Rollout and dumpster.]* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for every rollout and dumpster serviced by the City.
 - b. *Special event.* To be determined by the Director, depending on size, duration and nature of event.
 - c. *Nonresidential cardboard recycling service.* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for nonresidential cardboard recycling service.
3. *Transfer station tipping fee(s).* Tipping fee(s), as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for all MSW delivered to the City owned transfer station for hauling and disposal at landfill locations.

Sec. 17-116. - Penalties.

1. Any person violating any of the provisions of this chapter shall be served by the City with written notice stating the nature of the violation and providing up to 10 days for the satisfactory correction thereof. The offender shall, within the time stated in such notice, permanently cease all violations. Service will be discontinued until the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-116(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss or damage occasioned by City personnel or equipment because of such violation.

CHAPTER 2. - RECYCLING

Sec. 17-201. - Definitions.

1. *Recyclables.* any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, commercial, industrial or residential solid waste, sewage, body wastes, recognizable industrial or medical by-products.

Recyclables may include cardboard, aluminum, tin, steel, newspaper or any other item approved by the Director.

Sec. 17-202. - Responsibility for administration.

1. The Director, or his authorized representative, shall have the authority to make and modify regulations as necessary concerning the placement of recycling collection containers, hours of operation and or such other matters pertaining to the collection, transporting and disposal of

recyclable materials; provided that such regulations are not in violation of the provisions of this chapter.

2. The Director or his authorized representative, shall be responsible for the enforcement of this chapter.
3. All recyclables shall be collected sufficiently and frequently to prevent the occurrence of nuisance and public health problems. The collection of residential recyclables within the City of Franklin shall be under the jurisdiction of the Department.

Sec. 17-203. - Premises to be kept clean.

All areas where containers are placed are hereby required to be kept in a clean and sanitary condition, by the entity that operates and/or services the area.

Sec. 17-204. - Prohibited practices.

1. It shall be unlawful for any person, firm or corporation to dump recyclables in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City of Franklin.

Sec. 17-205. - Prohibited substances.

1. Substances prohibited from collection and shall not be deposited in recycling containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to City employees or which could cause damage to City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste shall be prohibited.
 - e. Infectious waste and hypodermic syringes. Used hypodermic syringes shall not be placed with recyclables for collection by the City of Franklin, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and Demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A, Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted with recyclables.

Sec. 17-206. - Penalties.

1. Any person violating any of the provisions of this chapter or the conditions of any permit issued hereunder shall be served by the City with written notice stating the nature of the violation and

providing up to ten days for the satisfactory correction thereof. The offender shall, within the time stated in such notice, permanently cease all violations. Service will be discontinued until the violation is corrected.

2. Any person who shall continue any violation beyond the time provided for in subsection 17-116(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss or damage occasioned by City personnel or equipment because of such violation.

SECTION II: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Appendix A, Chapter 17, of the Franklin Municipal Code is hereby amended by deleting Appendix A, Chapter 17 in its entirety and replaced as follows:

APPENDIX A – COMPREHENSIVE FEES AND PENALTIES

CHAPTER 17. - MUNICIPAL SOLID WASTE DISPOSAL

<i>Containers—Administrative Setup Fee</i>	
Residential —City approved rollout container	\$75.00 per container
Nonresidential— City approved rollout container	\$75.00 per container
<i>Collection Service Fees</i>	
Residential	
First rollout container	\$17.50 per month (one pick-up/week)
Second and subsequent rollout containers	\$7.50 per month/per container
Nonresidential	
First rollout container	\$30.00 per month/per container (one pick-up service/week)
Rollout—Additional pick-up service	\$30.00 per pick-up service
<i>Residential and Nonresidential Dumpster Service</i>	
Dumpster service	\$110.00 per month/per container (one pick-up service/week)

	\$205.00 per month/per container (two pick-up services/week)
	\$300.00 per month/per container (three pick-up services/week)
	\$395.00 per month/per container (four pick-up services/week)
	\$490.00 per month/per container (five pick-up services/week)
Dumpster service—Customer provides city approved container	\$95.00 per month/per container (one pick-up service/week)
	\$180.00 per month/per container (two pick-up services/week)
	\$265.00 per month/per container (three pick-up services/week)
	\$350.00 per month/per container (four pick-up services/week)
	\$435.00 per month/per container (five pick-up services/week)
Dumpster—Additional pick-up service	\$95.00 per service
Container delivery truck service	\$50.00 per dumpster/service
<i>Special Collection Services</i>	
Pick-up service for noncontainerized bulky waste	\$125.00 per vehicle/per request
Residential remodeling/clean-up dumpster	\$110.00 per service
<i>Special Event</i>	
Collection service	As determined by the Sanitation and Environmental Services Director

<i>Non-Residential Cardboard Recycling Service</i>	\$65.00 per month (one pick-up service/week)
	\$115.00 per month (two pick-up services/week)
	\$165.00 per month/per container (three pick-up services/week)
	\$215.00 per month/per container (four pick-up services/week)
	\$265.00 per month/per container (five pick-up services/week)
<i>Tipping Fees at Transfer Station</i>	
Class I	\$55.00 per ton—\$25.00 minimum

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 on June 1, 2018, and after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

(See next page for signatures)

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____
PASSED SECOND READING _____



Proposed Title 17 Modifications

Sanitation & Environmental Services
Jack Tucker, SES Director
Mark Hilty, ACA Public Works

Proposed Title 17 Modifications

- Customer Service Classifications,
- Rollout container ownership,
- Right of way obstruction permit
- Backdoor residential services, and
- Guidelines for billing practices associated with collection services and transfer station accounts.
- General Clarifications and cleanup

Proposed Title 17 Modifications – Customer Service Classifications

- Current Service Definitions
 - *Commercial solid waste.* The term "commercial solid waste" shall mean solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities.
 - *Residential solid waste.* The term "residential solid waste" shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities. This also excludes specific wastes defined and/or included in other parts of this chapter.
- Proposed Customer Definitions:
 - *Nonresidential Service* - MSW service provided to Nonresidential service locations which includes but is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for through the use of a dumpster or rollout container, as determined by the Director.
 - Provision of this service by COF SES is optional
 - *Residential Service* - MSW service available from the Department to include single- or two-family dwelling units, townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. A monthly service fee will be charged to each location for which this service is available.

Proposed Title 17 Modifications

- Section 17-101 – Definitions
 - Established Administrative Set-up Fee
- Section 17-110 – Residential MSW
 - Establishes how Administrative Set-up Fee works and clarifies container ownership
- Section 17-111 – Nonresidential MSW
 - Establishes how Administrative Set-up Fee works and clarifies container ownership
 - Right-of-Way Obstruction Permit – this section cleans up the language relative to the ROW Obstruction Permit (Ord 2017-44 amending Title 16, Chapter 2) approved on February 27, 2018. (this eliminates permit fee in Appendix A, Chapter 17)

Proposed Title 17 Modifications - Continued

- Section 17-112 Special Collection Services
 - 4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.
- Section 17-113 and 17-114 – Billing for Collection Services and Transfer Station Tipping Fees
 - Largely related to cleaning up language relative to the City's authorities and notifications to customers.
- Appendix A – Chapter 17, Refuse and Trash Disposal
 - General clarifications
 - Elimination of permit and surety (permitting accomplished in ROW obstruction permit now)
 - Elimination of construction and demolition waste fee (currently not accepted by COF)

Discussion of Proposed Changes and Implementation Schedule

ORDINANCE 2016-42

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 17 – REFUSE AND TRASH DISPOSAL OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF PROVIDING FOR VARIOUS CLARIFICATIONS AND OTHER GENERAL HOUSEKEEPING, AND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES TO BE CONSISTENT WITH THE AMENDMENTS TO TITLE 17"

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in a solid waste management facility located at 411 Century Court; and

WHEREAS, the facility is used by the City of Franklin for solid waste transportation of waste collected by the City and private hauling companies; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for services provided by the Sanitation and Environmental Services Department based on customer type, delivery method and type of container used for providing the service; and

WHEREAS, defining the required steps for establishing and remitting payment for City services are necessary and proper,

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

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 17, of the Franklin Municipal Code is hereby amended by deleting the text noted with a strikethrough and inserting the text noted are approved to read as follows:

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on June 1, 2018 and after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

TITLE 17 - ~~REFUSE AND TRASH~~ MUNICIPAL SOLID WASTE DISPOSAL

CHAPTER 1. ~~--~~ MUNICIPAL SOLID WASTE

Sec. 17-101. - Definitions.

1. Municipal Solid Waste (MSW). Garbage, rubbish, refuse, industrial lunchroom or office waste, household waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities.
2. Administrative Set-up Fee. Fee paid to the Sanitation and Environmental Services department per rollout container, including assembly, delivery, and any future repairs and parts replacement.
3. Brush. Limbs, large sticks and other similar cuttings from trees and shrubs.
4. Bulky Waste. Large items of MSW such as white goods (household appliances), mattresses, furniture and other oversize wastes whose large size precludes safe or convenient loading in approved waste containers or complicates handling by normal collection, processing, or disposal methods or vehicles.
5. City. The City of Franklin, Tennessee
6. Condominium. Types of buildings that include two (2) or more single-family dwelling units whose exterior building entrance leads to a common, shared hallway which has individual entrances leading from this common hallway into each individual single-family unit. These dwellings are classified as nonresidential for purposes of City MSW collection services and City service is not mandatory.
7. Department. The Department of Sanitation and Environmental Services unless otherwise specified as provided in this title.
8. Director. The director of the Sanitation and Environmental Services department, or his authorized agent or representative unless otherwise specified.
9. Dumpster. Steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of MSW. The containers shall meet City standards for service, as provided in this title.
10. ~~Nonresidential Service by the Department of Sanitation and Environmental Services all service locations within the city except those locations specified under residential service. MSW service provided to NN~~nonresidential service locations ~~shall~~which includes but ~~are~~is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for through the use of a dumpster or rollout container, as determined by the Director. Classification as a nonresidential service location shall normally preclude classification as a residential service location.limits of the City.
11. Residential Service. MSW service available from the Department ~~by the Department of Sanitation and Environmental Services to include~~ single- or two-family dwelling units,

townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. ~~a residential property. This service is mandatory for residentially occupied buildings, detached single-family dwellings, duplexes, mobile homes and townhomes.~~
A monthly service fee will be charged to each location for which this service is available.

~~1. Solid waste.~~ The term "solid waste," as hereinafter referred to in this chapter, shall include garbage, rubbish, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar unwanted materials, from residences and establishments, public and private, but shall not include sewage, body waste, recognizable industrial or medical by-products.

~~2.12.~~ Hazardous ~~refuse~~waste. The term "hazardous refuse" shall mean ~~any~~Any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, ~~infectious~~, or otherwise harmful.

~~3.13.~~ Infectious wastes. ~~The term "infectious waste" means waste~~Waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. For purposes of this policy, the following waste shall be considered to be infectious waste:

- a. *Isolation wastes.* Wastes contaminated by patients who are isolated due to communicable disease, as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions, ~~in Hospitals, (February, 19972007), as it may be amended.~~
- b. *Cultures and stocks of infectious agents and associated biologicals.* Cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, wastes from the production of biologicals, discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate, and mix cultures.
- c. *Human blood and blood products.* Waste human blood and blood products such as serum, plasma, and other blood components.
- d. *Pathological wastes.* ~~Pathological wastes, such as t~~Issues, organs, body parts, and body fluids.
- e. *Contaminated sharps.* All discarded sharps (e.g. hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades) used in patient care or which have come into contact with infectious agents during use in medical, research, or industrial laboratories.
- f. *Contaminated animal carcasses, body parts, and bedding.* Contaminated carcasses, body parts (including fluids), and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals, or in the in vivo testing of pharmaceuticals.
- g. *Facility-specified infectious wastes.* Other wastes determined to be infectious by a written facility policy.

- ~~4-14.~~ Industrial waste. ~~The term "industrial waste" shall mean all~~ All such wastes peculiar to industrial, manufacturing or processing plants and shall include hazardous waste-refuse. Waste produced by industrial activity which includes any material that is rendered useless during a manufacturing process.
- ~~5-15.~~ Construction and demolition waste. ~~The term "construction waste" shall mean materials~~ Nonhazardous materials from construction, demolition, remodeling, construction site preparation, including but not limited to concrete and other masonry materials, rocks, ~~trees,~~ debris, dirt, bricks, fill, plaster, rebar, paving material and all types of scrap building materials.
- ~~6.~~ Commercial solid waste. ~~The term "commercial solid waste" shall mean solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities.~~
- ~~7.~~ Residential solid waste. ~~The term "residential solid waste" shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities. This also excludes specific wastes defined and/or included in other parts of this chapter.~~
- ~~8-16.~~ Yard waste. ~~The term "yard waste" shall mean,~~ Leaves, small trees, grass clippings and shrubby trimmings.
- ~~9.~~ Grass clippings. ~~The term "grass clippings" shall mean any residue remaining from the cutting, clipping, or trimming of grass from any home, business, or agricultural endeavor.~~
- ~~10.~~ Garbage. ~~The term "garbage" shall include all putrescible waste, except sewage and body waste, including vegetable and animal offal and carcasses of dead domesticated animals at the discretion of the sanitation and environment services department director, but excluding recognizable industrial by-products, from all public and private residences.~~
- ~~11.~~ Rubbish. ~~The term "rubbish" shall include all nonputrescible waste materials except ashes from all public and private residences and establishments.~~
- ~~12-17.~~ Ashes. ~~The term "ashes" shall include the waste products~~ Residue from coal, wood, and other ~~fuels used for cooking and heating~~ combustible materials from all public and private residences and establishments.
- ~~13-18.~~ Collector. ~~The term "collector" shall mean any person or firm, corporation, or political subdivision that~~ entity that collects, transports, or disposes of any ~~refuse~~ MSW within the corporate limits of the City of Franklin.
- ~~14.~~ Health officer. ~~The term "health officer" shall mean the Sanitation and Environment Services Department Director of the City of Franklin or his authorized representative.~~
- ~~15.~~ Bulk container. ~~The term "bulk container" shall mean steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of solid waste. The containers shall meet industry standards for service.~~
- ~~16-19.~~ Roll-out/rollout container. ~~The term "roll-out container" shall mean a~~ A standard ~~city~~ City issued ~~90-gallon~~ container designed for the storage of ~~solid waste~~ MSW or recyclables prior to collection.

~~17. The pronouns *he, him* and *his* shall refer to persons of the female as well as the male gender, as applicable.~~

20. *Tipping fees.* ~~The term "*tipping fee(s)*" shall mean~~ the fee(s) imposed at the City of Franklin Transfer Station on all waste brought to the facility for transfer to an appropriate disposal site.

21. *Recyclables.* Any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, nonresidential MSW, industrial or residential MSW, sewage, body wastes, recognizable industrial or medical by-products.

22. *Scavenging.* Act of unauthorized persons going through solid waste or recyclables set out by customers for curbside collection.

23. *Service Fee.* The fee(s) imposed by the City for waste collection, processing and disposal services.

~~18.~~

Sec. 17-102. - Responsibility ~~for administration.~~

1. The ~~sanitation and environment services department director~~ Director, or his authorized representative, shall have the authority to make and modify ~~regulations~~ operations as necessary concerning the days of collection, location of containers, and such other matters pertaining to the collection, transporting and disposal of ~~solid waste refuse~~ MSW; provided that such regulations are not in violation of the provisions of this chapter.
2. The ~~sanitation and environment services department director~~ Director, or his authorized ~~representative~~ designee, shall be responsible for the enforcement of this chapter.
3. All ~~refuse~~ MSW (including garbage and rubbish) and recyclables as ~~heretofore~~ defined in this title shall be collected sufficiently and frequently to prevent the occurrence of nuisances and public health problems. The collection of ~~refuse~~ MSW within the City ~~of Franklin~~ shall be under the jurisdiction of the ~~sanitation~~ Sanitation and ~~environmental~~ Environmental services ~~Services~~ department Department.
4. All site plans must be reviewed and approved by the ~~sanitation and environment services department director~~ Director or his designee before building permits may be issued.

Sec. 17-103. - Premises to be kept clean.

All persons, firms, and corporations within the corporate limits of the City ~~of Franklin~~ are hereby required to keep their premises in a clean and sanitary condition, free from accumulations of ~~refuse~~ MSW, offal, filth, and trash. All persons, firms, and corporations are hereby required to store such ~~refuse~~ MSW in sanitary containers of the type described in this chapter between intervals of collection or to dispose of such material in a manner prescribed by the ~~sanitation and environment services department director~~ Director so as not to cause a nuisance or become injurious to the public health and welfare.

Sec. 17-104. - Prohibited practices.

1. It shall be unlawful for any person, firm, or corporation to dump ~~refuse~~MSW in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City ~~of Franklin~~.
2. The disposal of ~~refuse~~MSW in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits from the Tennessee Department of Solid Waste Management is expressly prohibited. All disposal of ~~refuse~~MSW ~~and garbage~~ shall be by methods approved by the ~~sanitation and environmental services d~~Department under Tennessee Department of Solid Waste Management guidelines. Such methods shall include the maximum practical rodent, insect, and nuisance control at the place of disposal.
3. It shall be unlawful for any person, firm, or corporation to burn or attempt to burn ~~refuse~~MSW on private or public property within the corporate limits of the City of Franklin ~~without first securing the approval of the appropriate city departments having jurisdiction~~.

Sec. 17-105. - Prohibited substances.

1. Substances prohibited from ~~pick-up~~collection and, which shall not be deposited in ~~garbage containers~~a dumpsters or rollout containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to ~~city~~City employees or which could cause damage to ~~city~~City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste, which shall be prohibited unless it is placed and secured in a plastic bag.
 - e. Infectious wastes and hypodermic syringes. Used hypodermic syringes shall not be placed with other waste for collection by the City ~~of Franklin~~, but be disposed of by a licensed medical waste disposal firm.
 - f. ~~"Construction~~ and demolition ~~waste"~~ as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A. Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass ~~unless in approved container~~, and sharp ~~metal~~ metal are not permitted in rollout containers or dumpsters~~glass~~.

Sec. 17-106. - Refusal of service.

The City ~~of Franklin~~ reserves the right to ~~refuse~~refuse service to any occupant, tenant, owner, or business guilty of severe or repeated violations of this chapter or for hampering or interfering with

employees of the ~~sanitation and environmental services~~ Department in the discharge of their duties hereunder, and shall have the authority to require proof of alternate arrangements should service be refused. Should service be refused, the occupant, tenant, owner, or business may, within five working days, submit a written appeal to the ~~city~~City administratorAdministrator. The ~~city~~City administratorAdministrator shall, within five working days of receipt of an appeal, issue a written response, upholding, vacating, or modifying the decision.

Sec. 17-107. - Accumulation of ~~refuse~~MSW.

Each owner, occupant, tenant, subtenant, lessee or others, using or occupying any building, house, structure, or grounds within the corporate limits of the City of Franklin where ~~refuse~~MSW materials or substances as defined in this chapter accumulate, or are likely to accumulate, shall provide an adequate number of suitable containers of a type approved by the ~~sanitation and environment services department director~~Director for the storage of such ~~refuse~~MSW.

Sec. 17-108. - Yard waste ~~and brush~~:-

1. *Leaves, lawn clippings, etc.*

- a. It shall not be the responsibility of the ~~sanitation and environmental services~~ Department of the ~~city~~City to shovel or pick up from the ground any loose accumulation of ~~refuse~~MSW, including leaves, lawn clippings, brush, etc. ~~Effective December 31, 2003, a~~All yard waste must be placed in biodegradable paper bags of not more than 33-gallon capacity.
- b. ~~The City shall not be responsible to remove any brush or limbs of trees unless said brush and limbs have been cut into lengths of not more than ten (10) feet or 18 inches in diameter. Limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six (6) feet and weigh less than 75 pounds. All such said material shall be piled at curbside in an area at least three (3) feet away from obstacles, including mailboxes and utility boxes. Brush and limbs placed under overhead lines will not be collected. There shall be no MSW mixed with yard waste, bulky waste or brush left at curbside for collection. The collecting agency of the city shall not be responsible to remove any brush, trunks, or limbs of trees unless said brush shall have been cut into lengths of not more than ten feet. The trunks or limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six feet and of a weight of no more than 75 pounds, and all of said material shall be piled at curbside.~~

Sec. 17-109. - Nurserymen, lawn services; duty to remove ~~trash~~yard waste.

Every nurseryman, lawn service, or other person who cuts trees or trims shrubs or grass as an ~~independent~~ contractor shall remove ~~and dispose or cause to be removed~~ all such ~~trash~~yard waste from the premises serviced by him.

Sec. 17-110. - Residential ~~solid waste~~MSWservice.

1. A fee for Residential service, as defined in this title, is shall be mandatory within the City as defined in Appendix A, Comprehensive Fees and Penalties. Residential service as defined shall be made available within the City limits however is not mandatory for use.

- ~~1.2.~~ The City shall provide one rollout container to each residential service location when that service is first added to the collection system and applicable administrative set-up fees have been received. Container shall remain the property of the City and be used to properly store one week's accumulation of MSW. ~~All residents shall provide sufficient city issued 90-gallon regulation containers to properly store one week's accumulation of refuse (including garbage and rubbish).~~
- ~~2.3.~~ The Director may require any residential ~~household~~ service location regularly exceeding 90 gallons of MSW in a collection period to make other approved disposal arrangements or to request use of a second container from the City. Any additional container will require an ~~second~~ additional administrative set-up fee and a ~~second~~ monthly payment for collection, as defined in Appendix A. Comprehensive Fees and Penalties. ~~The sanitation and environment services department director may require any residential household regularly exceeding 90 gallons or 200 pounds of garbage in a collection period, to make other approved disposal arrangements, or to purchase a second container from the city, which requires a second monthly payment for collection.~~
- ~~3.4.~~ The ~~official refuse collecting agency of the city~~ Department is ~~herein~~ authorized to confiscate or to remove unsatisfactory storage containers from the premises of residences and establishments, public and private, when in the discretion of the ~~sanitation and environment services department director~~ Director or his designated representative, such containers do not meet the requirements of this chapter. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the ~~Department official collecting agency~~ only after the ~~agency~~ Department has diligently attempted to notify the owner or owners of such containers.
- ~~4.5.~~ The ~~sanitation and environmental services d~~ Department shall not be obligated to provide service where adequate containers are not provided.
- ~~5.6.~~ The owner or developer of all new, residential construction and development, within the City of Franklin, shall supply, at their expense, a ~~city~~ City-approved ~~garbage-rollout~~ container for that residence or housing unit, which shall become the property of the City of Franklin. As a condition of the issuance of the ~~city~~ City building permit, the owner or developer shall pay the sum as specified in ~~appendix~~ Appendix A, ~~comprehensive fees and penalties~~ Comprehensive Fees and Penalties, per ~~city~~ City-approved rollout container, that will remain at that address. This fee is payable to the ~~city~~ City when the building permit is issued.
- ~~6.7.~~ The containers shall remain the property of the ~~city~~ City at the property address where delivered, and are provided and assigned to residences for the health, safety, convenience and general welfare of the occupants. Containers that are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the ~~city~~ City at the expense of the occupants or the owner of the residence. Containers which are damaged ~~in the course of~~ during normal and reasonable usage or which are damaged or destroyed, through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the ~~city~~ City at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced, or removed from the premises by any person;

markings and identification devices on the containers except as placed or specifically permitted by the cityCity are expressly prohibited and shall be regarded as damage to the containers.

- ~~7. It shall be unlawful for any person, other than the occupant-user, to move, remove, upset, scatter, tamper, use, carry, away deface, mutilate, destroy, damage or interfere with the garbage container, or any refuse left for collection.~~
8. It shall be the responsibility of each occupant, on the scheduled day of collection, to place their container on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a cityCity approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the cityCity. The container shall be placed in such a manner as not to interfere with other MSW containers, curbside mailboxes, overhead power lines or tree branches, parked cars, vehicular traffic, utility boxes or in any other way that would constitute a public hazard or nuisance. Generally, this shall be within two (2) feet of the curb or edge of pavement, at least three (3) feet from obstructions such as those listed, and at least five (5) feet from any vehicle parked along the street. ~~Rollout Garbage~~ containers shall not be placed, without the express permission of the cityCity, on a public sidewalk, in the street, or in a drainage ditch.
9. Where service alleys are available, container shall be placed in a designated area on collection day. The area shall provide for one-way access by collection vehicles. ~~and shall be constructed of a 24" x 24" concrete pad for each container.~~
10. Containers shall be placed for collection no earlier than 7:00 P.M. on the day before collection, and no later than 7:00 A.M. on the scheduled day of collection. Containers must be removed from the curb, street, or alleyway no later than 7:00 P.M. on the day of collection.
11. Construction and demolition waste and yard waste, as defined in this chapter, are hereby prohibited from being placed in the 90-gallon rollout or other cityCity approved ~~residential garbage~~MSW collection containers.
12. City ~~garbage~~ collectors shall not enter houses, stores, garages, or open gates for the collection of ~~garbage or rubbish~~MSW, nor shall they accept any money or valuable gifts for their services from persons served.
13. All ~~garbage or refuse~~MSW must be drained of all liquids and wrapped in plastic or other equivalent material prior to placing it in any MSW storage ~~receptacle~~container. To eliminate odor and insects, reduce spillage and litter and discourage animals from getting into MSW containers, all waste shall be placed in plastic or paper bags which must be tightly secured. No waste shall be placed loose in the MSW container. Collection crews will not pick up spills and litter resulting from loose waste placed in containers.
- ~~13.~~14. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing or other method as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.

~~14.15.~~ Garbage and refuse MSW shall not be stored in close proximity to other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

~~15. Collection of white goods stoves, refrigerators, freezers, window type air conditioners, shall be collected by the collection agency. Refrigerators and freezers, shall have doors removed or secured in accordance with Tennessee Code Annotated, § 39-6-104, and have all contents removed. White goods shall be stored out of public view until collection. The city shall not be responsible for the removal of water heaters, central heat and air systems or other commercially installed appliances.~~

Sec. 17-111. - Commercial Nonresidential solid waste MSW service.

1. Every commercial nonresidential establishment service location shall place all garbage MSW in a cityCity approved container, and shall maintain the container and the surrounding area in a clean, neat and sanitary condition. All bulk containers containers shall be cleaned and disinfected on a regular basis.
2. Any establishment that furnishes and maintains a bulk container dumpster, or containers suitable for handling by cityCity equipment may be serviced by the cityCity as required provided that such container shall be of sufficient size and number. Bulk container Dumpsters shall at all times be kept in a place easily accessible to cityCity equipment as approved by the sanitation and environment services department director Director. At no time shall objects, obstructions, or vehicles hinder in any way whatsoever the servicing of said containers.
3. All bulk container dumpsters to be serviced by cityCity equipment shall be front-end loading enclosed, metal containers. Before any such container shall be serviced by the cityCity, it shall be specifically approved by the sanitation and environment services department director Director as to capacity, size, type and location. No container shall exceed eight cubic yards capacity.
4. Bulk container Dumpsters shall be placed on approved service pads to be constructed of six-inch thick concrete reinforced with steel and of a size of no less than 12 by 12 feet square. Screening shall be permitted on three sides only. A gate must be placed on the dumpster screening. Service of containers in gated enclosures may be provided by the City of Franklin Department of Sanitation and Environment Services Department if the gates meet all specifications set by the department.
5. Businesses using regulation 90-gallon cans Nonresidential customers using rollout containers for collection shall provide sufficient containers to properly store one week's accumulation of refuse MSW. The cost of a city approved 90-gallon administrative set-up fee for a City approved rollout container can shall be as specified in appendix Appendix A, comprehensive fees and penalties Comprehensive Fees and Penalties. All businesses nonresidential customers requiring any combination of six or more regulation 90-gallon rollout containers, for weekly service shall be required to acquire regulation bulk container dumpsters for service. Any exceptions must be specifically approved by the Director.

6. Nothing in this section shall prohibit ~~commercial-nonresidential~~ establishments or private residents from removing their own ~~solid-waste~~MSW or from contracting with a private collector for such removal, provided said private collector shall have a valid permit or license to do business within the ~~city~~City. ~~However, private citizens who contract with a private collector for removal will still be subject to the monthly refuse collection service fee from the city.~~

(7) Right-of-Way Obstruction Permit

- a. In no event shall public or private ~~commercial~~ dumpsters, roll ~~off-out~~ containers or other ~~bulk-container~~containers be placed on a public street, right-of-way or public property:
- i. Without express written consent of the ~~sanitation and environment services department~~City Street Department director upon application, approval and tender of a permit fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, for a ~~commercial dumpster permit~~Right-of-Way Obstruction permit;
 - ii. Without posting a cash bond or certified check deposit as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, to secure payment for any damage to the street, right-of-way or public property;
 - iii. For longer than 30 days unless the ~~commercial dumpster permit~~Right-of-Way Obstruction permit is renewed and approved by ~~the sanitation and environment services department~~the City Street Department director; ~~and or~~
 - iv. Such that it poses a hazard to public safety or a health and sanitation nuisance under the provisions of ~~title~~Title 13, ~~chapter~~Chapter 1 of this Code.
- b. Failure to secure a ~~commercial dumpster~~Right-of-Way Obstruction permit or to abide by its conditions shall subject the violator the penalties in section 17-~~114~~116 of this Code. In addition, the ~~sanitation and environmental services d~~Department is authorized to remove any dumpster or container which is not in compliance with this section. Prior to any removal, the ~~sanitation and environment services~~Street department Department director shall give a notice of intent to remove a dumpster to the permittee or ~~refuse~~MSW collector by first class mail and by posting a copy of the notice on the dumpster or container. The notice shall set out the conditions that render the dumpster or container to be noncompliant. If such conditions are not corrected to the director's satisfaction within five days from the date of the notice, the director or his designees shall remove the dumpster at the expense of the permittee or ~~refuse~~MSW collector.

Sec. 17-112. - Special collection services.

1. ~~Commercial-Non-containerized bulky waste~~ collection. Any non-containerized bulky waste collected ~~at shall be placed adjacent to and back of the curb, or adjacent to and back of the drainage ditch or catch basin, alley or street line if there is no curb, without blocking the roadway, any sidewalk, drainage ditch, or catch basin. Customers will be assessed a non-containerized bulky waste collection fee per 20 cubic yard truck load or any portion thereof as~~

specified in Appendix A, Comprehensive Fees and Penalties for bulky waste collection services~~commercial establishments utilizing bulk (2-8 cubic yard) containers shall be assessed a noncontainerized fee per 20 cubic yard truck load or any portion thereof.~~

2. ~~Roll-out commercial container excess.~~ Any waste collected at ~~commercial establishments service locations~~ utilizing ~~a city~~City issued 90-gallon-roll-out ~~cart~~s-container that does not fit in the provided number of 90-gallon-roll-out ~~cart~~s~~containers~~, will be assessed an extra pick-up fee as specified in Appendix A, Comprehensive Fees and Penalties. ~~Volumes~~ The nature of the waste~~MSW~~ may, ~~at the discretion of the sanitation and environment services department director or his designee,~~ be such that standard ~~commercial non-containerized bulky waste collection fees may be required,~~ as specified in Appendix A, Comprehensive Fees and Penalties.
3. ~~Residential excess.~~ Any excess waste collected at residences may, based on volume and at the discretion of the sanitation and environment services department director or his designee, be assessed a fee commiserate with the standard commercial bulk collection fees.
3. Remodeling/clean-up dumpsters. Dumpsters for the disposal of remodeling, light construction, or general clean up waste may be available from the Department. Each dumpster (2-8 cubic yards) shall be properly loaded and emptied at least once per week. A maximum usage of three ~~(3)~~ consecutive calendar weeks will be allowed. For the safety of collectors, no dumpster with protruding items from the sides or top will be serviced ~~until the customer removes said items.~~ Fees for residential remodeling/clean-up dumpster services are specified in Appendix A, Comprehensive Fees and Penalties. ~~Remodeling/clean-up containers.~~ Bulk containers for the disposal of remodeling, light construction, or general clean up may be available from the sanitation and environmental services department. Each eight cubic yard container shall be properly loaded and emptied at least once per week. A maximum usage of three consecutive weeks will be allowed.
4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.

Sec. 17-113. Billing for Sanitation Collection Services.

1. Bills may be rendered weekly, semi-monthly, or monthly, at the option of the City. Bills will consist of fees for services obtained by the customer from the City in accordance with the Application and Agreement for Service and the City and the provisions of the Municipal Code.
2. Sanitation collection service bills must be paid on or before the due date shown thereon. Payments made after the due date shall incur a penalty of ten (10) percent of the amount billed for sanitation services. If the delinquent balance is not paid within 60 days of the bill due date, nonresidential collection service may be discontinued without further notice until the balance of the bill is paid in full. The City shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued. Failure to receive a bill will not release a customer from payment obligation nor extend the due date.

3. Customers will have consolidated bills presented for other services including, but not limited to, water, wastewater, MSW and stormwater in accordance with the provisions of this Code.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Section 17-114. Billing for Transfer Station Tipping Fees.

1. Transfer station services are billed one ~~(4)~~ month in arrears. The amount billed is due on the 15th of the month following the service month. Transfer station bills must be paid in full on or before the due date shown thereon to avoid an added penalty of ten ~~(10)~~ percent.
2. If a balance is not paid in full within 30 days of the bill due date, the customer's account will be deemed delinquent and use of the transfer station services will be suspended until the entire account balance is paid in full.
3. Failure to receive a bill will not release a customer from payment obligation nor extend the due date. City shall not be liable for any damages resulting from discontinued service(s) under the provisions of this section, even though payment of the bill is made at any time on the day the service is discontinued.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Sec. 17-1135. - Schedule of fees for disposal of ~~garbage and refuse~~MSW and frequency of collection.

1. *Residential.* A fee as specified in ~~appendix~~Appendix A, ~~comprehensive~~Comprehensive fees-Fees and ~~penalties~~Penalties, shall be paid to the ~~city~~City for the disposal of ~~solid waste~~MSW for every household container (once per-week pickup).
2. ~~Commercial~~*Nonresidential.*
 - a. *[Roll-out and dumpster.]* A fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for every ~~rollout~~rollout and dumpster served by the City.
 - b. *Special event.* To be determined by the ~~sanitation and environment services department director~~Director, depending on size, duration and nature of event.
 - c. ~~Commercial~~*Nonresidential* cardboard recycling service. A fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for ~~commercial nonresidential~~ cardboard recycling service.
3. *Transfer station tipping fee(s).* Tipping fee(s), as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for all

~~solid waste~~MSW delivered to the ~~Century Court~~City owned transfer station for hauling and disposal at landfill locations.

Sec. 17-11~~46~~. - Penalties.

1. Any person violating any of the provisions of this chapter ~~or the conditions of any permit issued hereunder~~ shall be served by the ~~city~~City with written notice stating the nature of the violation and providing up to 10 days ~~time limit~~ for the satisfactory correction thereof. The offender shall, within the time period stated in such notice, permanently cease all violations. Service will be discontinued until such time as the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-11~~46~~(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the ~~city~~City for any expense, loss or damage occasioned by ~~city~~City personnel or equipment by reason of such violation.

~~Secs. 17-115—17-117. [Deleted.]~~

~~These sections were deleted by Ord. No. 2002-31, Dec. 2002.~~

CHAPTER 2. - RECYCLING

Sec. 17-201. - Definitions.

1. *Recyclables.* ~~The term "recyclables," as hereinafter referred to in this chapter, shall include~~ any item approved by the ~~sanitation and environment services department director~~Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, commercial, industrial or residential solid waste, sewage, body wastes, recognizable industrial or medical by-products.

Recyclables may include cardboard, aluminum, tin, steel, newspaper or any other item approved by the ~~sanitation and environment services department d~~Director and Williamson Recycles.

- ~~2. *Hazardous refuse.* The term "hazardous refuse" shall mean any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, infectious, or otherwise harmful.~~

Sec. 17-202. - Responsibility for administration.

1. The ~~sanitation and environment services department director~~Director, or his authorized representative, ~~in conjunction with Williamson Recycles,~~ shall have the authority to make and modify regulations as necessary concerning the placement of recycling collection containers, hours of operation and or such other matters pertaining to the collection, transporting and disposal of recyclable materials; provided that such regulations are not in violation of the provisions of this chapter.

2. The ~~sanitation and environment services department director~~ Director or his authorized representative, shall be responsible for the enforcement of this chapter.
- ~~3.~~ All recyclables shall be collected sufficiently and frequently to prevent the occurrence of nuisance and public health problems. The collection of residential recyclables within the City of Franklin shall be under the jurisdiction of the ~~sanitation and environmental services department~~ Department in conjunction with Williamson Recycles.
- ~~4.3.~~ ~~Williamson Recycles or the City of Franklin Sanitation and Environmental Services Department shall be the only provider of bulk containers for recycling commodities in excess of eight cubic yards within the City of Franklin. All proposed container locations must be reviewed and approved by the sanitation and environment services department director or his designee before containers are placed.~~

Sec. 17-203. - Premises to be kept clean.

All areas where containers are placed are hereby required to be kept in a clean and sanitary condition, ~~free from accumulations of refuse, offal, filth, and trash~~ by the entity that operates and/or services the area.

Sec. 17-204. - Prohibited practices.

1. It shall be unlawful for any person, firm or corporation to dump recyclables in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City of Franklin.
- ~~2. The disposal of recyclables in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or properly approved by the Sanitation and Environmental Services Department of the City of Franklin and Williamson Recycles is expressly prohibited.~~

Sec. 17-205. - Prohibited substances.

1. Substances prohibited from collection and shall not be deposited in recycling containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to ~~city~~ City employees or which could cause damage to ~~city~~ City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste shall be prohibited.
 - e. Infectious waste and hypodermic syringes. Used hypodermic syringes shall not be placed with recyclables for collection by the City of Franklin, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and Demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor,

developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A, Comprehensive Fees and Penalties.

e.g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted with recyclables.

Sec. 17-206. - Penalties.

1. Any person violating any of the provisions of this chapter or the conditions of any permit issued hereunder shall be served by the ~~city~~City with written notice stating the nature of the violation and providing up to ten days ~~time limit~~ for the satisfactory correction thereof. The offender shall, within the time period stated in such notice, permanently cease all violations. Service will be discontinued until such time as the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-11~~76~~(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the ~~city~~City for any expense, loss or damage occasioned by ~~city~~City personnel or equipment by reason of such violation.

APPENDIX A – COMPREHENSIVE FEES AND PENALTIES

CHAPTER 17. - ~~REFUSE AND TRASH~~ MUNICIPAL SOLID WASTE DISPOSAL

<i>Containers—Initial Cost <u>Administrative Setup Fee</u></i>	
Residential— City- approved <u>rollout</u> container	\$75.00 per container
Non-residential— <u>City approved rollout container</u> 90-gallon container	\$75.00 per container
<i>Collection Service Fees</i>	
Residential	
—1st <u>First rollout</u> container	\$17.50 per month (one pick-up/week)
2nd <u>Second</u> and subsequent <u>rollout</u> containers	\$7.50 per month/per container
Non-residential	
<u>First rollout container</u>	\$30.00 per month/per container (one pick-up service/week)
Rollout—Additional pick-up service	\$30.00 per pick-up service
<i><u>Residential and Nonresidential Dumpster Service</u></i>	
Dumpster service	\$110.00 per month/per container (one pick-up service/week)
	\$205.00 per month/per container (two pick-up services/week)

	\$300.00 per month/per container (three pick-up services/week)
	\$395.00 per month/per container (four pick-up services/week)
	\$490.00 per month/per container (five pick-up services/week)
Dumpster service—Customer provides city-approved container	\$95.00 per month/per container (one pick-up service/week)
	\$180.00 per month/per container (two pick-up services/week)
	\$265.00 per month/per container (three pick-up services/week)
	\$350.00 per month/per container (four pick-up services/week)
	\$435.00 per month/per container (five pick-up services/week)
Dumpster—Additional pick-up service	\$95.00 per service
Container delivery truck service	\$50.00 per dumpster/service
<i><u>Special Collection Services</u></i>	
Pick-up service for noncontainerized <u>bulky waste-refuse</u>	\$125.00 per vehicle/per request
Residential remodeling/clean-up dumpster	\$110.00 per service
<i>Special Event</i>	

Collection service	As determined by the sanitation Sanitation and environment Environmental services Services department dDirector
<i>Non-Residential Cardboard Recycling Service</i>	\$65.00 per month (one pick-up service/week)
	\$115.00 per month (two pick-up services/week)
	\$165.00 per month/per container (three pick-up services/week)
	\$215.00 per month/per container (four pick-up services/week)
	\$265.00 per month/per container (five pick-up services/week)
<i>Tipping Fees at Transfer Station</i>	
Class I	\$ 45 55.00 per ton—\$ 20 25.00 minimum
—Class III and IV —(construction and demolition)	\$50.00 per ton—\$25.00 minimum
Public Right of Way Permits/Trash Containers	
—Permit	\$100.00
—Damage surety (cash bond or certified check)	\$1,000.00

RESOLUTION 2017-40

TO BE ENTITLED: "A RESOLUTION OF THE CITY OF FRANKLIN, TENNESSEE RELATING TO ICMA REGARDING PARTICIPATION FOR DESIGNATED EMPLOYEES OF THE CITY

WHEREAS, the City of Franklin has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling to provide reasonable retirement security for its employees, by providing increase flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan be administered by the ICMA Retirement Corporation, and that the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW THEREFORE, BE IT RESOLVED, that the Employer hereby adopts or has previously adopted the deferred compensation plan (the "Plan") in the form of: (Section One)

The ICMA Retirement Corporation Deferred Compensation Plan, attached as Appendix A.

BE IT FURTHER RESOLVED that the Human Resources Director shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the ICMA Retirement Trust; shall cast, on behalf of the Employer, any required votes under the ICMA Retirement Trust; administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the plan.

IT IS SO RESOLVED AND DONE on this _____ day of _____ 2017.

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

457 Governmental Deferred Compensation Plan & Trust



DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated Effective January 1, 2006

Article I. Purpose

The Employer hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended (the "Code").

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

Article II. Definitions

- 2.01 Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 Accounting Date.** Each business day that the New York Stock Exchange is open for trading, as provided in Section 6.06 for valuing the Trust's assets.
- 2.03 Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 75 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 75 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.
- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the Plan Year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons designated by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no beneficiary is designated in the Joinder Agreement, if the Designated Beneficiary predeceases the Participant, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community or marital property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant designates someone other than his or her spouse as Beneficiary. The preceding sentence shall not apply with respect to a Deemed IRA under Article IX.
- 2.06 Deemed IRA.** A separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code, the Income Tax Regulations thereunder, and any other IRS guidance.

- 2.07 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount which the Employer agrees to credit to a Participant's Account.
- 2.08 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.09 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.10 Employer.** _____, which is a political subdivision, agency or instrumentality of the [State/Commonwealth] of _____, described in Section 457(e)(1)(A) of the Code.
- 2.11 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.12 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.13 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.
- 2.14 Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).
- 2.15 Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the 457 Catch-Up Dollar Limitation of Section 5.02(b) hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

- 2.16 Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. For purposes of section 6.11 of the Plan, the term Participant includes an employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.
- 2.17 Percentage Limitation.** 100 percent of the participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.
- 2.18 Plan Year.** The calendar year.
- 2.19 Retirement.** The first date upon which both of the following shall have occurred with respect to a participant: Severance Event and attainment of age 65.
- 2.20 Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.21 Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

- 3.01 Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 Duties of Administrator.** The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

- 4.01 Initial Participation.** An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

- (a) *Catch-up Contributions for Participants Age 50 and Over:* A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
- (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
 - (2) The excess (if any) of
 - (i) The Participant's Includible Compensation for the year, or
 - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) *Last Three Years Catch-up Contribution:* For each of the last three (3) taxable years for a Participant ending before his or her attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
- (1) The 457 Catch-Up Dollar Limitation, or
 - (2) The sum of
 - (i) The Normal Limitation for the taxable year, and
 - (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any Catch-up Dollar Limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections

457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

- 5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.
- 5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable Catch-Up Dollar Limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.
- 5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Article VI. Trust and Investment of Accounts

- 6.01 Investment of Deferred Compensation.** A Trust is hereby created to hold all the assets of the Plan (except Deemed IRA contributions and earnings thereon held pursuant to Article IX) for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee or the Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans the declaration of trust of such commonly collective, or commingled trust fund shall constitute a part of this Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled

or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

- (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment

funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;
- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be made;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be accepted;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one or more separate accounts) for eligible rollover distributions from any eligible retirement plan.
- (b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) *Definitions:*
 - (1) *Eligible Rollover Distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not

include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

- (2) *Eligible Retirement Plan:* An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution.
- (3) *Distributee:* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (4) *Direct Rollover:* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's Retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01.

Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed.

- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01, 7.04 and 7.05, a Participant may elect to have value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options. No payment option may be selected by a Participant under subsections 7.02(a) or (c) unless the amount of any installment is not less than \$100. No payment option may be selected by a Participant under Sections 7.02, 7.04, or 7.05 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

7.05 Post-Retirement Death Benefits.

- (a) Should the Participant die after he or she has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall continue until the Administrator receives notice of the Participant's death. Upon notification of the Participant's death, benefits shall be payable to the Participant's Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.

- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining benefits payable under the payment option applicable to the Beneficiary shall, subject to the requirements set forth in Section 7.04, be paid to an additional beneficiary designated by the Beneficiary. If no additional beneficiary is named, payment shall be made to the Beneficiary's estate in a lump sum.
- (c) In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.06 Pre-Retirement Death Benefits.

- (a) Should the Participant die before he or she has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.
- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.07 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant or Beneficiary may apply to the Employer to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant or Beneficiary shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the participant or beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

7.08 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.09 In-Service Distribution to Participants Age 70½ or Older. A Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account. A Participant may only receive two (2) such distributions pursuant to this Section 7.09 in any calendar year.

7.10 Distribution De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

- (a) *Mandatory Distribution.* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.
- (b) *Voluntary Distribution.* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

- (a) The Employer may elect to make loans available to Participants in this Plan. If the Employer has elected to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article. However, no loans are available from Deemed IRAs.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants on a reasonably equivalent basis.
- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

- (1) \$50,000, reduced by the excess (if any) of
 - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; or
 - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.
- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant's in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, including, but not limited to, the provision of grace periods following an event of default, not inconsistent with the provisions of this Article and Section 72(p) of the Code, and any applicable regulations thereunder.

8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, where repayment cannot be made by payroll deduction, by check, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Deemed IRAs

9.01 General. This Article IX of the Plan reflects section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. This Article IX shall supersede the provisions of the Plan to the extent that those provisions are inconsistent with the provisions of this Article IX.

Effective for Plan Years beginning after December 31, 2002, the Employer may elect to allow Employees to make voluntary employee contributions to a separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder (a "Deemed IRA"). The Plan shall establish a separate account for the designated Deemed IRA contributions of each Employee and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such Deemed IRA.

9.02 Voluntary Employee Contributions. For purposes of this Article, a voluntary employee contribution means any contribution (other than a mandatory contribution within the meaning of Section 411(c)(2) of the Code) that is made by the Employee and which the Employee has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies.

9.03 Deemed IRA Trust Requirements. This Article shall satisfy the trust requirement under Section 408(q) of the Code and the regulations thereto. IRAs established pursuant to this Article shall be held in one or more trusts or custodial accounts (the "Deemed IRA Trusts"), which shall be separate from the Trust established under the Plan to hold contributions other than Deemed IRA contributions. The Deemed IRA Trusts shall satisfy the applicable requirements of Sections 408 and 408A of the Code, which requirements are set forth in section 9.05 and 9.06, respectively, and shall be established with a trustee or custodian meeting the requirements of Section 408(a)(2) of the Code ("Deemed IRA Trustee"). To the extent that the assets of any Deemed IRAs established pursuant to this Article are held in a Deemed IRA Trust satisfying the requirements of this Section 9.03, such Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

9.04 Reporting Duties. The Deemed IRA Trustee shall be subject to the reporting requirements of Section 408(i) of the Code with respect to all Deemed IRAs that are established and maintained under the Plan.

9.05 Deemed Traditional IRA Requirements. Deemed IRAs established in the form of traditional IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed IRA account shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) *Maximum Annual Contributions.*

- (1) Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;
\$4,000 for any taxable year beginning in 2005 through 2007; and
\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living-increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (2) In the case of an Employee who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and
\$1,000 for any taxable year beginning in 2006 and thereafter.

- (3) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

- (c) *Collectibles.* If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

- (d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) *Minimum Required Distributions.*

- (1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6T of the Income Tax Regulations (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than paragraphs (2), (3) and (4) below and Section 9.05(f). The minimum required distributions calculated for this IRA may be withdrawn from another IRA of the Employee in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.
- (2) The entire value of the account of the Employee for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Employee attains age 70½ (the "required beginning date") over the life of such Employee or the lives of such Employee and his or her Beneficiary.
- (3) The amount to be distributed each year, beginning with the calendar year in which the Employee attains age 70½ and continuing through the year of death shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 9.05(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 401(a)(9)-9 of the Income Tax Regulations, using the Employee's age of his or her birthday in the year. However, if the Employee's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Employee, then the distribution period is determined under the Joint

and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages as of the Employee's and spouse's birthdays in the year.

- (4) The required minimum distribution for the year the Employee attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

(f) *Distribution Upon Death.*

- (1) *Death On or After Required Beginning Date.* If the Employee dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Employee's death, or over the period described in paragraph (1)(iii) below if longer.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(iii) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(iii) below, over such period.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (1)(i) or (1)(ii) above, the remaining interest will be distributed over the Employee's remaining life expectancy determined in the year of the Employee's death.
 - (iv) The amount to be distributed each year under paragraph (1)(i), (ii), or (iii), beginning with the calendar year following the calendar year of the Employee's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Employee's age in the year specified in paragraph 1(i), (ii), or (iii) and reduced by 1 for each subsequent year.
- (2) *Death Before Required Beginning Date.* If the Employee dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the

remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

- (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Beneficiary's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(ii) above).
- (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient to be obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.
- (v) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (vi) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her Deemed IRA account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Traditional IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

9.06 Deemed Roth IRA Requirements. Deemed IRAs established in the form of Roth IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed Roth IRA shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.
- (b) *Maximum Annual Contributions.*
 - (1) *Maximum Permissible Amount.* Except in the case of a qualified rollover contribution or recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Employee's Roth IRAs for a taxable year does not exceed

the applicable amount (as defined in (2) below), or the Employee's compensation (as defined in (8) below) if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Employee's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from another IRA other than a Roth IRA (a "nonRoth IRA"). Contributions may be limited under (3) through (5) below.

(2) *Applicable Amount.* The applicable amount is determined under (i) or (ii) below:

- (i) If the Employee is under age 50, the applicable amount is:
 - \$3,000 for any taxable year beginning in 2002 through 2004;
 - \$4,000 for any taxable year beginning in 2005 through 2007; and
 - \$5,000 for any taxable year beginning in 2008 and years thereafter.
- (ii) If the Employee is 50 or older, the applicable amount is:
 - \$3,500 for any taxable year beginning in 2002 through 2004;
 - \$4,500 for any taxable year beginning in 2005;
 - \$5,000 for any taxable year beginning in 2006 through 2007; and
 - \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (2)(i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (3) If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Employee's Roth IRAs for the taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

Filing Status	Modified AGI		
	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widower	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Employee's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and not reduced below \$200.

- (ii) If the Employee makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Employee's Roth IRAs for that taxable year is reduced by the regular contributions made to the Employee's nonRoth IRAs for the taxable year.
- (4) *Qualified Rollover Contribution Limit.* A rollover from a nonRoth IRA cannot be made to this IRA if, for the year the amount is distributed from the nonRoth IRA, (i) the Employee is married and files a separate return, (ii) the Employee is not married and has modified AGI in excess of \$100,000 or (iii) the Employee is married and together the Employee and the Employee's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.
- (5) *SIMPLE IRA Limits.* No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.
- (6) *Recharacterization.* A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (3) above.
- (7) *Modified AGI.* For purposes of (3) and (4) above, an Employee's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").
- (8) *Compensation.* For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Employee's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. In the case of a married Employee filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.
- (c) *Collectibles.* If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

- (d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.
- (e) *Distributions Before Death.* No amount is required to be distributed prior to the death of the Employee for whose benefit the account was originally established.
- (f) *Minimum Required Distributions.*
 - (1) Notwithstanding any provision of this IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations (taking into account Section 408A(c)(5) of the Code) (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than the distribution rules in paragraphs (2), (3) and (4) below.
 - (2) Upon the death of the Employee, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed the end of the calendar year containing the fifth anniversary of the Employee's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2(ii) above).
 - (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.

- (3) The “value” of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (4) If the sole Beneficiary is the Employee’s surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Roth IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant’s Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an “Alternate Payee”). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.2(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant’s Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding.
- (b) *Release from Liability to Participant:* The Employer’s liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for

such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan (other than Deemed IRAs) are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an “eligible deferred compensation plan” under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by Vantage Trust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

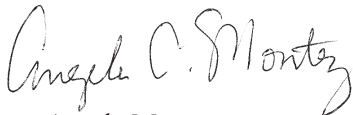
Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

- 1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 - 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
 - 1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 - 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
 - 3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: 

Name: Angela Montez

Title: Assistant Secretary

ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC, member FINRA/SIPC.



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BKT000-014-200902-454

457 Governmental Deferred Compensation Plan & Trust



DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated Effective January 1, 2006

Article I. Purpose

The Employer hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended (the "Code").

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

Article II. Definitions

- 2.01 Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 Accounting Date.** Each business day that the New York Stock Exchange is open for trading, as provided in Section 6.06 for valuing the Trust's assets.
- 2.03 Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 75 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 75 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.
- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the Plan Year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons designated by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no beneficiary is designated in the Joinder Agreement, if the Designated Beneficiary predeceases the Participant, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community or marital property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant designates someone other than his or her spouse as Beneficiary. The preceding sentence shall not apply with respect to a Deemed IRA under Article IX.
- 2.06 Deemed IRA.** A separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code, the Income Tax Regulations thereunder, and any other IRS guidance.

- 2.07 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount which the Employer agrees to credit to a Participant's Account.
- 2.08 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.09 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.10 Employer.** _____, which is a political subdivision, agency or instrumentality of the [State/Commonwealth] of _____, described in Section 457(e)(1)(A) of the Code.
- 2.11 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.12 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.13 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.
- 2.14 Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).
- 2.15 Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the 457 Catch-Up Dollar Limitation of Section 5.02(b) hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

- 2.16 Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. For purposes of section 6.11 of the Plan, the term Participant includes an employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.
- 2.17 Percentage Limitation.** 100 percent of the participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.
- 2.18 Plan Year.** The calendar year.
- 2.19 Retirement.** The first date upon which both of the following shall have occurred with respect to a participant: Severance Event and attainment of age 65.
- 2.20 Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.21 Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

- 3.01 Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 Duties of Administrator.** The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

- 4.01 Initial Participation.** An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

- (a) *Catch-up Contributions for Participants Age 50 and Over:* A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
- (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
 - (2) The excess (if any) of
 - (i) The Participant's Includible Compensation for the year, or
 - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) *Last Three Years Catch-up Contribution:* For each of the last three (3) taxable years for a Participant ending before his or her attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
- (1) The 457 Catch-Up Dollar Limitation, or
 - (2) The sum of
 - (i) The Normal Limitation for the taxable year, and
 - (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any Catch-up Dollar Limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections

457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

- 5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.
- 5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable Catch-Up Dollar Limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.
- 5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Article VI. Trust and Investment of Accounts

- 6.01 Investment of Deferred Compensation.** A Trust is hereby created to hold all the assets of the Plan (except Deemed IRA contributions and earnings thereon held pursuant to Article IX) for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee or the Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans the declaration of trust of such commonly collective, or commingled trust fund shall constitute a part of this Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled

or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

- (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment

funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;
- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be made;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be accepted;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one or more separate accounts) for eligible rollover distributions from any eligible retirement plan.
- (b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) *Definitions:*
 - (1) *Eligible Rollover Distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not

include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

- (2) *Eligible Retirement Plan:* An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution.
- (3) *Distributee:* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (4) *Direct Rollover:* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's Retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01.

Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed.

- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01, 7.04 and 7.05, a Participant may elect to have value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options. No payment option may be selected by a Participant under subsections 7.02(a) or (c) unless the amount of any installment is not less than \$100. No payment option may be selected by a Participant under Sections 7.02, 7.04, or 7.05 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

7.05 Post-Retirement Death Benefits.

- (a) Should the Participant die after he or she has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall continue until the Administrator receives notice of the Participant's death. Upon notification of the Participant's death, benefits shall be payable to the Participant's Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.

- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining benefits payable under the payment option applicable to the Beneficiary shall, subject to the requirements set forth in Section 7.04, be paid to an additional beneficiary designated by the Beneficiary. If no additional beneficiary is named, payment shall be made to the Beneficiary's estate in a lump sum.
- (c) In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.06 Pre-Retirement Death Benefits.

- (a) Should the Participant die before he or she has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.
- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.07 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant or Beneficiary may apply to the Employer to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant or Beneficiary shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the participant or beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 7.07(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

7.08 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.09 In-Service Distribution to Participants Age 70½ or Older. A Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account. A Participant may only receive two (2) such distributions pursuant to this Section 7.09 in any calendar year.

7.10 Distribution De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

- (a) *Mandatory Distribution.* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.
- (b) *Voluntary Distribution.* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
 - (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.10.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

- (a) The Employer may elect to make loans available to Participants in this Plan. If the Employer has elected to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article. However, no loans are available from Deemed IRAs.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants on a reasonably equivalent basis.
- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

- (1) \$50,000, reduced by the excess (if any) of
 - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; or
 - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.
- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant's in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, including, but not limited to, the provision of grace periods following an event of default, not inconsistent with the provisions of this Article and Section 72(p) of the Code, and any applicable regulations thereunder.

8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, where repayment cannot be made by payroll deduction, by check, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Deemed IRAs

9.01 General. This Article IX of the Plan reflects section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. This Article IX shall supersede the provisions of the Plan to the extent that those provisions are inconsistent with the provisions of this Article IX.

Effective for Plan Years beginning after December 31, 2002, the Employer may elect to allow Employees to make voluntary employee contributions to a separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder (a "Deemed IRA"). The Plan shall establish a separate account for the designated Deemed IRA contributions of each Employee and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such Deemed IRA.

9.02 Voluntary Employee Contributions. For purposes of this Article, a voluntary employee contribution means any contribution (other than a mandatory contribution within the meaning of Section 411(c)(2) of the Code) that is made by the Employee and which the Employee has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies.

9.03 Deemed IRA Trust Requirements. This Article shall satisfy the trust requirement under Section 408(q) of the Code and the regulations thereto. IRAs established pursuant to this Article shall be held in one or more trusts or custodial accounts (the "Deemed IRA Trusts"), which shall be separate from the Trust established under the Plan to hold contributions other than Deemed IRA contributions. The Deemed IRA Trusts shall satisfy the applicable requirements of Sections 408 and 408A of the Code, which requirements are set forth in section 9.05 and 9.06, respectively, and shall be established with a trustee or custodian meeting the requirements of Section 408(a)(2) of the Code ("Deemed IRA Trustee"). To the extent that the assets of any Deemed IRAs established pursuant to this Article are held in a Deemed IRA Trust satisfying the requirements of this Section 9.03, such Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

9.04 Reporting Duties. The Deemed IRA Trustee shall be subject to the reporting requirements of Section 408(i) of the Code with respect to all Deemed IRAs that are established and maintained under the Plan.

9.05 Deemed Traditional IRA Requirements. Deemed IRAs established in the form of traditional IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed IRA account shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) *Maximum Annual Contributions.*

- (1) Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;

\$4,000 for any taxable year beginning in 2005 through 2007; and

\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living-increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (2) In the case of an Employee who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and

\$1,000 for any taxable year beginning in 2006 and thereafter.

- (3) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

(c) *Collectibles.* If the Deemed IRA Trust acquires collectibles with within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) *Minimum Required Distributions.*

- (1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6T of the Income Tax Regulations (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than paragraphs (2), (3) and (4) below and Section 9.05(f). The minimum required distributions calculated for this IRA may be withdrawn from another IRA of the Employee in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.
- (2) The entire value of the account of the Employee for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Employee attains age 70½ (the "required beginning date") over the life of such Employee or the lives of such Employee and his or her Beneficiary.
- (3) The amount to be distributed each year, beginning with the calendar year in which the Employee attains age 70½ and continuing through the year of death shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 9.05(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Section 401(a)(9)-9 of the Income Tax Regulations, using the Employee's age of his or her birthday in the year. However, if the Employee's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Employee, then the distribution period is determined under the Joint

and Last Survivor Table in Q&A-3 of Section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages as of the Employee's and spouse's birthdays in the year.

- (4) The required minimum distribution for the year the Employee attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

(f) *Distribution Upon Death.*

- (1) *Death On or After Required Beginning Date.* If the Employee dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Employee's death, or over the period described in paragraph (1)(iii) below if longer.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(iii) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(iii) below, over such period.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (1)(i) or (1)(ii) above, the remaining interest will be distributed over the Employee's remaining life expectancy determined in the year of the Employee's death.
 - (iv) The amount to be distributed each year under paragraph (1)(i), (ii), or (iii), beginning with the calendar year following the calendar year of the Employee's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Employee's age in the year specified in paragraph 1(i), (ii), or (iii) and reduced by 1 for each subsequent year.
- (2) *Death Before Required Beginning Date.* If the Employee dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the

remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

- (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Beneficiary's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(ii) above).
- (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient to be obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.
- (v) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (vi) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her Deemed IRA account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Traditional IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

9.06 Deemed Roth IRA Requirements. Deemed IRAs established in the form of Roth IRAs shall satisfy the following requirements:

- (a) *Exclusive Benefit.* The Deemed Roth IRA shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.
- (b) *Maximum Annual Contributions.*
 - (1) *Maximum Permissible Amount.* Except in the case of a qualified rollover contribution or recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Employee's Roth IRAs for a taxable year does not exceed

the applicable amount (as defined in (2) below), or the Employee's compensation (as defined in (8) below) if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Employee's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from another IRA other than a Roth IRA (a "nonRoth IRA"). Contributions may be limited under (3) through (5) below.

(2) *Applicable Amount.* The applicable amount is determined under (i) or (ii) below:

- (i) If the Employee is under age 50, the applicable amount is:
 - \$3,000 for any taxable year beginning in 2002 through 2004;
 - \$4,000 for any taxable year beginning in 2005 through 2007; and
 - \$5,000 for any taxable year beginning in 2008 and years thereafter.
- (ii) If the Employee is 50 or older, the applicable amount is:
 - \$3,500 for any taxable year beginning in 2002 through 2004;
 - \$4,500 for any taxable year beginning in 2005;
 - \$5,000 for any taxable year beginning in 2006 through 2007; and
 - \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (2)(i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

- (3) If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Employee's Roth IRAs for the taxable year is the smaller amount determined under (i) or (ii).
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

Filing Status	Modified AGI		
	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widower	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Employee's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and not reduced below \$200.

- (ii) If the Employee makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Employee's Roth IRAs for that taxable year is reduced by the regular contributions made to the Employee's nonRoth IRAs for the taxable year.
- (4) *Qualified Rollover Contribution Limit.* A rollover from a nonRoth IRA cannot be made to this IRA if, for the year the amount is distributed from the nonRoth IRA, (i) the Employee is married and files a separate return, (ii) the Employee is not married and has modified AGI in excess of \$100,000 or (iii) the Employee is married and together the Employee and the Employee's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.
- (5) *SIMPLE IRA Limits.* No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.
- (6) *Recharacterization.* A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (3) above.
- (7) *Modified AGI.* For purposes of (3) and (4) above, an Employee's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").
- (8) *Compensation.* For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Employee's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. In the case of a married Employee filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.
- (c) *Collectibles.* If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

- (d) *Life Insurance Contracts.* No part of the Deemed IRA Trust funds will be invested in life insurance contracts.
- (e) *Distributions Before Death.* No amount is required to be distributed prior to the death of the Employee for whose benefit the account was originally established.
- (f) *Minimum Required Distributions.*
 - (1) Notwithstanding any provision of this IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations (taking into account Section 408A(c)(5) of the Code) (or Section 1.401(a)(9)-6 of the Income Tax Regulations, as applicable), rather than the distribution rules in paragraphs (2), (3) and (4) below.
 - (2) Upon the death of the Employee, his or her entire interest will be distributed at least as rapidly as follows:
 - (i) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(iii) below.
 - (ii) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(iii) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(iii) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.
 - (iii) If there is no Beneficiary, or if applicable by operation of paragraph (2)(i) or (2)(ii) above, the entire interest will be distributed the end of the calendar year containing the fifth anniversary of the Employee's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 2(ii) above).
 - (iv) The amount to be distributed each year under paragraph (2)(i) or (ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(i) or (ii) and reduced by 1 for each subsequent year.

- (3) The “value” of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations.
- (4) If the sole Beneficiary is the Employee’s surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (g) *Nonforfeitable.* The interest of an Employee in the balance in his or her account is nonforfeitable at all times.
- (h) *Reporting.* The Deemed IRA Trustee of a Deemed Roth IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
- (i) *Substitution of Deemed IRA Trustee.* If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Section 1.408-2(e) of the Income Tax Regulations and Section 1.408-2T of the Income Tax Regulations.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant’s Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an “Alternate Payee”). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.2(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant’s Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding.
- (b) *Release from Liability to Participant:* The Employer’s liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for

such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan (other than Deemed IRAs) are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an “eligible deferred compensation plan” under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by Vantage Trust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

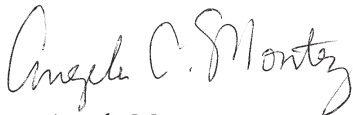
Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

- 1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 - 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
 - 1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 - 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
 - 3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: 

Name: Angela Montez

Title: Assistant Secretary

ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC, member FINRA/SIPC.



**ATTN.: RECORDS MANAGEMENT UNIT
P.O. BOX 96220
WASHINGTON, DC 20090-6220
1-800-669-7400
WWW.ICMARC.ORG
EN ESPAÑOL LLAME AL 1-800-669-8216**

BKT000-014-200902-454

Tabulation of Bids*

Purchasing Office Solicitation No.:		2017-008 (municipal solid waste Transport Services and, optionally, municipal solid waste Transfer Station Operation Services for the City’s municipal solid waste stream that is processed at the City’s Solid Waste Transfer Station)							
Notice to Bidders published in the Williamson Herald on:		4/27/17							
Number of vendors that were notified of / that responded to this solicitation for bids:		7 / 1							
Date and time bids due and publicly opened:		5/23/17 2:00 PM							
Present at opening of bids:		Gerry Burke and Wade Boeckmann of Republic Services; Dawn C. Cole of Waste Management; Pete Reckard of Waste Connections / HCRL; Becky Caldwell of the City of Franklin SES Department; and Natalie Keene and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		7/11/17							
Bids received from:	Does the bid include all required documents and information ?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Sanitary landfills for which bidder quoted pricing for Transport Services:	Quoted bid pricing, per ton, for Transport Services NOT in conjunction with Transfer Station Operation Services:	Quoted bid pricing, per ton, for Transport Services in conjunction WITH (but priced separately from) Transfer Station Operation Services:	Quoted bid pricing, per ton, for Transfer Station Operation Services:	Calculated bid pricing, per ton, for BOTH Transfer Station Operation Services AND Transport Services:	Payment terms:	Bid and bid pricing is valid through:
Mr. Bult's, Inc. (MBI) 2627 E. 139th St. Burnham, IL 60633 Tony Schmidt, President 708/585-3302; 708/243-9820 Tony.Schmidt@MrBults.com	Yes	No / 5 (13.6.9 financial responsibility for excluded waste; 13.6.22 impact on cost of operation resulting from any amended policies and procedures of TDEC or CoF; 13.6.35 invoice frequency; 13.7.2.5 and 13.7.2.12 responsibility for security of facility)	Bi-County Landfill 3212 Dover Road Woodlawn, TN 37191	\$20.79	\$18.20	\$4.85	\$23.05	net 30 days	12/31/17
			Cedar Ridge Landfill 2340 Mooresville Highway Lewisburg, TN 37091	\$10.42	\$8.67		\$13.52		
			Decatur Landfill 324 Landfill Lane Bath Springs, TN 38311	\$25.11	\$22.18		\$27.03		
			Hopkins County Regional Landfill 380 Grays Branch Road White Plains, KY 42464	\$26.50	\$23.46		\$28.31		
			Middlepoint Landfill 850 E. Jefferson Pike Murfreesboro, TN 37130	\$11.03	\$9.23		\$14.08		
			West Camden Landfill 2410 US 70 Camden, TN 38320	\$21.62	\$18.97		\$23.82		

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

*Shaded bid is apparent lowest best bid; however, whether to accept or reject bid is pending consideration of other options

Tabulation of Bids*

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Target meeting of BOMA at which recommendation is scheduled to be considered:	12/12/17									
Bids received from:	Does the bid include all required documents and information ?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Sanitary landfills for which bidder quoted pricing for Transport Services:	Quoted bid pricing, per ton, for Transport Services NOT in conjunction with Transfer Station Operation Services:	Quoted bid pricing, per ton, for Transport Services in conjunction WITH (but priced separately from) Transfer Station Operation Services:	Quoted bid pricing, per ton, for Transfer Station Operation Services:	Calculated bid pricing, per ton, for BOTH Transfer Station Operation Services AND Transport Services:	Payment terms:	Bid and bid pricing is valid through:	
Mr. Bult's, Inc. (MBI) 2627 E. 139th St. Burnham, IL 60633 Tony Schmidt, President 708/585-3302; 708/243-9820 Tony.Schmidt@MrBults.com	Yes	No / 5 (13.6.9 financial responsibility for excluded waste; 13.6.22 impact on cost of operation resulting from any amended policies and procedures of TDEC or CoF; 13.6.35 invoice frequency; 13.7.2.5 and 13.7.2.12 responsibility for security of facility)	Bi-County Landfill 3212 Dover Road Woodlawn, TN 37191	\$20.79	\$18.20	\$4.85	\$23.05	net 30 days	12/31/17	
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¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid; however, City staff recommends the City reject all bids

Tabulation of Bids*

Purchasing Office Solicitation No.:	2017-009 (municipal solid waste sanitary landfill disposal services)							
Notice to Bidders published in the Williamson Herald on:	4/27/17							
Number of vendors that were notified of / that responded to this solicitation for bids:	5 / 3							
Date and time bids due and publicly opened:	5/23/17 2:00 PM							
Present at opening of bids:	Dawn C. Cole of Waste Management; Gerry Burke and Wade Boeckmann of Republic Services; Pete Reckard of Waste Connections / HCRL; Becky Caldwell of the City of Franklin SES Department; and Natalie Keene and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:	7/11/17							
Bids received from:	Landfill:	Does the bid include all required documents?	Does the bid MOES¹?	Quoted bid pricing, per ton, for Sanitary Landfill Disposal Services:	Calculated total delivered pricing, per ton, excluding Transfer Station Operation Services but including Transport Services per 2017-008:	Calculated total delivered pricing, per ton, including both Transfer Station Operation Services and Transport Services per 2017-008:	Payment terms:	Bid and bid pricing is valid through:
BFI Waste Systems of TN, LLC DBA Middle Point Landfill 750 East Jefferson Pike Murfreesboro, TN 37130 John Sakmar, General Manager 615-782-5551 jsakmar@republicservices.com	Middle Point Landfill, Murfreesboro, TN	Yes	No, bidder takes exceptions to City's procurement solicitation	\$25.00	\$36.03	\$39.08	net 30 days	11/01/17
Waste Connections of TN 50 Reynolds Street Clarksville, TN 37040 Pete Reckard, District Manager 270-348-4082 peter@wcnx.org	Hopkins County Regional Landfill, White Plains, KY	Yes	Bidder takes no exceptions	\$20.00	\$46.50	\$48.31	net 30 days	12/31/17
Waste Management, Inc. of TN 2555 Meridian Blvd., Suite 200 Franklin, TN 37067 Dawn C. Cole, Public Sector Rep II 615-717-8185 dcole3@wm.com	Cedar Ridge Landfill, Lewisburg, TN	Yes	No, bidder takes exceptions to City's procurement solicitation	\$22.25	\$32.67	\$35.77	net 30 days	07/31/17

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

*Evaluation of bids is ongoing; whether to accept any bid or to reject all bids is pending consideration of other options

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Present at opening of bids:	Dawn C. Cole of Waste Management; Gerry Burke and Wade Boeckmann of Republic Services; Pete Reckard of Waste Connections / HCRL; Becky Caldwell of the City of Franklin SES Department; and Natalie Keene and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:	7/11/17							
Bids received from:	Landfill:	Does the bid include all required documents?	Does the bid MOES¹?	Quoted bid pricing, per ton, for Sanitary Landfill Disposal Services:	Calculated total delivered pricing, per ton, excluding Transfer Station Operation Services but including Transport Services per 2017-008:	Calculated total delivered pricing, per ton, including both Transfer Station Operation Services and Transport Services per 2017-008:	Payment terms:	Bid and bid pricing is valid through:
BFI Waste Systems of TN, LLC DBA Middle Point Landfill 750 East Jefferson Pike Murfreesboro, TN 37130 John Sakmar, General Manager 615-782-5551 jsakmar@republicservices.com	Middle Point Landfill, Murfreesboro, TN	Yes	No, bidder takes exceptions to City's procurement solicitation	\$25.00	\$36.03	\$39.08	net 30 days	11/01/17
Waste Connections of TN 50 Reynolds Street Clarksville, TN 37040 Pete Reckard, District Manager 270-348-4082 peter@wcnx.org	Hopkins County Regional Landfill, White Plains, KY	Yes	Bidder takes no exceptions	\$20.00	\$46.50	\$48.31	net 30 days	12/31/17
Waste Management, Inc. of TN 2555 Meridian Blvd., Suite 200 Franklin, TN 37067 Dawn C. Cole, Public Sector Rep II 615-717-8185 dcole3@wm.com	Cedar Ridge Landfill, Lewisburg, TN	Yes	No, bidder takes exceptions to City's procurement solicitation	\$22.25	\$32.67	\$35.77	net 30 days	07/31/17

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

*Staff recommendation is to reject all bids

RESOLUTION 2017-44

**A RESOLUTION ADOPTING A POLICY FOR THE USE, MAINTENANCE, AND RETENTION
OF SECURITY VIDEO CAMERAS ON CITY-OWNED PROPERTIES**

WHEREAS, the City of Franklin owns many garages, parking lots, and other facilities; and

WHEREAS, safety and security at these City facilities is of utmost concern; and

WHEREAS, the installation of Video Security Systems will enhance security for the citizens, visitors, and employees of the City of Franklin; and

WHEREAS, the Board of Mayor and Aldermen find that it is in the best interest of the City, and will promote safety and security for City-owned facilities, to install Video Security Systems and adopt a policy for the use, maintenance, and retention of such Video Security Systems.

**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 hereby adopts the City of Franklin Security Video Policy ("Policy"), attached to this Resolution as Exhibit A.

Section 2. Changes or revisions to the Policy hereby adopted may be made by the City Administrator.

Section 3. The Policy shall be effective upon its adoption.

ADOPTED THIS ____ DAY OF _____, 2017

CITY OF FRANKLIN, TENNESSEE

Attest:

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

APPROVED AS TO FORM BY:

Kristen L. Corn, Assistant City Attorney

City of Franklin
Policy for the Use, Maintenance, and Retention of
Security Video Cameras on City-Owned Properties

PURPOSE

The purpose of this policy is to govern the use of the City's Video Security System (VSS) cameras and overt electronic recording. This policy applies to all use of the City's monitoring and/or recording of City-owned garages and parking lots, and other City-owned facilities for safety and security purposes.

SCOPE/BACKGROUND

The City is implementing this method of crime deterrence by strategic placement of Video Security System (VSS) cameras in the City of Franklin.

This policy applies to systems that enable continuous or periodic routine video monitoring on a sustained basis. Legitimate uses of this technology are covered by this policy and applicable state and federal law.

GENERAL PRINCIPLES

The principle objectives of security video monitoring and/or recording in public areas include:

1. Promote a safe environment by preventing/deterring acts of theft, vandalism, harassment, and/or assault.
2. Assist in identification of individuals involved in criminal activity on City owned or managed property.
3. Assist in the safe daily operation of City parks and related facilities.
4. Assist law enforcement agencies in investigating criminal activity.

To assure there is no violation of a person's reasonable expectation of privacy, VSS cameras shall be focused on public areas and the images shall not be used or disseminated improperly. Safeguards will ensure that the technology is not abused.

The City shall comply with all local, federal and state case law applicable to the use of surveillance cameras in public space.

VSS monitoring and/or recording will be conducted in a professional, ethical, and legal manner. Personnel using the VSS camera system will be appropriately trained and supervised in the responsible use of this system. Violations of this policy and procedures may result in disciplinary action and may subject those involved to criminal and/or civil liability under applicable state and federal law.

Information obtained through video monitoring and/or recording will be used exclusively for safety, security, and other legitimate purposes. Information obtained through monitoring and/or recording will only be released in accordance with this policy or as required by law.

VSS monitoring and/or recording of public areas will be conducted in a manner consistent with all City policies, including the Human Resources Manual and other relevant policies. Except for police investigations involving person(s) whose description is known, this policy prohibits monitoring and/or recording based solely on characteristics and classifications (e.g., race, gender, sexual orientation, national origin, disability, etc.).

All recording or monitoring of public areas for security and safety purposes by City authorized cameras is limited exclusively to practices that will not violate the standards of a reasonable expectation of privacy as defined by law.

RESPONSIBILITIES

City of Franklin Information Technology (IT) Department:

The IT Department is the department authorized and responsible to oversee and coordinate the use of public cameras in the City. The IT Department has primary responsibility for ensuring adherence to this policy and for disseminating the policy to persons requesting information on the policy and procedures.

The IT Department is responsible for following new developments in the relevant laws and in security industry practices to ensure that VSS monitoring and/or recording in the City is consistent with high standards and protections.

The IT Department is responsible for reviewing request(s) for installation and or placement of security cameras, developing a recommendation on the request(s), and forwarding that recommendation to the City Administrator. The IT Department will assist in aiming and focusing the cameras during the installation phase and will view and manage data from the cameras.

INSTALLATION APPROVAL

Placement at City facilities or buildings, such as City Hall, other City properties, public parks, open space areas, public streets or other public locations, requires approval by the City Administrator.

When seeking approval, Department Heads will address the following issues and concerns in supporting their request:

1. Objectives for implementing the system.
2. Use of equipment, including:
 - a. Location of cameras.
 - b. Location of equipment.
 - c. Personnel authorized to operate the system.
 - d. Times when monitoring will be in effect (and staffed, if applicable).
3. Other deterrence or detection measures that were considered, and why video monitoring is the best solution.
4. Any specific, verifiable reports of incidents of crime or significant safety concerns that have occurred in the location to be placed under video monitoring.
5. Possible effects of the proposed video monitoring system on personal privacy, if any, and how they will be mitigated.
6. Appropriate consultation with stakeholders, including the public or reasons why this is not necessary.
7. Signage strategy advising the public that video monitoring is occurring.
8. Approach to installing and maintaining the system.
9. Fiscal impact and availability of funding.

OPERATING PROCEDURES

Nothing in this policy is intended to limit the reasonable and legal use of the VSS cameras during exigent circumstances involving matters of public and/or law enforcement safety.

1. The VSS cameras will be managed by IT department personnel. The City Administrator will assign a designee to periodically review video systems to insure they are functioning properly and recording correctly using the proper date/time stamp.
2. VSS cameras shall be used to observe locations that are in public view and where there is no reasonable expectation of privacy. Any view provided by a VSS camera shall be no greater than what is available from the public vantage point.
3. Personnel shall not monitor/record individuals based on characteristics of race, gender, ethnicity, sexual orientation, disability, or classification such as national origin, etc. protected by state and federal laws. Personnel will monitor/record based on suspicious behavior, not individual characteristics. **EXCEPTION:** Police investigations involving person(s) whose description is known.
4. The monitoring equipment will be configured to prevent personnel from tampering or duplicating recorded information without authorization.
5. Personnel shall not disseminate information learned from monitoring VSS public cameras unless such release complies with the law, this policy or other information release laws or policies.

LOCATION AND DIRECTION OF VIDEO MONITORING EQUIPMENT

Permanent, fixed-mounted cameras will not be placed in areas where a reasonable expectation of privacy is standard, such as inside restrooms.

1. Cameras located internally will not be directed to look through windows to areas outside the building, unless necessary to protect external assets, provide for the personal safety of individuals or deter criminal activity from occurring.
2. Cameras will not be directed to look into adjacent, non-City owned buildings.
3. Placement of cameras will also take into consideration physical limitations such as availability of power, cell reception and reasonable mounting facilities.

NOTIFICATION PROCEDURES

1. Clearly written signs will be prominently displayed at the perimeter of video monitoring areas advising the public that video monitoring is occurring.
2. The City will post signage at appropriate locations. Signage will state:

**THIS AREA IS SUBJECT TO SECURITY VIDEO MONITORING
BY THE CITY OF FRANKLIN**

RETENTION, EXTRACTION AND STORAGE PROCEDURES

Recorded video records will be stored as provided by the City's Records Retention Policy, unless retained as part of a criminal investigation or court proceedings (criminal or civil), or other bona fide use as approved by the City Administrator. Images obtained through video camera monitoring/recording must be retained for a length of time deemed appropriate for the lawful purpose of monitoring, but not to exceed 30 days, unless such images need to be retained longer for the final resolution of a case or other bona fide use.

Video recorded images will be stored in a secure location with access by authorized personnel only. Only trained Staff authorized by the City Administrator shall be authorized to extract video from footage from the Internet, computer disk, or drive.

Any video footage extracted for investigation purposes shall be stored in a manner that will exclude access by unauthorized personnel. Video footage, which is evidence, will be processed and stored in the evidence room with access by authorized personnel only.

Records will be securely and permanently disposed of in a manner appropriate to their storage media.

EXCLUSIONS

This policy does not apply to the use of surveillance, or to the conduct of surveillance monitoring or recording by a law enforcement agency engaged in a legitimate criminal investigation.

City of Franklin
Policy for the Use, Maintenance, and Retention of
Security Video Cameras on City-Owned Properties

PURPOSE

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EXCLUSIONS

This policy does not apply to the use of surveillance, or to the conduct of surveillance monitoring or recording by a law enforcement agency engaged in a legitimate criminal investigation.

RESOLUTION 2017-05

**A RESOLUTION TO AMEND THE CITY OF FRANKLIN RECORDS RETENTION POLICY
RELATIVE TO SOCIAL MEDIA AND SECURITY VIDEO RECORDINGS**

WHEREAS, on September 13, 2005, the Board of Mayor and Aldermen of the City of Franklin ("Board") adopted a Resolution Providing for the Retention, Maintenance, Preservation, Protection and Scheduled Destruction of Records; and

WHEREAS, as its policy for required records retention timeframes, the Board adopted "Records Management for Municipal Governments...a reference guide for city officials and municipal records custodians" ("Policy"), a Municipal Technical Advisory Services ("MTAS") publication; and

WHEREAS, the City is an active participant in social media networking by way of third-party websites such as, but not limited to, Facebook, Twitter and Nixle; and

WHEREAS, the City has security cameras in garages and other City-owned properties; and

WHEREAS, the Policy does not provide a retention schedule for public records that may be created by the use of social media or by security cameras; and

WHEREAS, it would place a burden on City staff and resources to retain these records for an extended period of time; and

WHEREAS, the Board of Mayor and Aldermen find that it is in the best interest of the City, and will promote more efficient operations and better use of City resources, to amend the Policy to acknowledge social media and security video recordings as "temporary records," thereby placing a period of 120 days on social media records and 30 days on security video recordings on the City to retain these records.

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

Section 1. The City of Franklin's records retention Policy is modified to add two new subsections addressing Social Media Records and Security Video Recordings as is shown in Exhibit A, which is attached to this Resolution and incorporated as if stated fully herein.

Section 2. This Resolution shall be effective upon its adoption and shall survive any subsequent modification made by MTAS to the Policy relative to Social Media and Security Video Recordings.

ADOPTED THIS ____ DAY OF _____, 2017.

CITY OF FRANKLIN, TENNESSEE

Attest:

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

APPROVED AS TO FORM BY:

Kristen L. Corn, Assistant City Attorney



I. General Administration *(cont'd)*

DESCRIPTION OF RECORD	RETENTION PERIOD	LEGAL AUTHORITY/RATIONALE
I-27. Reports of City Officials, Departments, Commissions, and Committees. Reports submitted to the municipal legislative body containing data on finances, work performed, plans, personnel, etc. Some reports submitted annually at the end of the fiscal year. These reports should be recorded in the municipal legislative body's minutes.	If reports are not recorded in legislative body's minutes, preserve permanently one copy of annual reports, or if there is no annual report, preserve permanently one copy of all monthly, quarterly, or semiannual reports.	The city recorder's office serves as a repository of these reports, which constitute a historical record of the operation of the various offices, departments, and committees of the city.
I-28. Settlement Agreements. Instruments evidencing the settlement of claims against the city.	Retain 7 years after the terms of the agreement have been met.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
I-29. Social Media Records. Records created by the City's use of third-party social media sites such as, but not limited to Facebook, Twitter, and Nixle.	Retained by the City for 120 days.	Temporary records; sites housing records are not owned or maintained by the City.
I-30. Surveillance Records. Records created by surveillance video in garages and other City-owned properties.	Retained by the City for 30 days.	Temporary records.

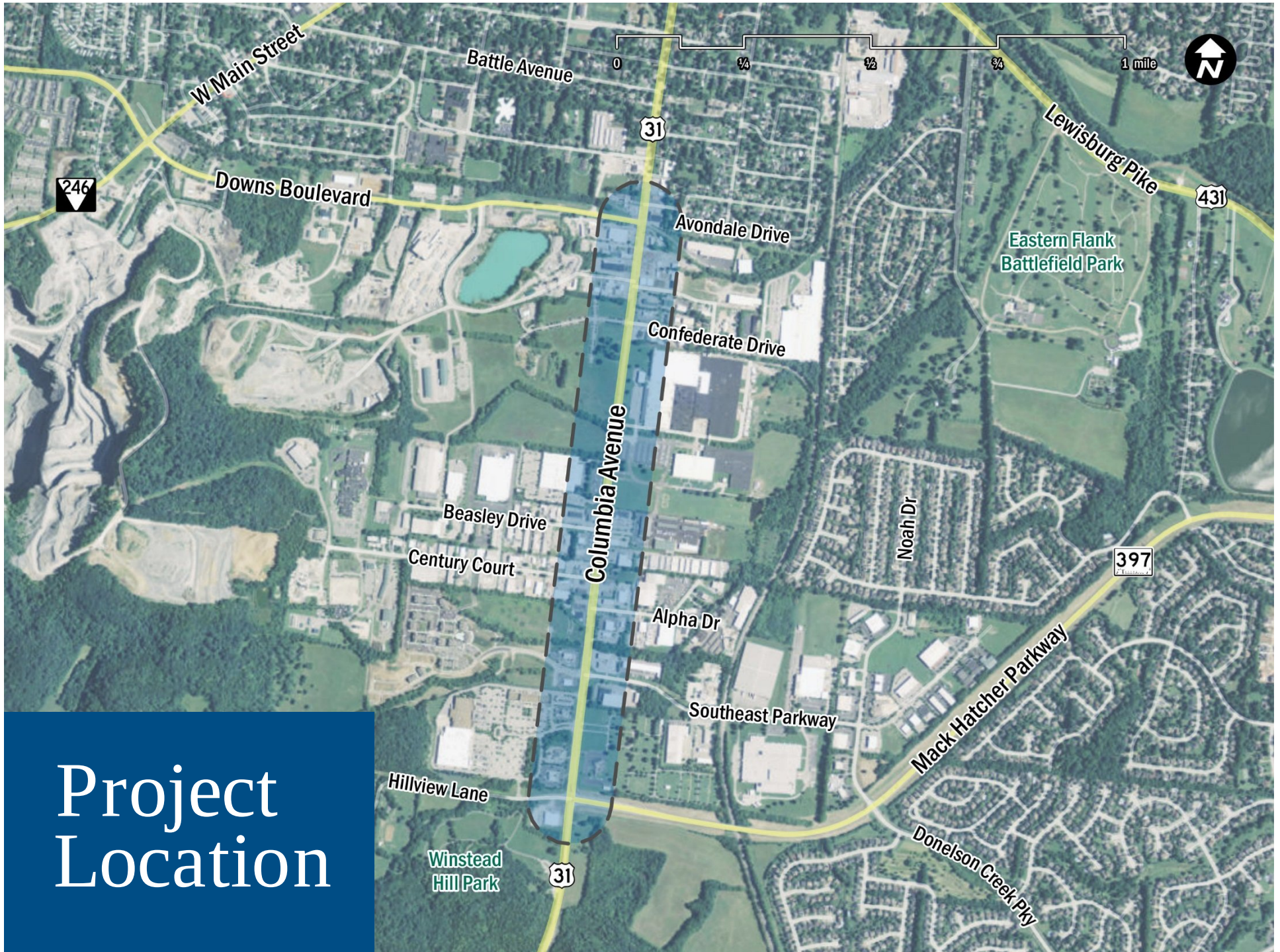
CITY OF FRANKLIN, TENNESSEE

Columbia Avenue

Widening & Improvements Project

BOMA Work Session | July 11, 2017





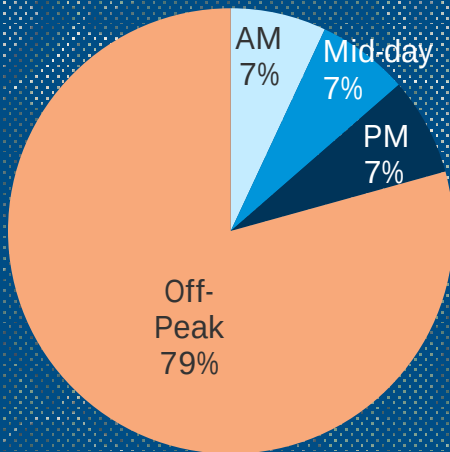
Project Location



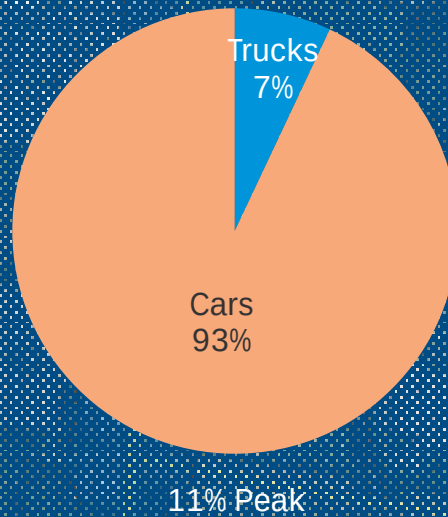
Regional Context

May 2016
18,900
vehicles/day

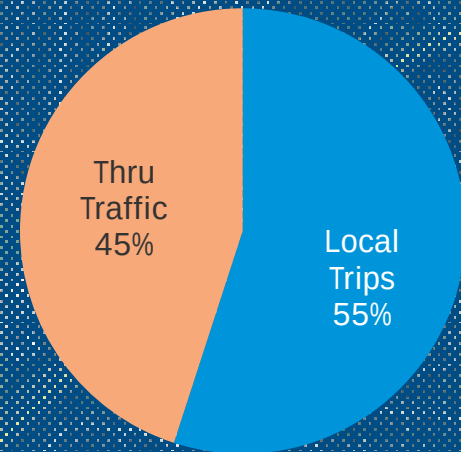
DAILY
TRAFFIC



TRAFFIC
COMPOSITION



TRAFFIC
TYPE



April 2016 travel time

from Battle Avenue to
Winstead Elementary School,
in minutes.

3:10

with no traffic

5:10

average day

10:20

longest recorded

Future Growth

2016

EXISTING
CONDITIONS

based on data from City and
TDOT count stations

18,900
vehicles/day

2021

BUILD
YEAR

forecast conditions at
project completion

19,800
vehicles/day

2041

DESIGN
YEAR

improvements are designed to
accommodate 20 years of growth

25,400
vehicles/day

3

components of
comparison

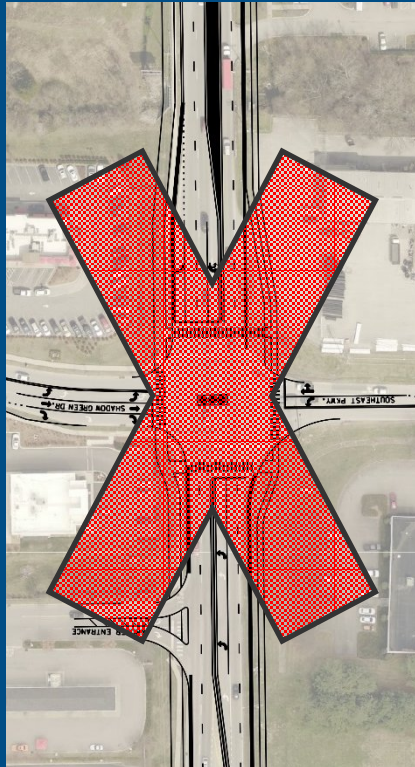
Operations

Safety

Physical
Impact

Corridor Concepts

Example: Columbia Avenue at Southeast Parkway



Four-Lane Median Divided Concept

with center median
and left-turn lanes



Five-Lane Signalized Concept

with continuous
two-way, left-turn lane

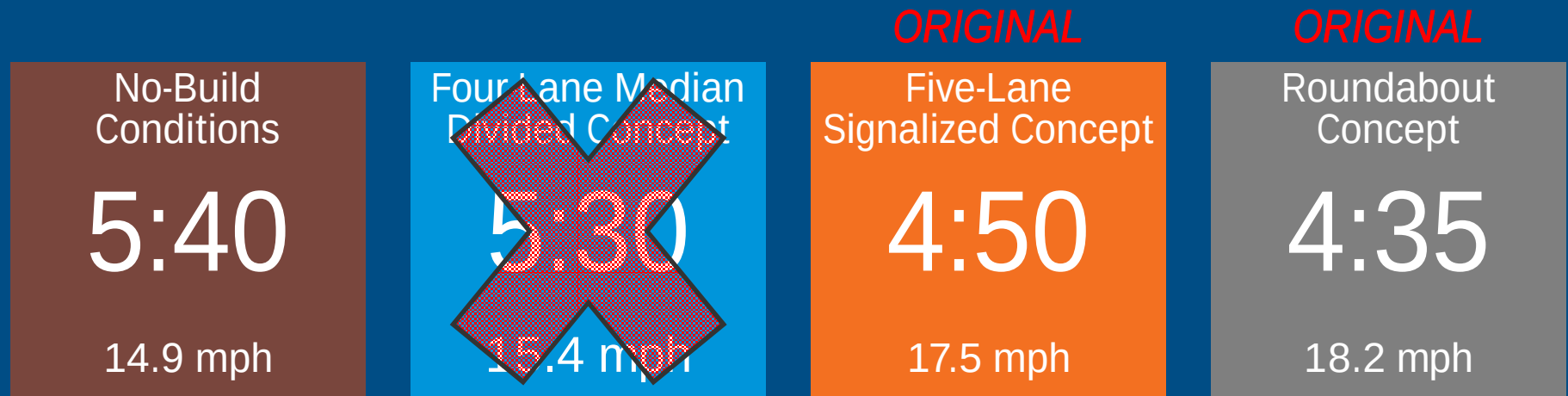


Roundabout Concept

with 4-foot
center median

Operations

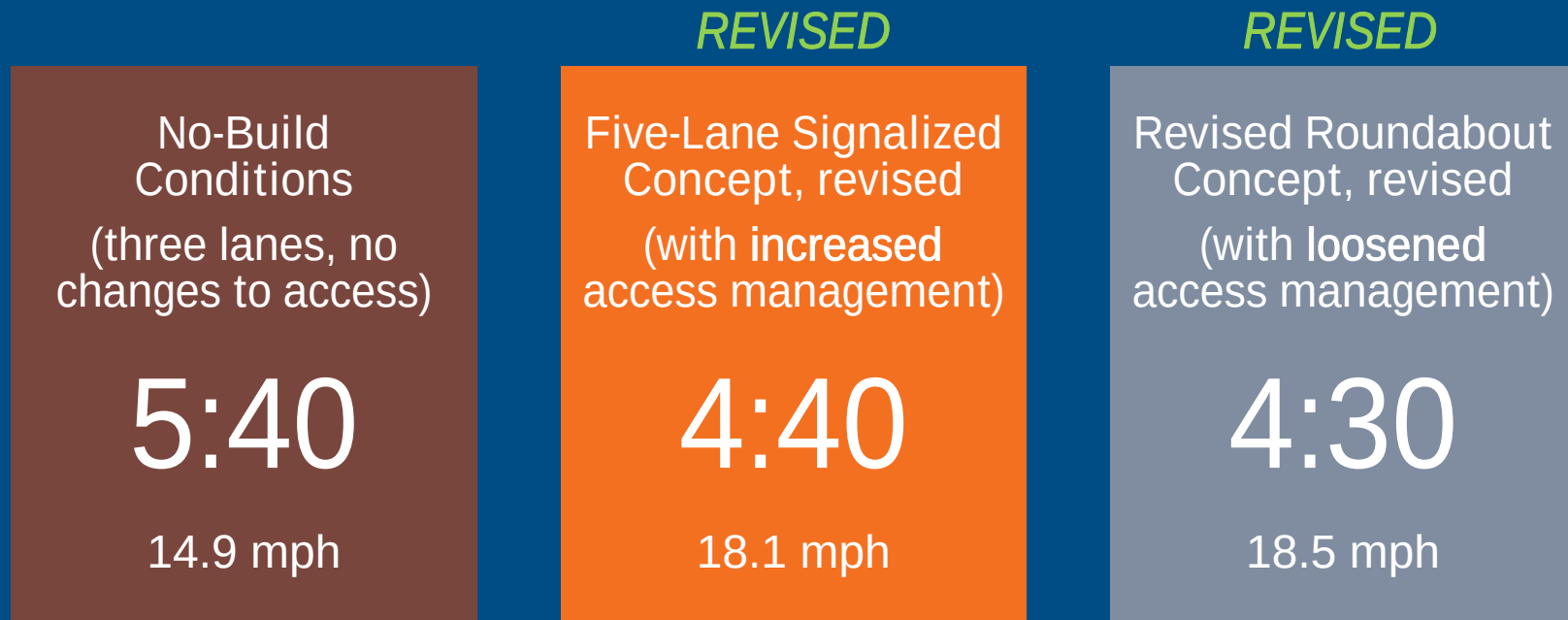
Anticipated Travel Time and Average Speed, 2041 Volumes (Columbia Avenue)



NOTE: Average travel time of Northbound and Southbound traffic for the four (4) study peak hours (i.e. AM + Midday + PM + busiest hour on Saturday)

Operations

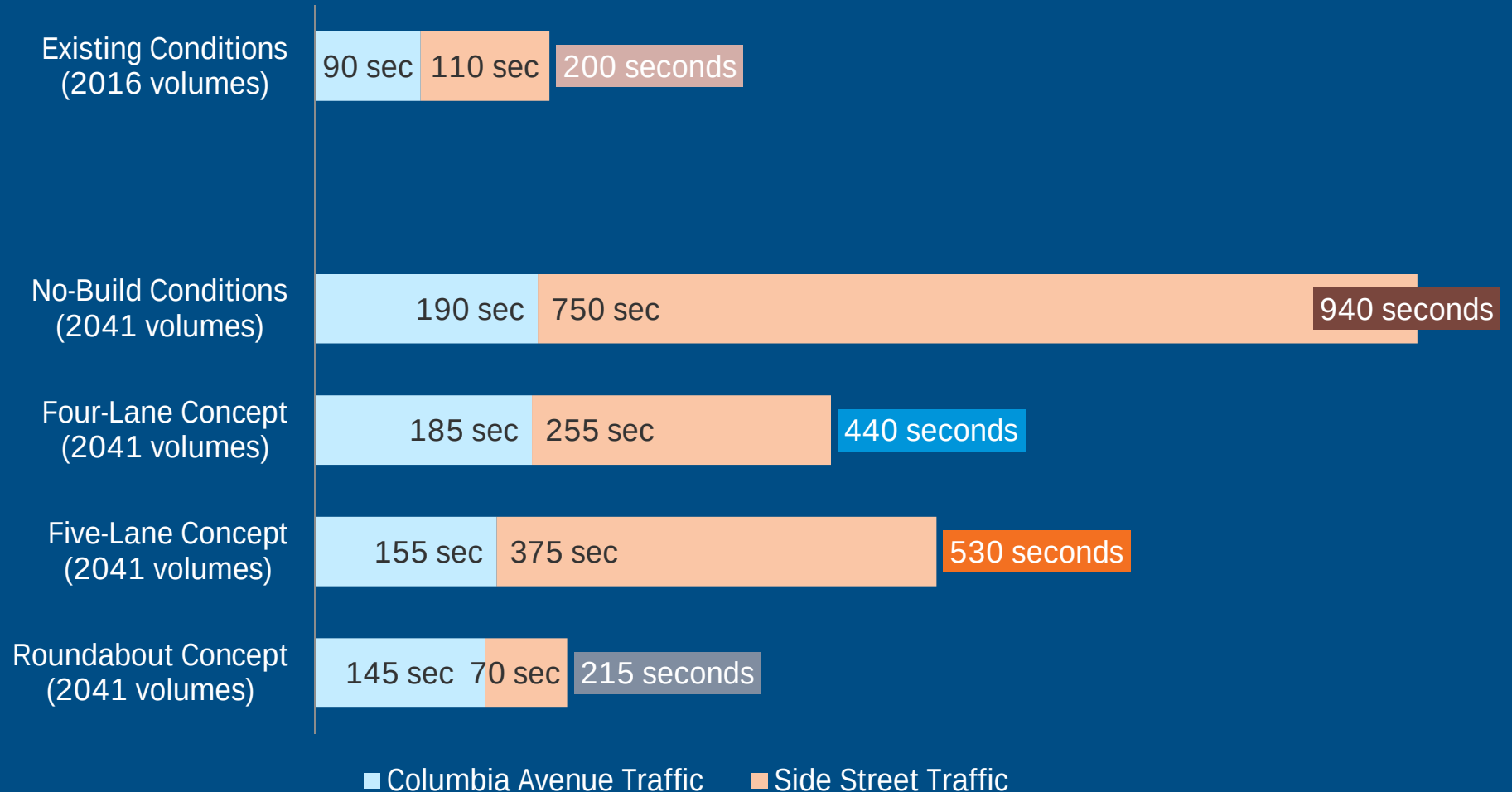
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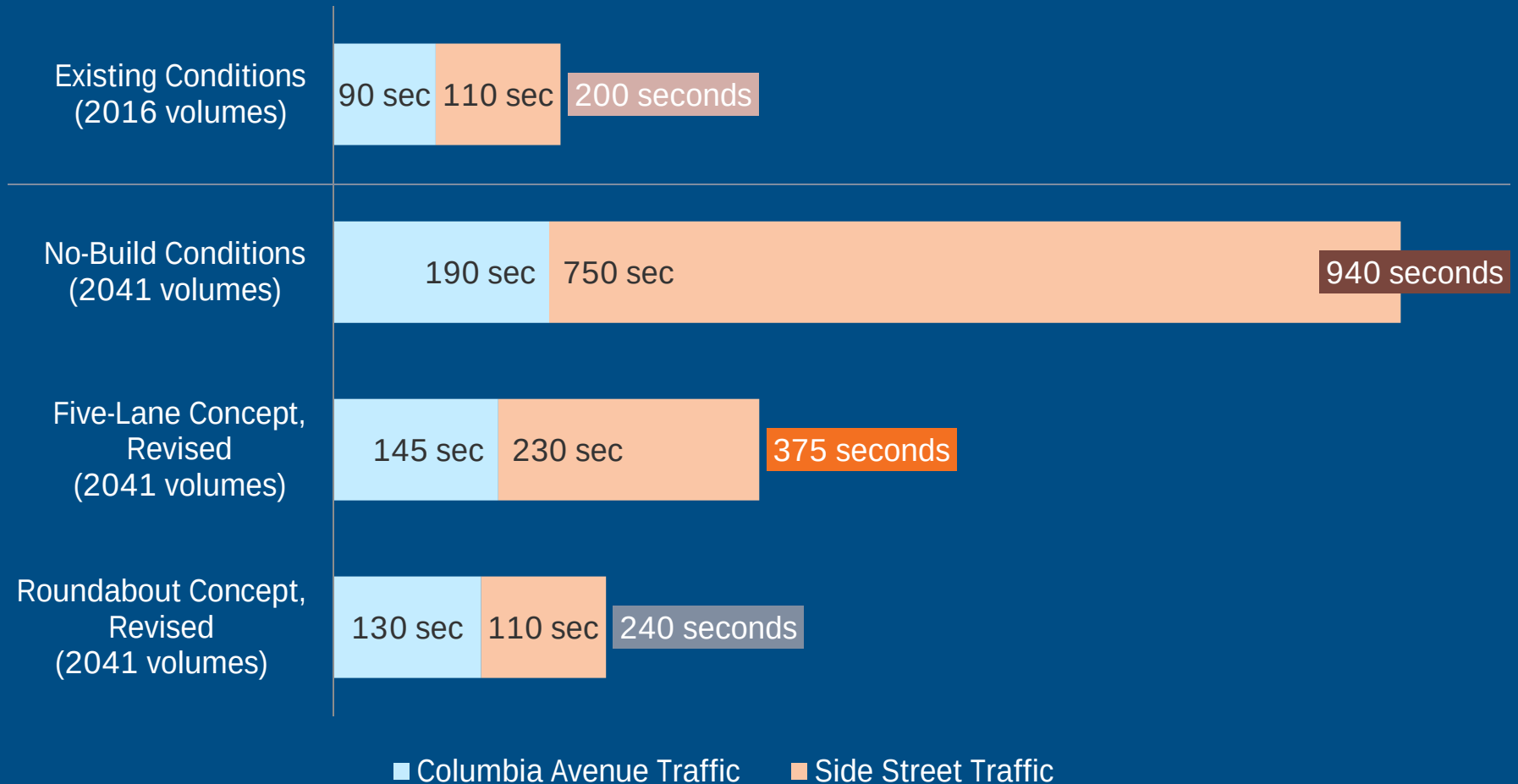
Operations

Corridor Delay for *Original* Concepts



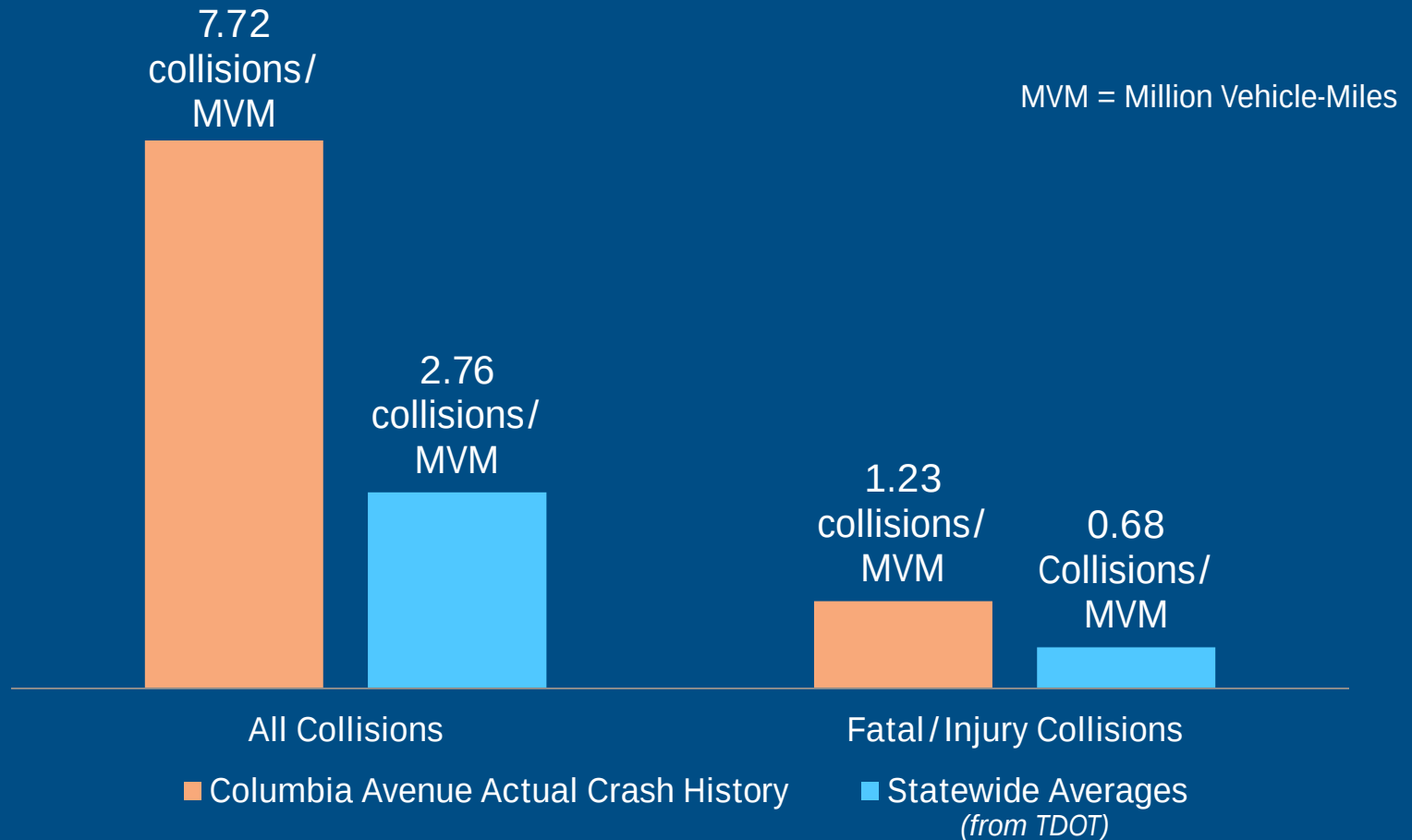
Operations

Corridor Delay for Revised Concepts



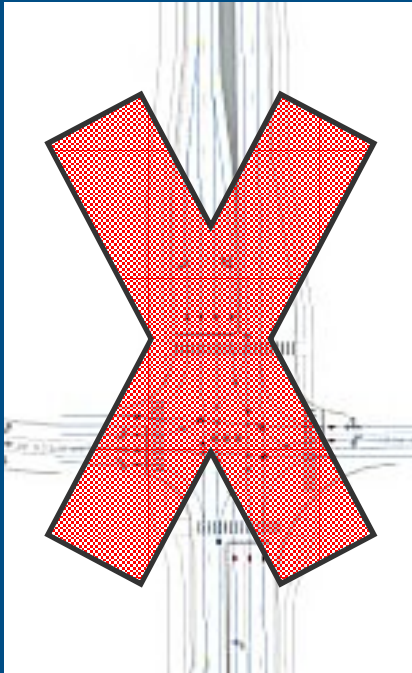
Safety

Collision Data (2013–2016)



Safety

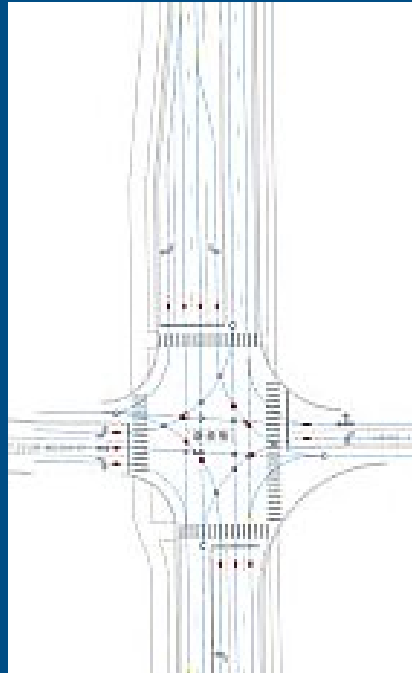
Conflict Points for *Original* Concepts



Four-Lane Median
Divided Concept

340

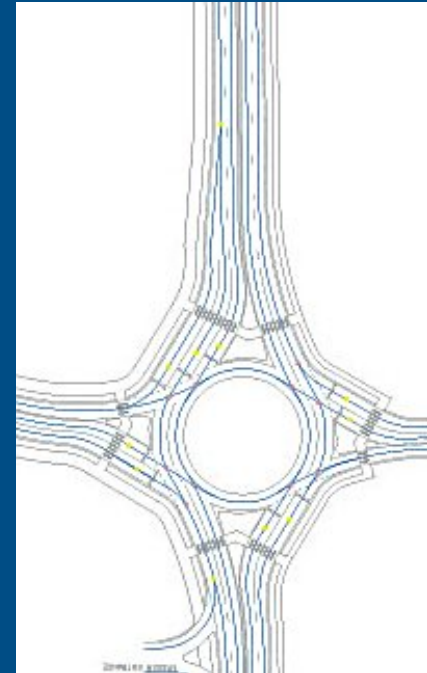
conflict points



Five-Lane
Signalized Concept

583

conflict points
(377 with access mgmt)



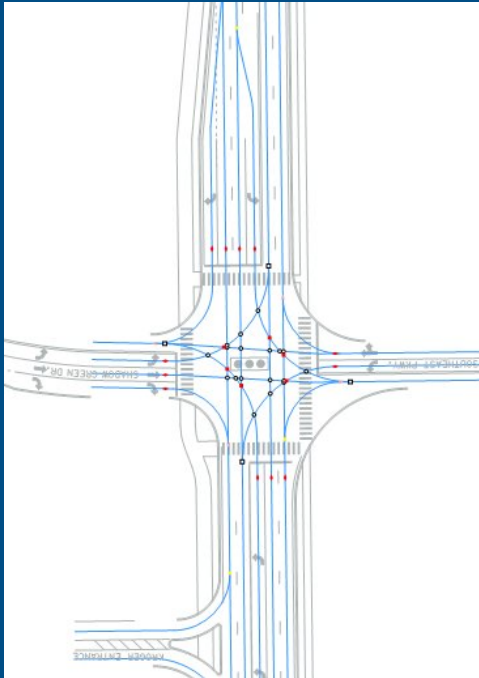
Roundabout
Concept

243

conflict points

Safety

Conflict Points for Revised Concepts



Five-Lane Signalized
Concept, revised

385

conflict points



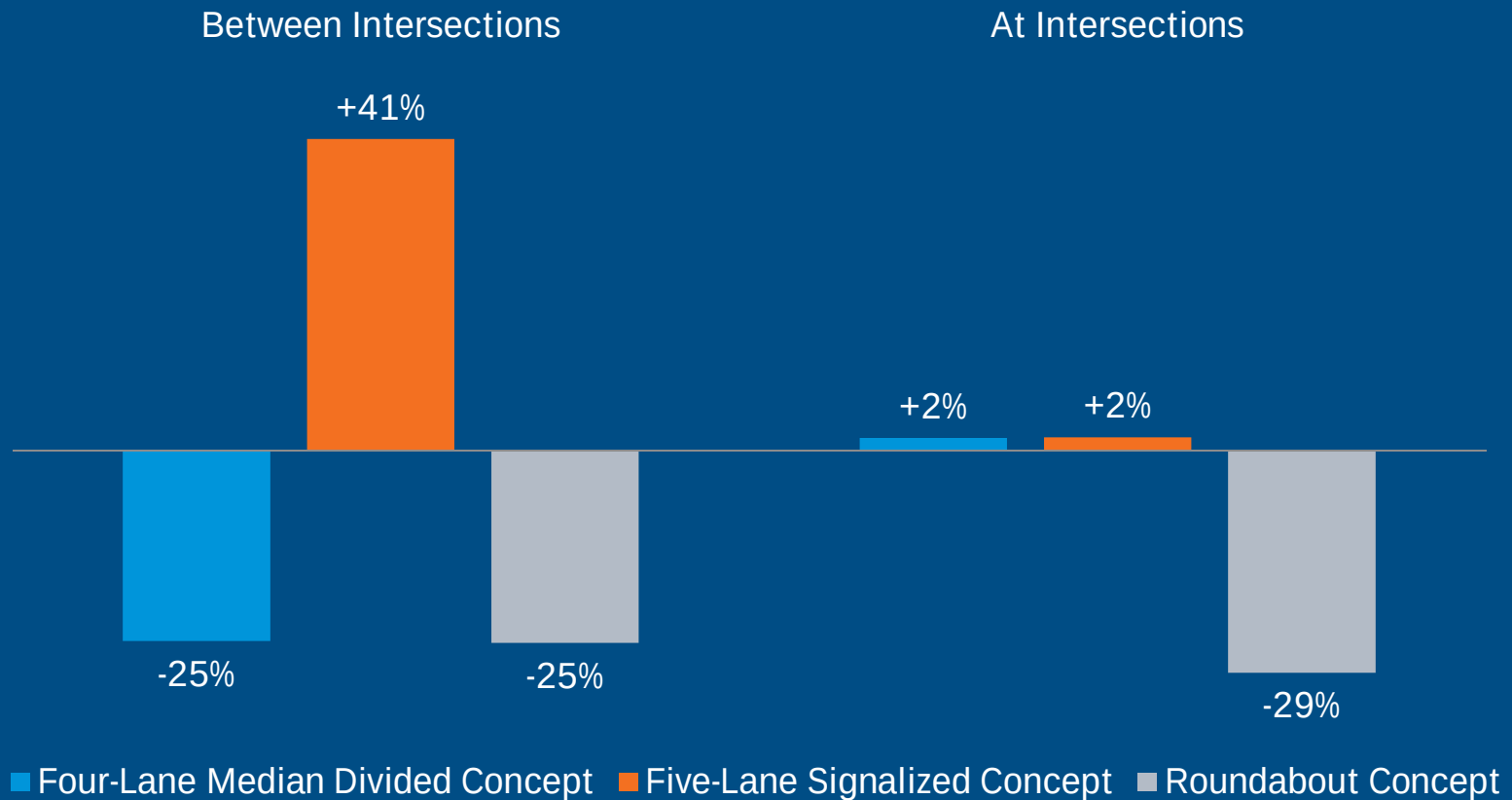
Roundabout
Concept, revised

258

conflict points

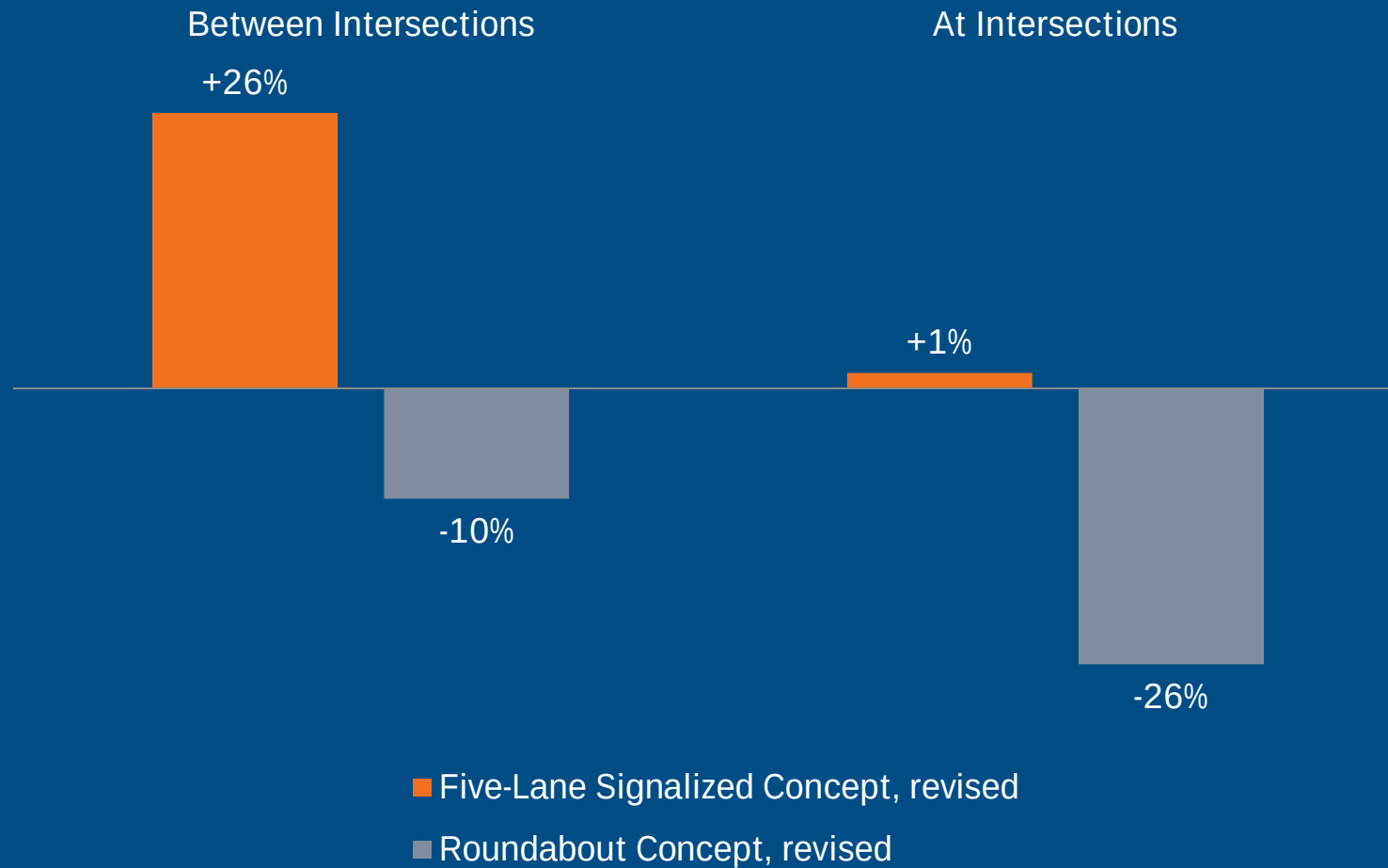
Safety

2041 Anticipated Change in Traffic Collisions for Original Concepts



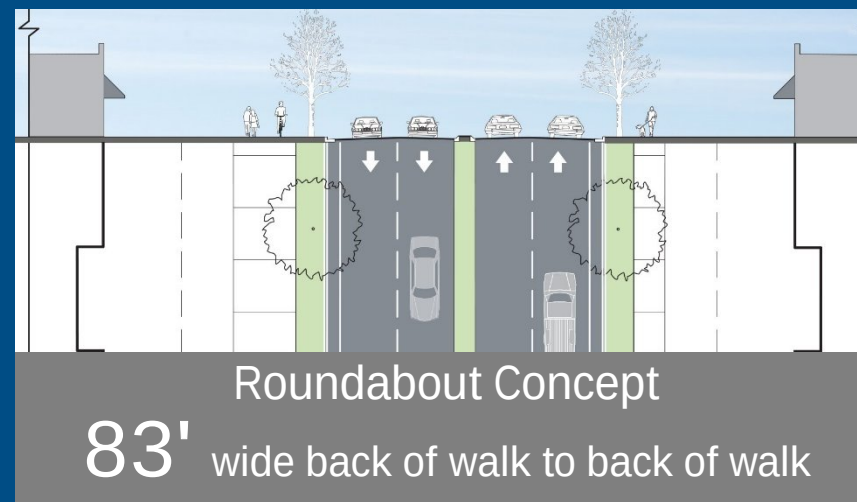
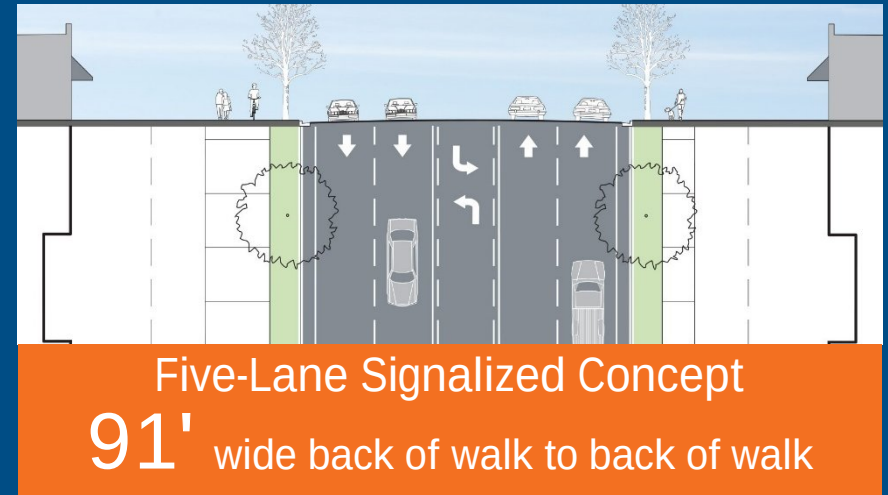
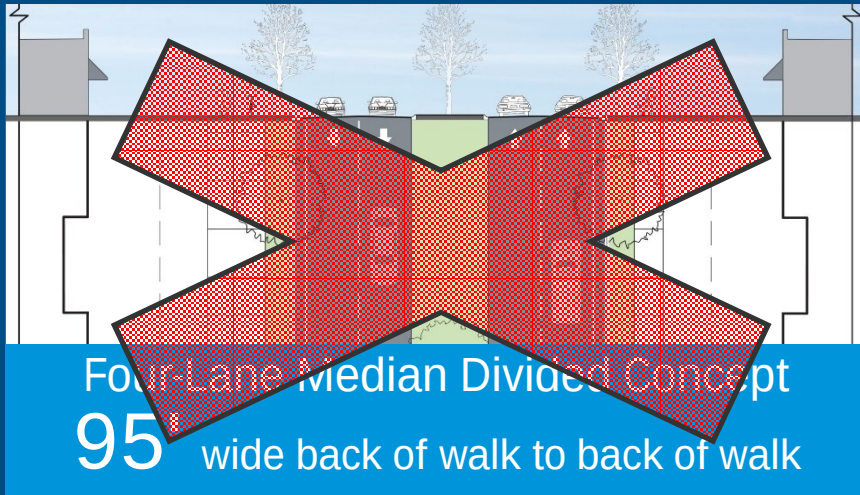
Safety

2041 Anticipated Change in Traffic Collisions for Revised Concepts

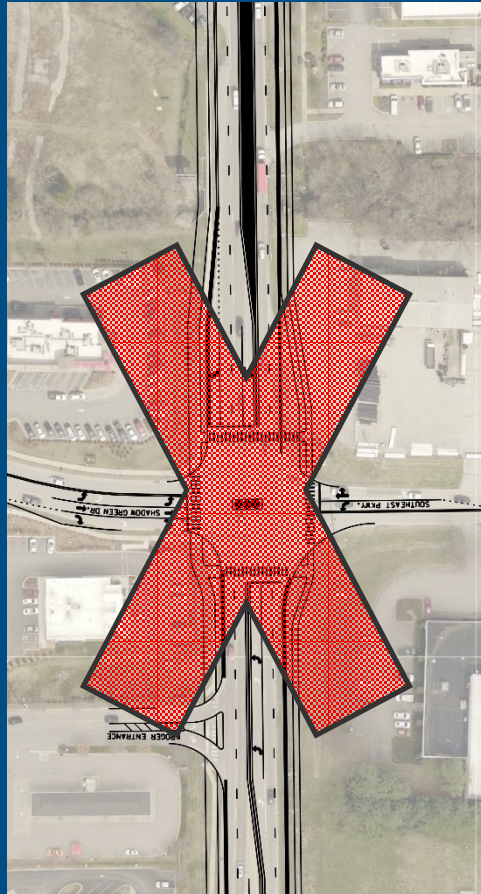


Physical Impact

Typical Sections



Physical Impact



Four-Lane Median
Divided Concept



Five-Lane Signalized
Concept



Roundabout
Concept

Data Summary

<i>ORIGINAL CONCEPTS</i>		Four-Lane Median Divided Concept	Five-Lane Signalized Concept	Roundabout Concept
Operational Performance	Thru Traffic Delay	185 sec/veh	155 sec/veh	145 sec/veh
	Side Street Delay	255 sec/veh	375 sec/veh	70 sec/veh
	Average Travel Time	5:30	4:50	4:35
Safety Performance	Between Intersections	-25% fewer collisions	+41% more collisions	-25% fewer collisions
	At Intersections	+2% more collisions	+2% more collisions	-29% fewer collisions
Physical Impact	Between Intersections	95' total width	91' total width	83' total width
	At Intersections	AVERAGE footprint	AVERAGE footprint	INCREASED footprint

Data Summary

<i>REVISED CONCEPTS</i>		Five-Lane Signalized Concept, revised (with increased access management)	Roundabout Concept, revised (with loosened access management)
Operational Performance	Thru Traffic Delay	145 (sec/veh)	130 (sec/veh)
	Side Street Delay	230 (sec/veh)	110 (sec/veh)
	Average Travel Time	4:40	4:35
Safety Performance	Between Intersections	+26% (more collisions)	-10% (fewer collisions)
	At Intersections	+1% (more collisions)	-26% (fewer collisions)
Physical Impact	Between Intersections	91' total width	83' total width
	At Intersections	AVERAGE footprint	INCREASED footprint

next step

BOMA selects
preferred concept
to bring forward to
detailed design.

— CITY OF FRANKLIN, TENNESSEE —

Columbia Avenue

Widening & Improvements Project

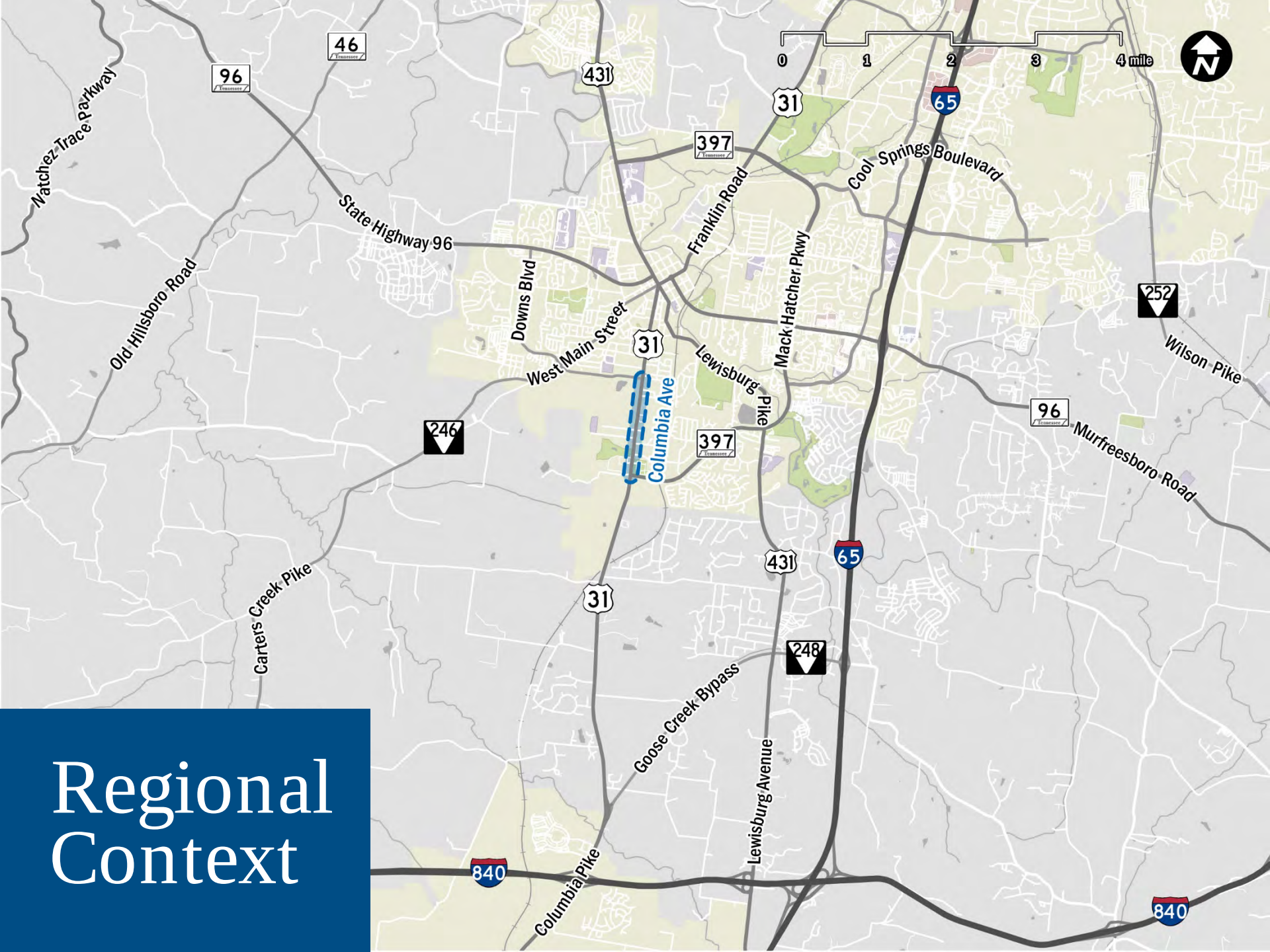
BOMA Work Session | July 11, 2017





Project Location

Regional Context

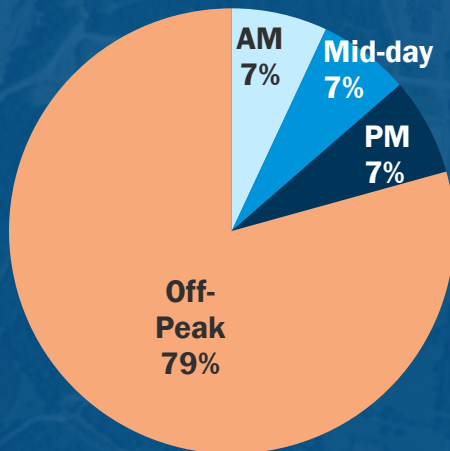


May 2016

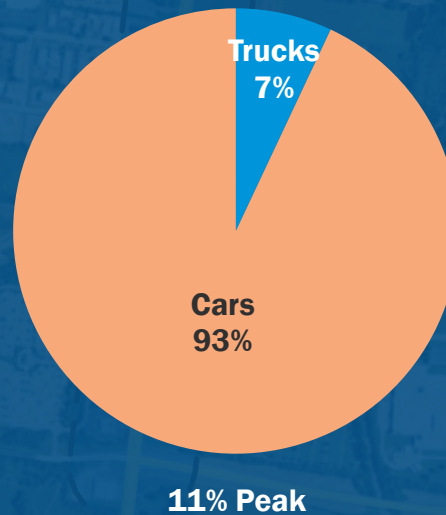
18,900

vehicles/day

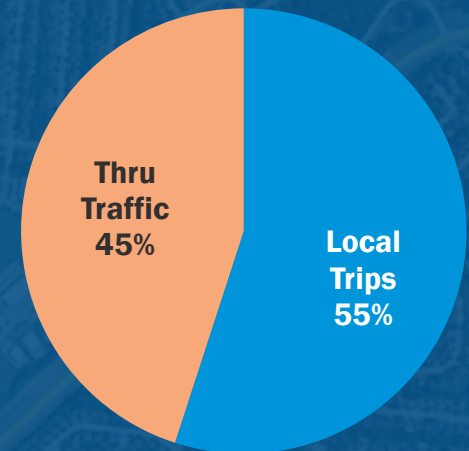
DAILY
TRAFFIC



TRAFFIC
COMPOSITION



TRAFFIC
TYPE



April 2016 travel time

from Battle Avenue to
Winstead Elementary School,
in minutes.

3:10

with no traffic

5:10

average day

10:20

longest recorded

Future Growth

2016

EXISTING
CONDITIONS

based on data from City and
TDOT count stations

18,900

vehicles/day

2021

BUILD
YEAR

forecast conditions at
project completion

19,800

vehicles/day

2041

DESIGN
YEAR

improvements are designed to
accommodate 20 years of growth

25,400

vehicles/day

3

components of
comparison

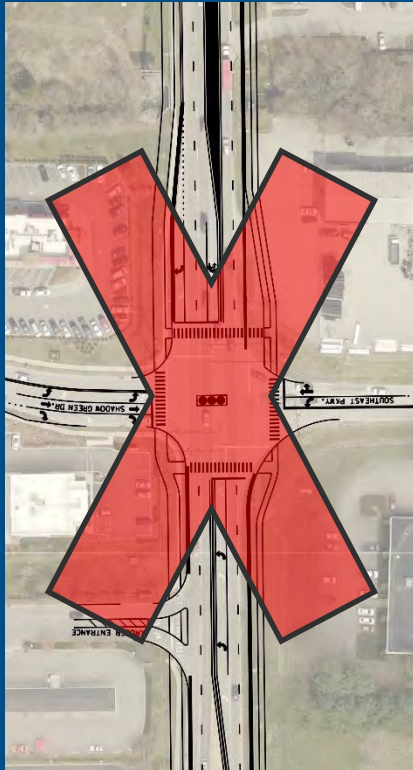
Operations

Safety

Physical
Impact

Corridor Concepts

Example: Columbia Avenue at Southeast Parkway



Four-Lane Median Divided Concept

with center median
and left-turn lanes



Five-Lane Signalized Concept

with continuous
two-way, left-turn lane

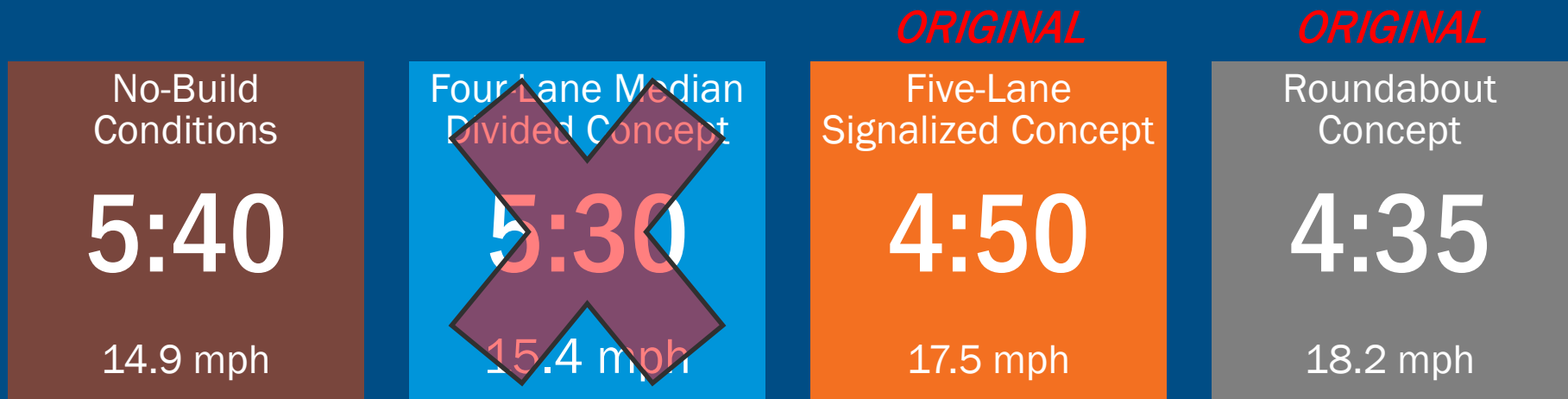


Roundabout Concept

with 4-foot
center median

Operations

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



NOTE: Average travel time of Northbound and Southbound traffic for the four (4) study peak hours (i.e. AM + Midday + PM + busiest hour on Saturday)

Operations

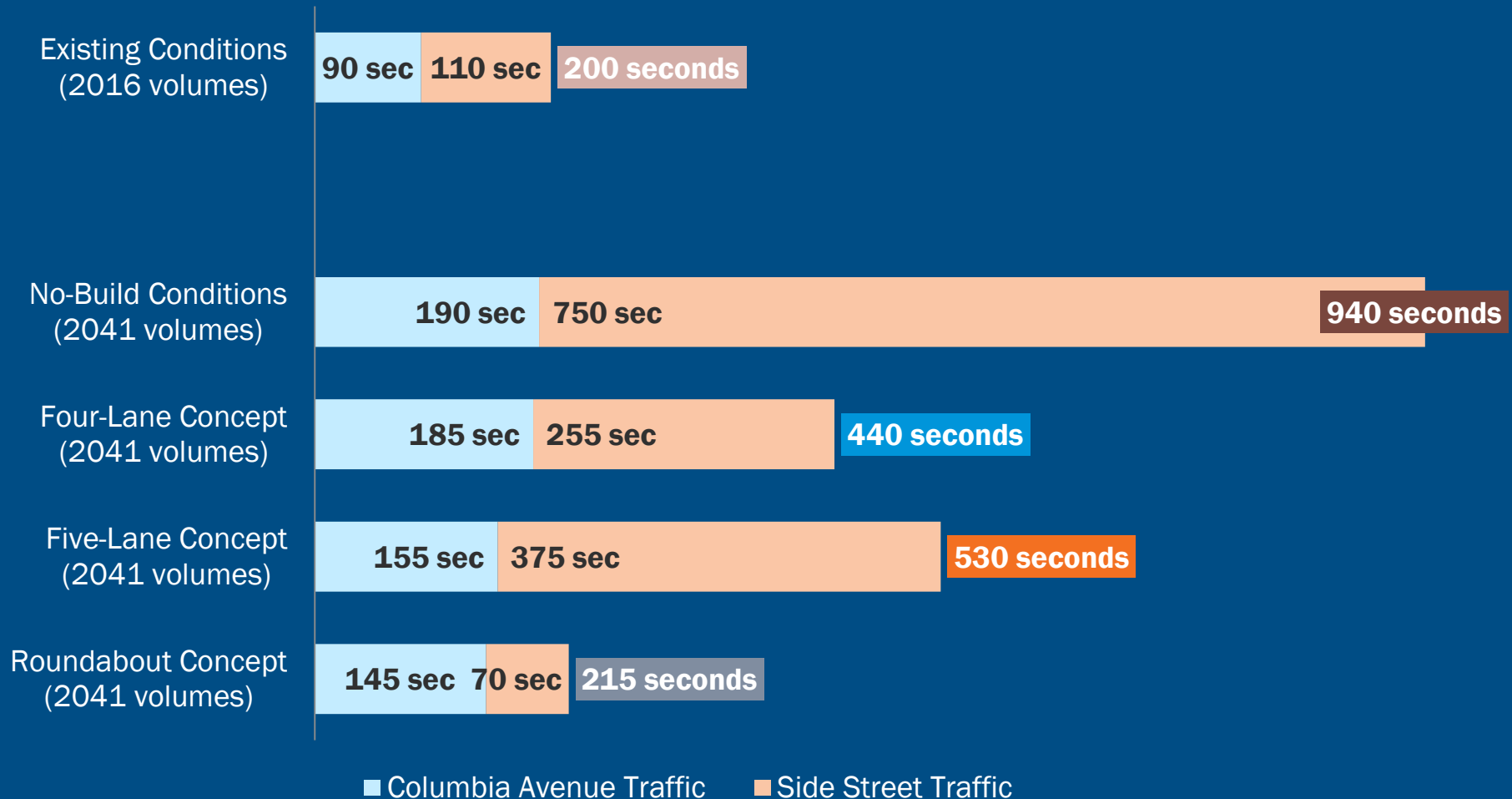
Anticipated Travel Time and Average Speed, 2041 Volumes (Columbia Avenue)



NOTE: Average travel time of Northbound and Southbound traffic for the four (4) study peak hours (i.e. AM + Midday + PM + busiest hour on Saturday)

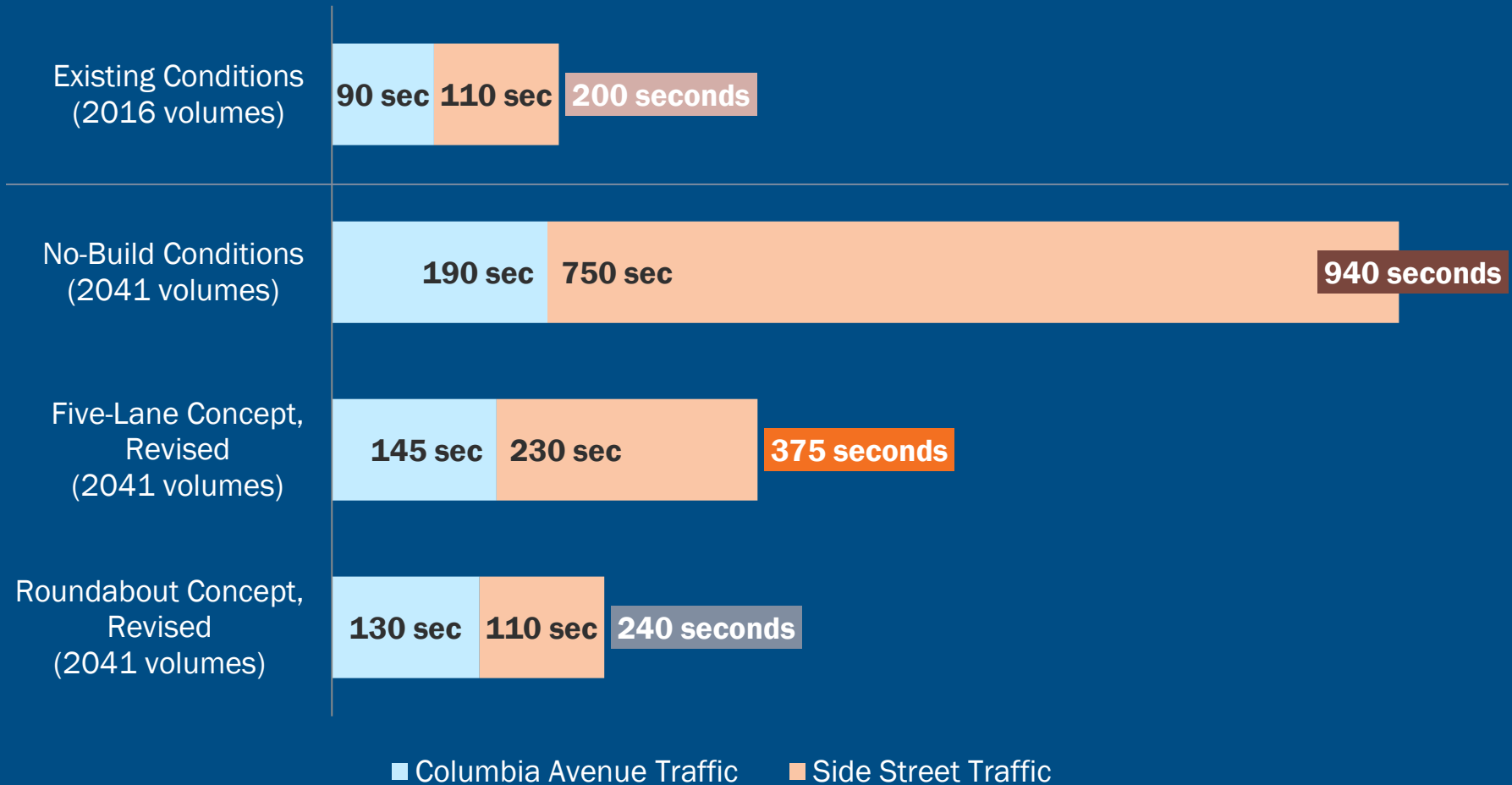
Operations

Corridor Delay for Original Concepts



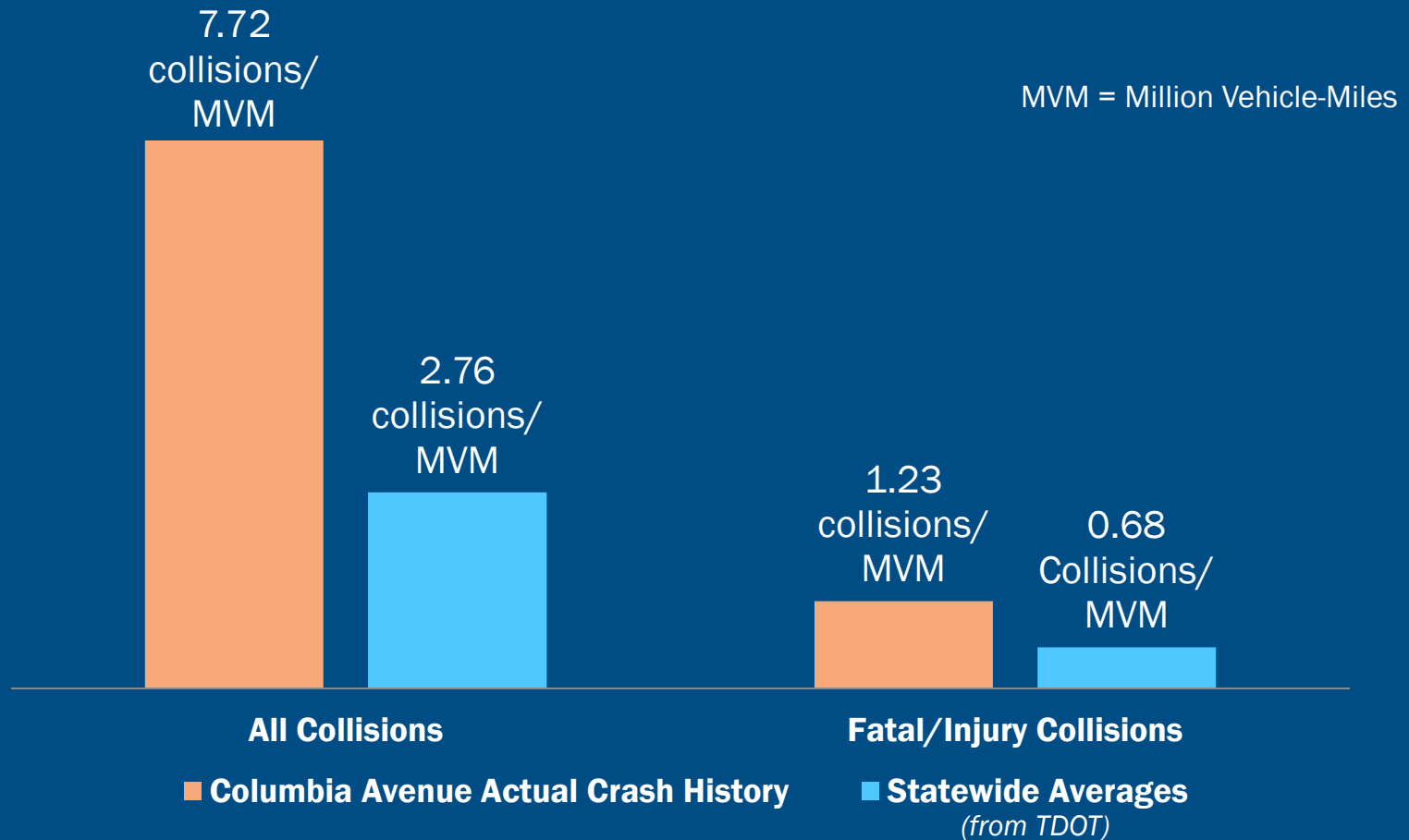
Operations

Corridor Delay for Revised Concepts



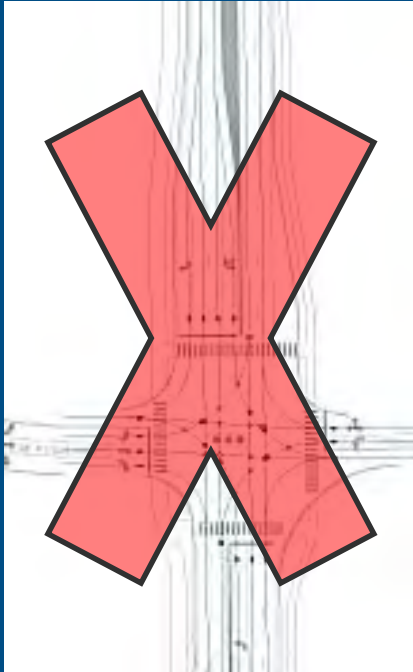
Safety

Collision Data (2013–2016)



Safety

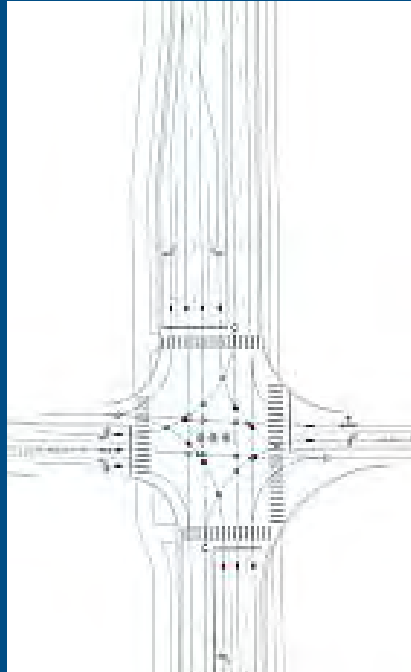
Conflict Points for *Original* Concepts



Four-Lane Median
Divided Concept

340

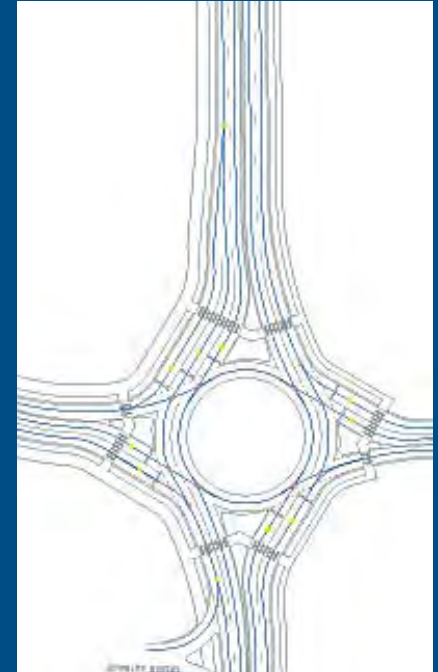
conflict points



Five-Lane
Signalized Concept

583

conflict points
(377 with access mgmt)



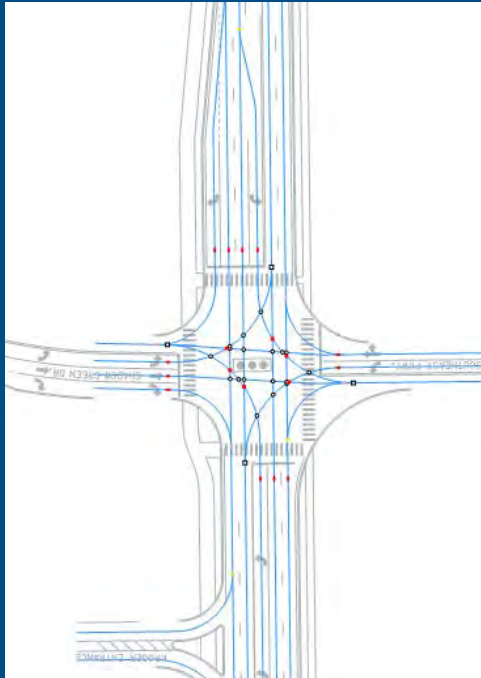
Roundabout
Concept

243

conflict points

Safety

Conflict Points for Revised Concepts



Five-Lane Signalized
Concept, revised

385

conflict points



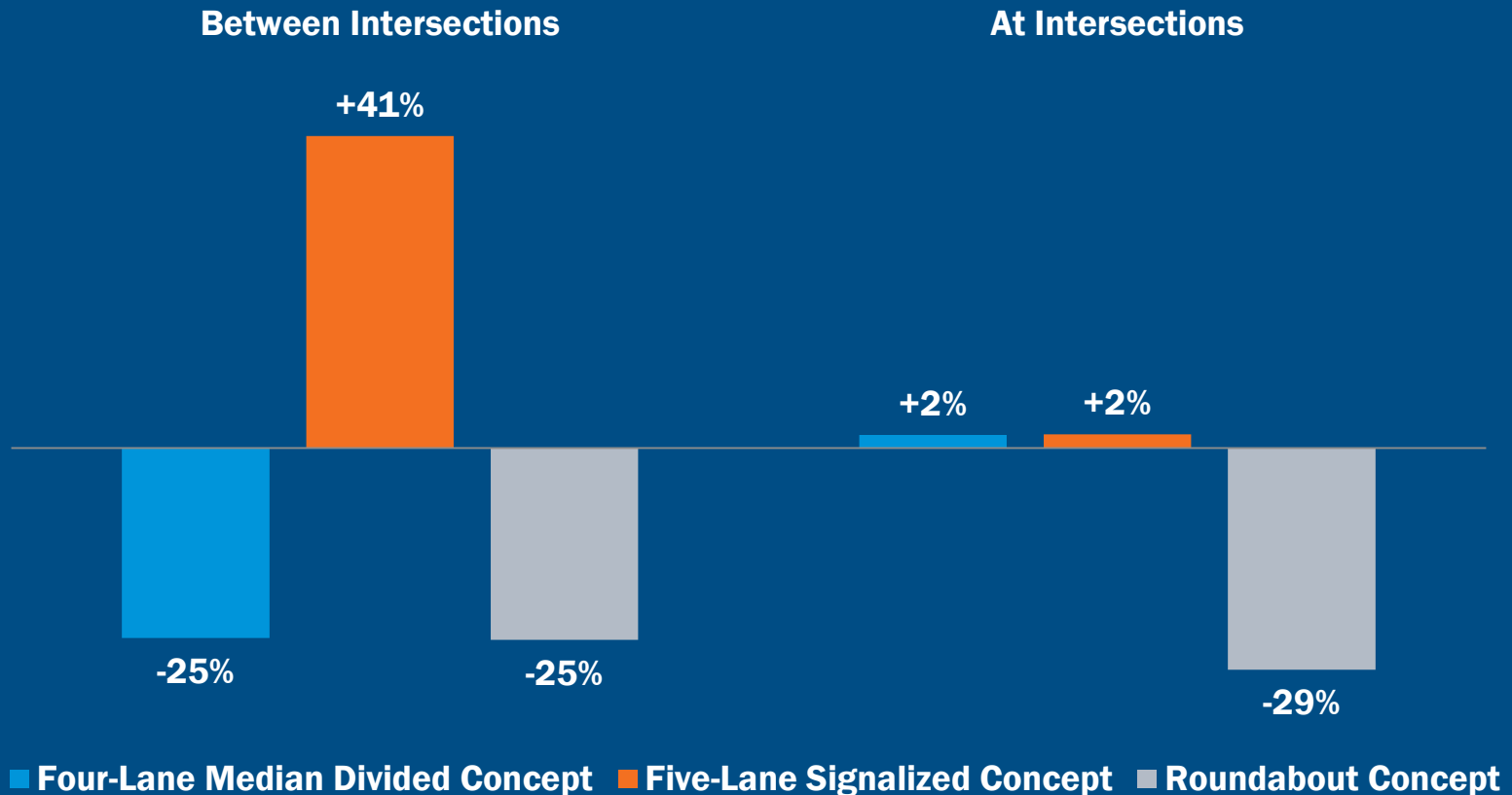
Roundabout
Concept, revised

258

conflict points

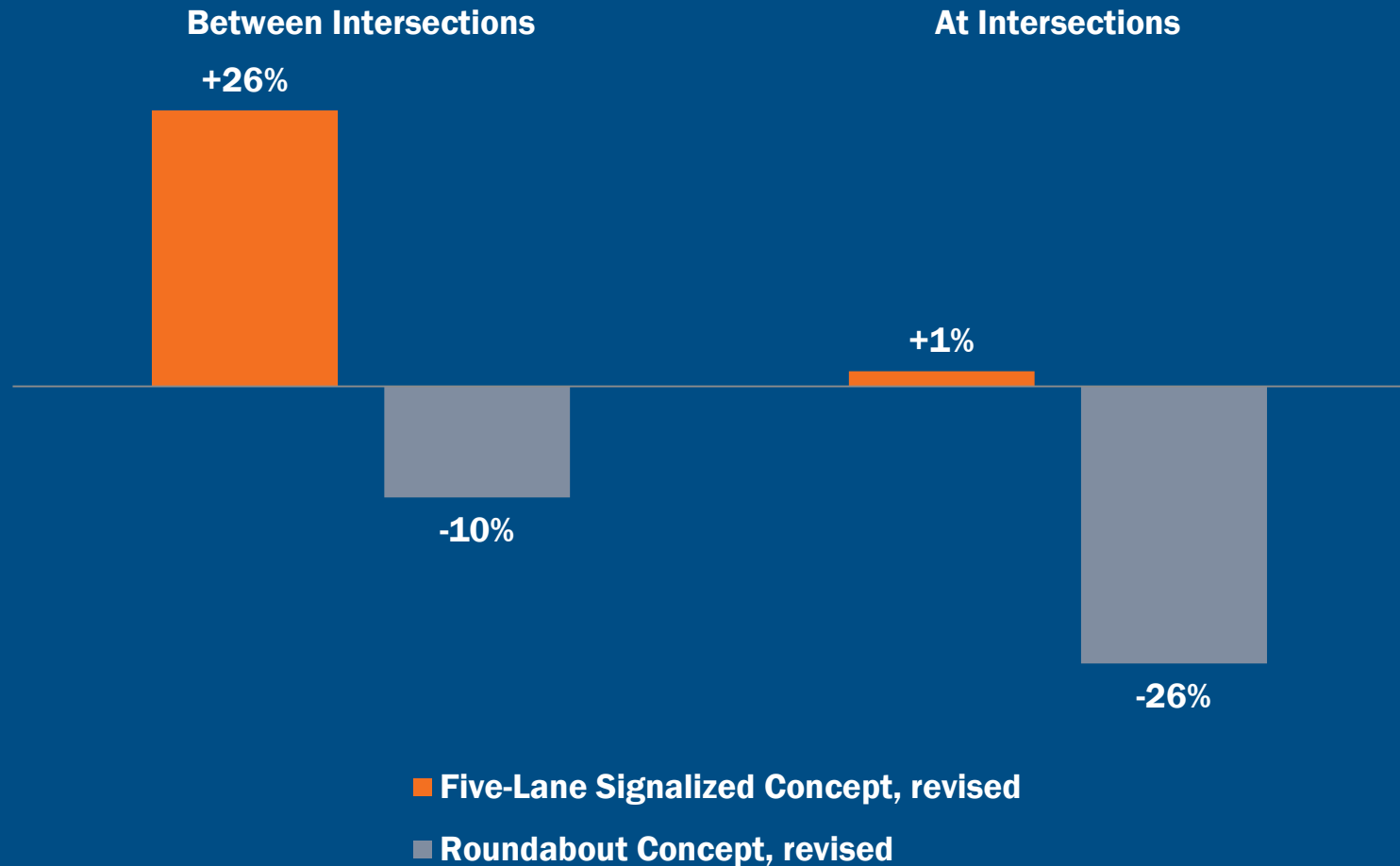
Safety

2041 Anticipated Change in Traffic Collisions for Original Concepts



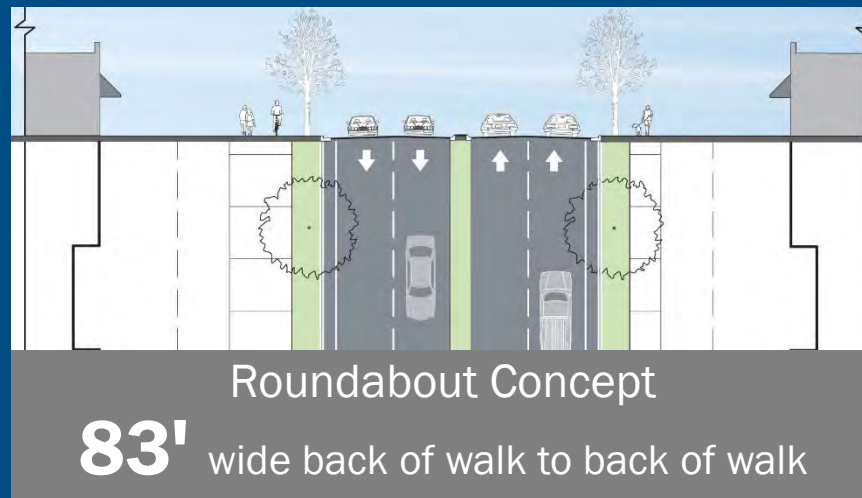
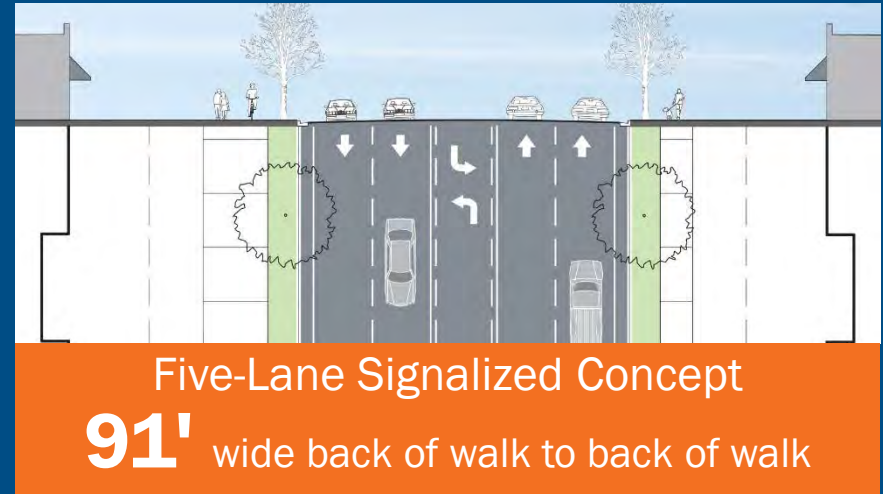
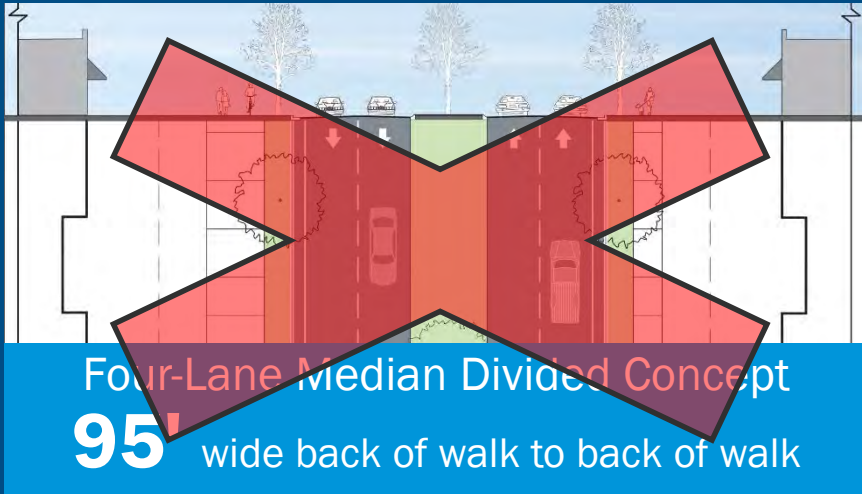
Safety

2041 Anticipated Change in Traffic Collisions for Revised Concepts

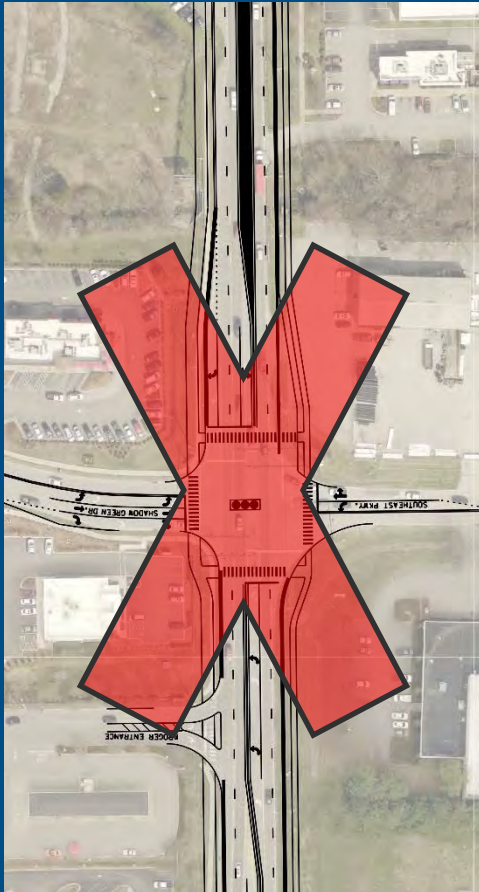


Physical Impact

Typical Sections



Physical Impact



Four-Lane Median
Divided Concept



Five-Lane Signalized
Concept



Roundabout
Concept

Data Summary

<i>ORIGINAL CONCEPTS</i>		Four-Lane Median Divided Concept	Five-Lane Signalized Concept	Roundabout Concept
Operational Performance	Thru Traffic Delay	185 sec/veh	155 sec/veh	145 sec/veh
	Side Street Delay	255 sec/veh	375 sec/veh	70 sec/veh
	Average Travel Time	5:30	4:50	4:35
Safety Performance	Between Intersections	-25% fewer collisions	+41% more collisions	-25% fewer collisions
	At Intersections	+2% more collisions	+2% more collisions	-29% fewer collisions
Physical Impact	Between Intersections	95' total width	91' total width	83' total width
	At Intersections	AVERAGE footprint	AVERAGE footprint	INCREASED footprint

Data Summary

<i>REVISED CONCEPTS</i>		Five-Lane Signalized Concept, revised (with increased access management)	Roundabout Concept, revised (with loosened access management)
Operational Performance	Thru Traffic Delay	145 (sec/veh)	130 (sec/veh)
	Side Street Delay	230 (sec/veh)	110 (sec/veh)
	Average Travel Time	4:40	4:35
Safety Performance	Between Intersections	+26% (more collisions)	-10% (fewer collisions)
	At Intersections	+1% (more collisions)	-26% (fewer collisions)
Physical Impact	Between Intersections	91' total width	83' total width
	At Intersections	AVERAGE footprint	INCREASED footprint

next step

BOMA selects
preferred concept
to bring forward to
detailed design.

CITY OF FRANKLIN, TENNESSEE

Columbia Avenue

Widening & Improvements Project

Work Session | June 26, 2017



Corridor Concepts

Example: Columbia Avenue at Southeast Parkway



Four-Lane Median
Divided Concept

with center median
and left-turn lanes



Five-Lane
Signalized Concept

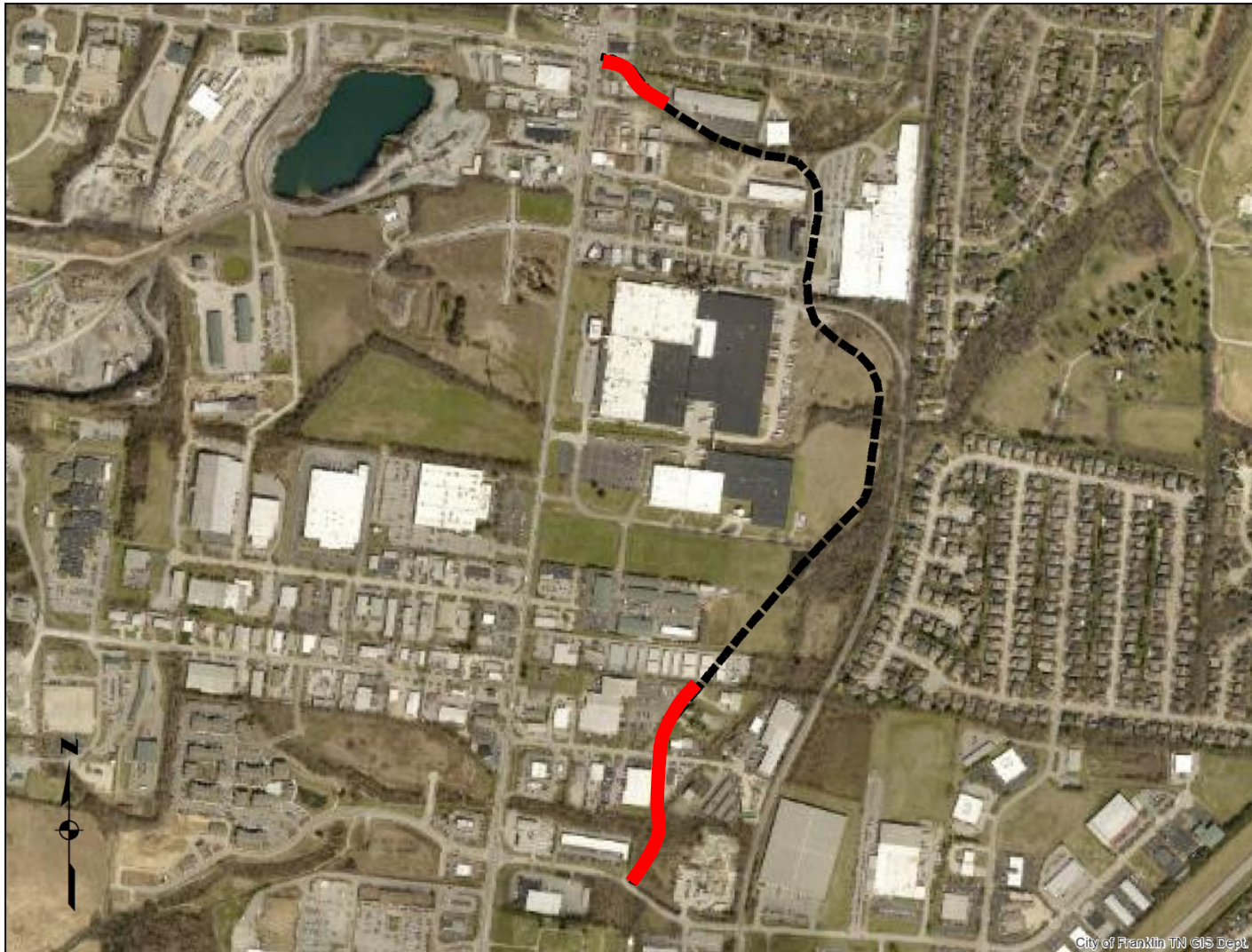
with continuous
two-way, left-turn lane



Roundabout
Concept

with 4-foot
center median

Columbia Ave Local Network Plan



Columbia Ave Local Network Plan



Estimated Project Cost: \$4,306,00

BOMA Ranking: 0 of 9 Votes

Staff Ranking: 1 Star Project

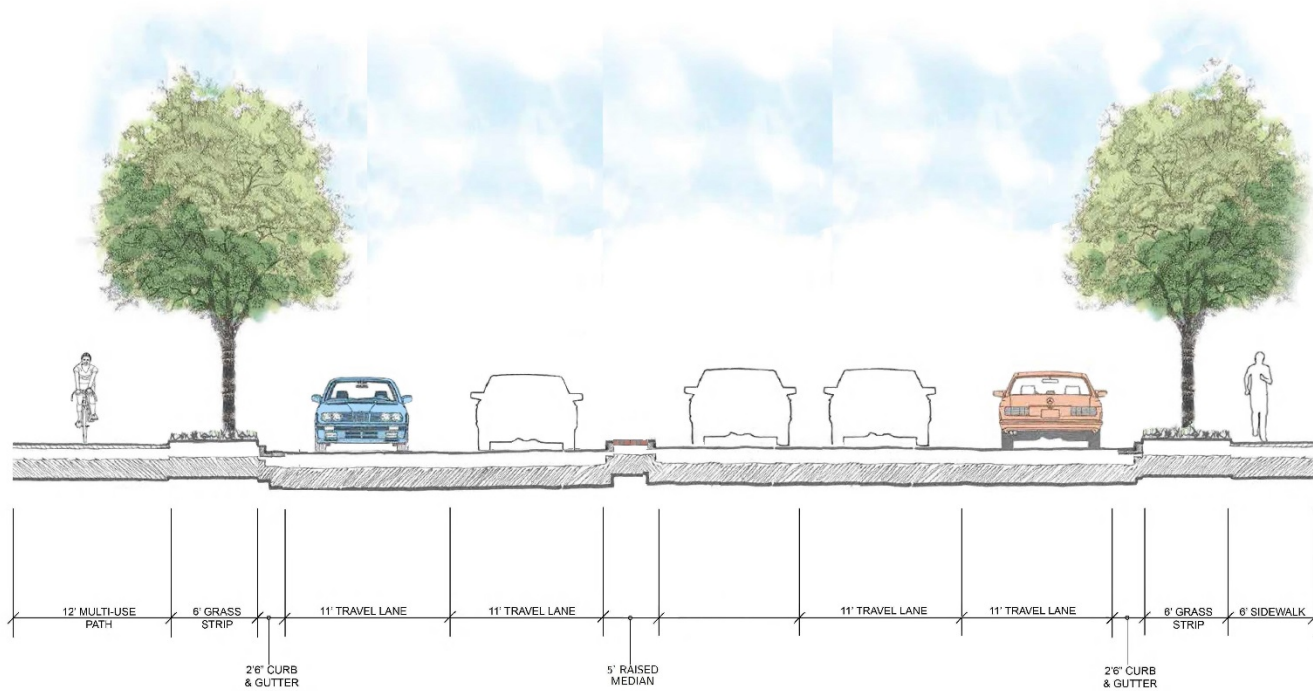
FIVE-LANE ROADWAY CONCEPT TYPICAL SECTION 1



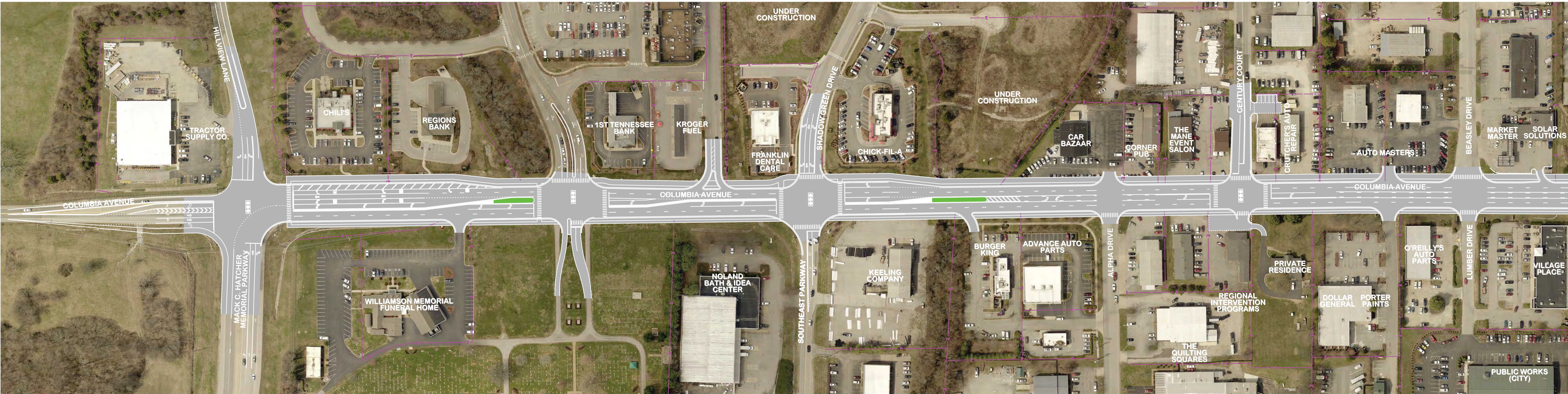
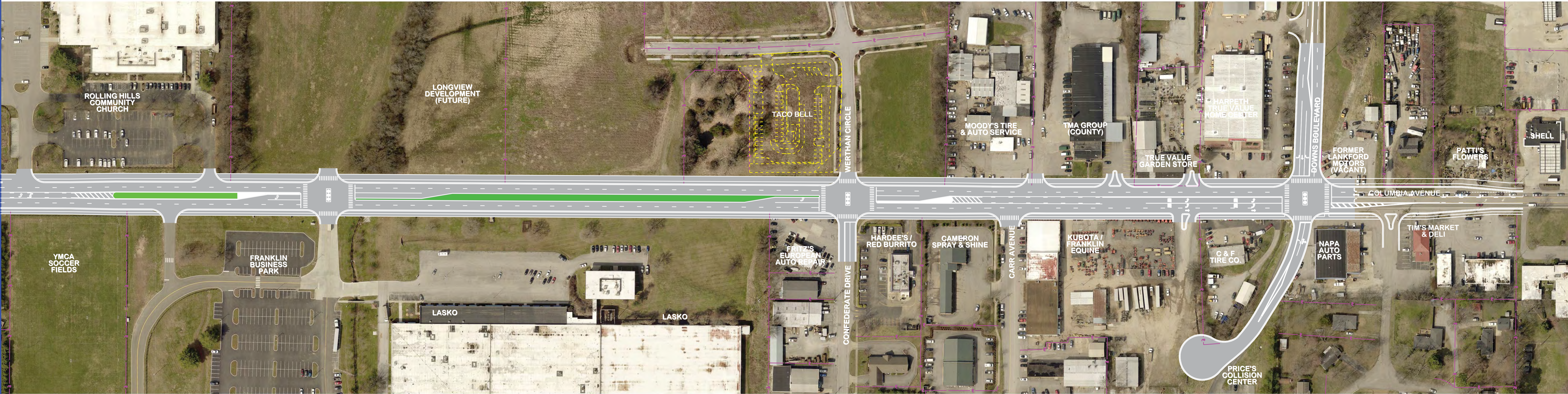
FIVE-LANE ROADWAY CONCEPT TYPICAL SECTION 2



FIVE-LANE ROADWAY CONCEPT TYPICAL SECTION 3



MATCH LINE - SEE THIS SHEET



MATCH LINE - SEE THIS SHEET

REV.	DATE	CHK.	DATE	DESCRIPTION
1	09-12-2017	W		ISSUED FOR REVIEW

FILE NO. 36291-00

FIVE-LANE SIGNALIZED CONCEPT WITH ACCESS MANAGEMENT

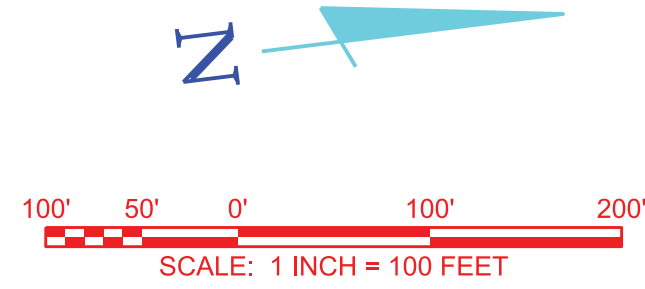
COLUMBIA AVENUE
CITY OF FRANKLIN
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE



BARGE
WAGGONER
SUMNER &
CANNON, INC.
HISTORIC
FRANKLIN
TENNESSEE



What is a roundabout?

A roundabout is a one-way, circular intersection without traffic signal equipment in which traffic flows around a center island.

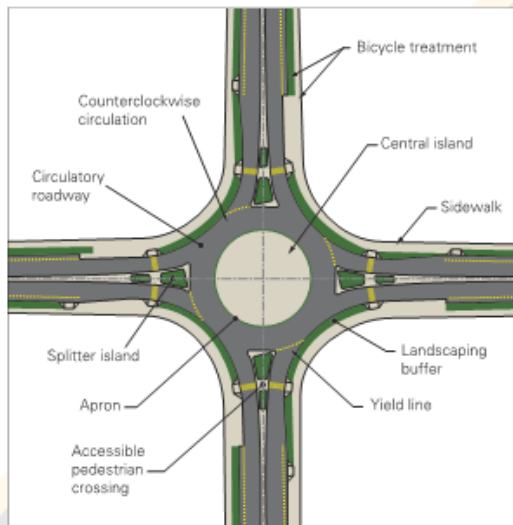
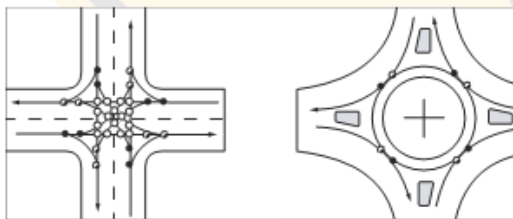


Illustration of potential conflict points in traffic intersections.

Through proper design, roundabouts can easily accommodate emergency and large sized vehicles. Drivers should behave in the same manner as they would on any other road if an emergency vehicle approaches: carefully move your vehicle as far right as possible and, if necessary, stop until the emergency vehicle passes.



Signaled intersection:
32 conflict points

Roundabout:
8 conflict points

All roundabouts have these features:

Yield-at-entry

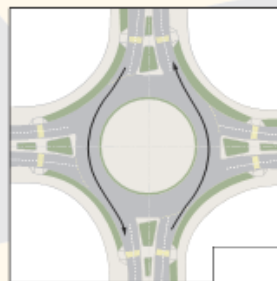
- Traffic entering the circle yields to traffic already in the circle.

Traffic deflection

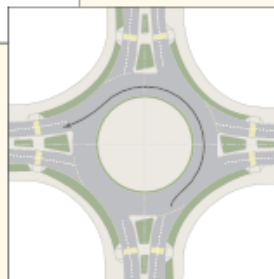
- Pavement markings and raised islands direct traffic into a one-way counterclockwise flow.

Geometric curvature

- The radius of the circular road and the angles of entry can be designed to slow the speed of vehicles.



Driving straight
through a roundabout



Left-hand turn

Because the only movement allowed upon entry or exit from a roundabout is a right turn, the occurrence of crashes that result in injury is substantially reduced. Small-angle collisions, the type of collisions that can occur as a result of a right-hand turn, are typically less severe than other types of collisions.

Benefits of a roundabout:

Lives saved

- Up to a 90% reduction in fatalities
- 76% reduction in injury crashes
- 30-40% reduction in pedestrian crashes
- 75% fewer conflict points than four way intersections

Slower vehicle speeds (under 30 mph)

- Drivers have more time to judge and react to other cars or pedestrians
- Advantageous to older and novice drivers
- Reduces the severity of crashes
- Keeps pedestrians safer

Efficient traffic flow

- 30-50% increase in traffic capacity

Reduction in pollution and fuel use

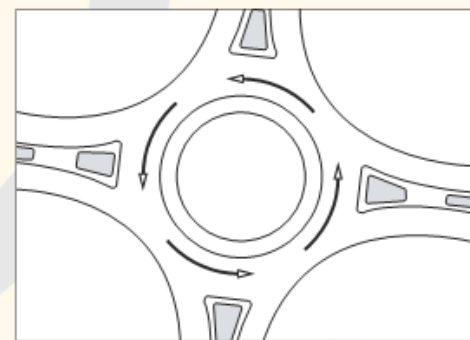
- Improved traffic flow for intersections that handle a high number of left turns
- Reduced need for storage lanes

Money saved

- No signal equipment to install and repair
- Savings estimated at an average of \$5,000 per year in electricity and maintenance costs
- Service life of a roundabout is 25 years (vs. the 10-year service life of signal equipment)

Community benefits

- Traffic calming
- Aesthetic landscaping



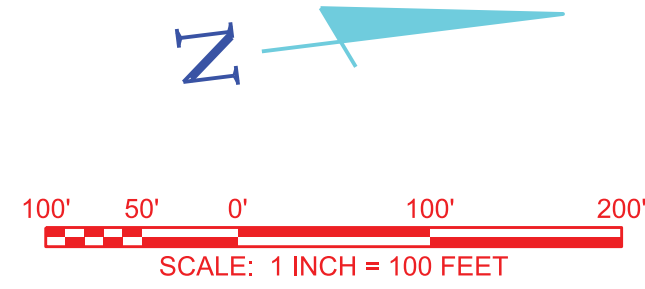
Continuous counterclockwise traffic flow

Roundabouts save lives...

ROUNABOUT CONCEPT



MATCH LINE - SEE THIS SHEET



MATCH LINE - SEE THIS SHEET

REVISION INFORMATION			
REV.	DATE	DESCRIPTION	ISSUED FOR REVIEW
1	09-12-2017		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

FILE NO. 36291-00

ROUNDABOUT CONCEPT
COLUMBIA AVENUE
CITY OF FRANKLIN
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY
NOT FOR
CONSTRUCTION
DATE

Next steps

- 1) Review and Present Operations, Safety and Physical Impact associated with the two preferred concepts.
- 2) BOMA selects preferred roadway concept
- 3) Evaluate pedestrian facilities, transit facilities and utility impacts/relocations
- 4) Finalize the NEPA Phase of the Project.

— CITY OF FRANKLIN, TENNESSEE —

Columbia Avenue

Widening & Improvements Project

Public Meeting | May 16, 2017



BWSC | BARGE
WAGGONER
SUMNER &
CANNON, INC.

Agenda

6:00 – 6:30

Formal Presentation

6:30 – 8:00

Town Hall Forum



Project Location

Project Timeline

Planning



Project Timeline

Planning, continued

Preliminary Design

**September
2015**

TDOT Notice to
Proceed for
Preliminary
Engineering
(Environmental)
Phase

**May
2016**

Public Meeting
#1: Corridor
Visioning

**January
2017**

Public Meeting
#2: Concept
Layout

**May
2017**

Public Meeting
#3: Concept
Analysis (today!)
Plus meetings
with BOMA and
property owners

**Next
Step:**

BOMA selects
preferred concept
to bring forward to
detailed design

Regional Context

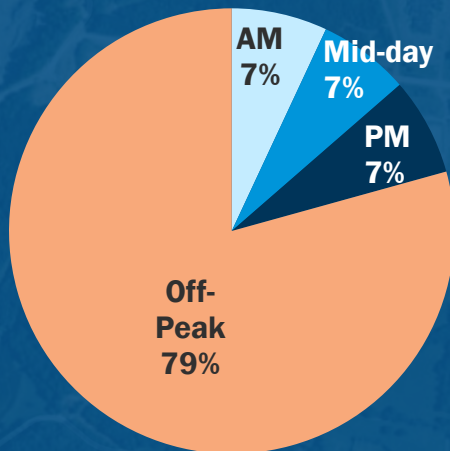


May 2016

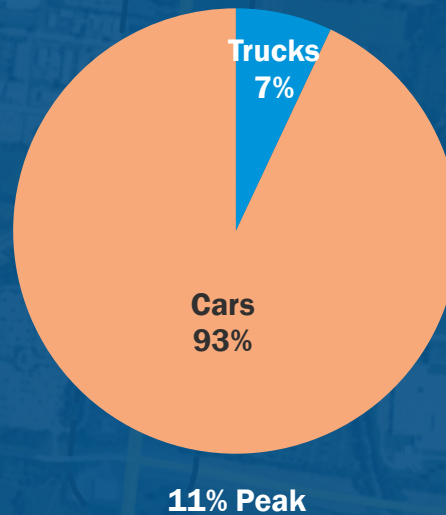
18,900

vehicles/day

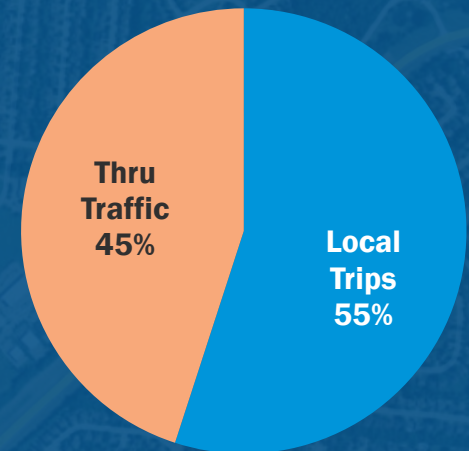
DAILY
TRAFFIC



TRAFFIC
COMPOSITION



TRAFFIC
TYPE



April 2016 travel time

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Winstead Elementary School,
in minutes.

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with no traffic

5:10

average day

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2016

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YEAR

improvements are designed to
accommodate 20 years of growth

25,400

vehicles/day

3

components of
comparison

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Safety

Physical
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Corridor Concepts

Example: Columbia Avenue at Southeast Parkway



Four-Lane Median Divided Concept

with center median
and left-turn lanes



Five-Lane Signalized Concept

with continuous
two-way, left-turn lane

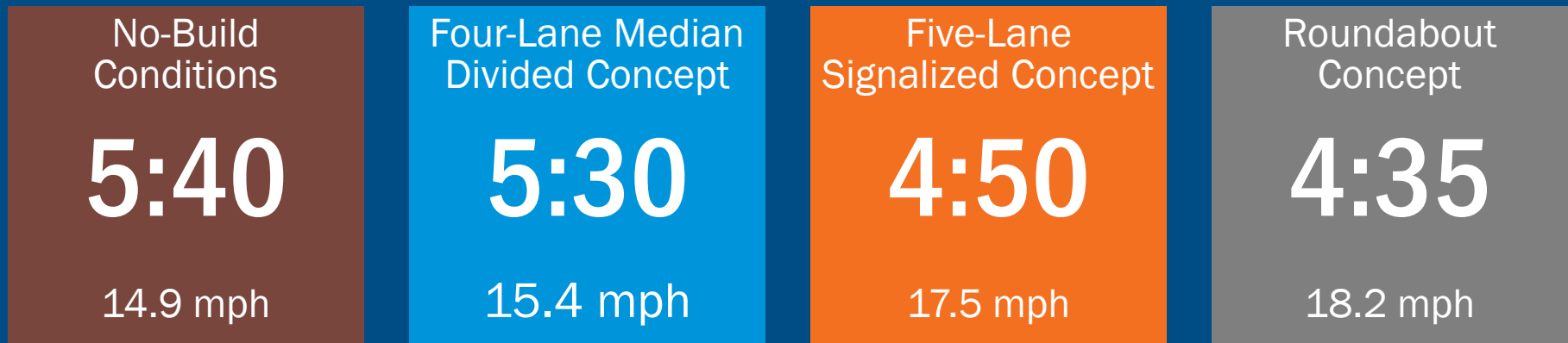


Roundabout Concept

with 4-foot
center median

Operations

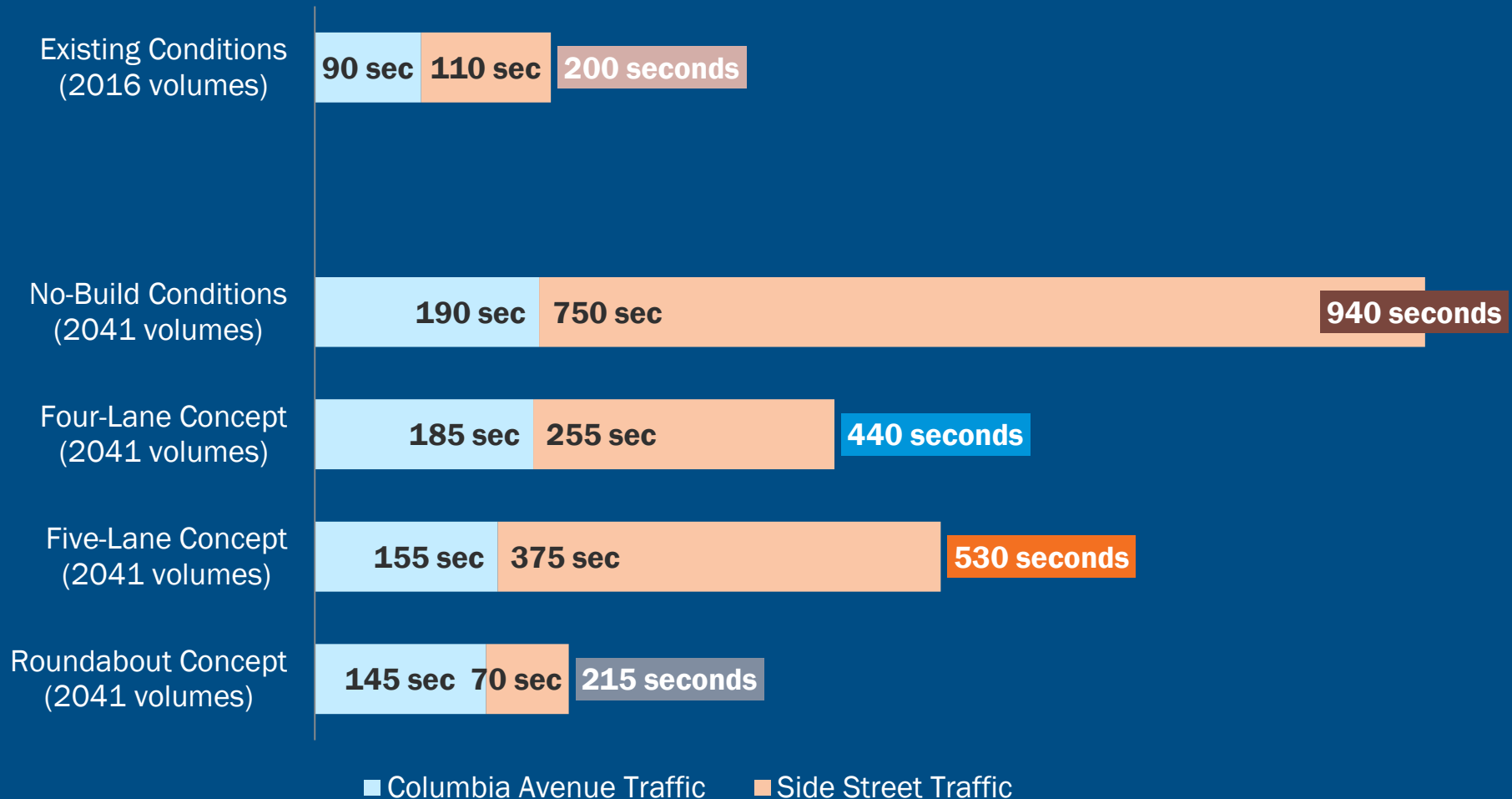
Anticipated Travel Time and Average Speed, 2041 Volumes (Columbia Avenue)



Average of 35,000+ simulated vehicles between
Fairground Street and Winstead Hill Park

Operations

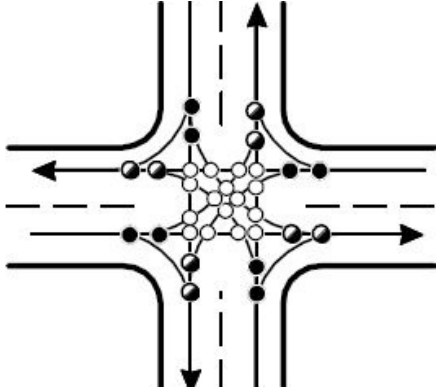
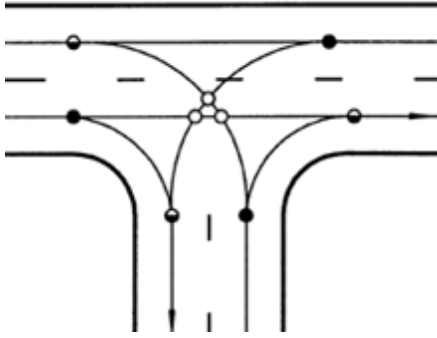
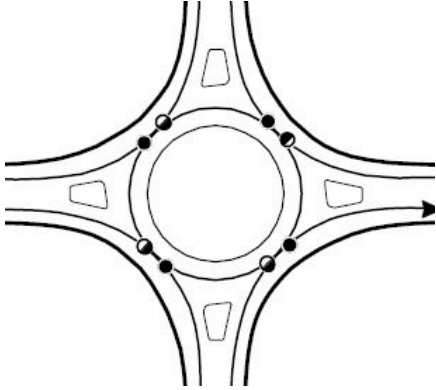
Corridor Delay



Safety

Vehicle Conflict Points (Potential for Collision)

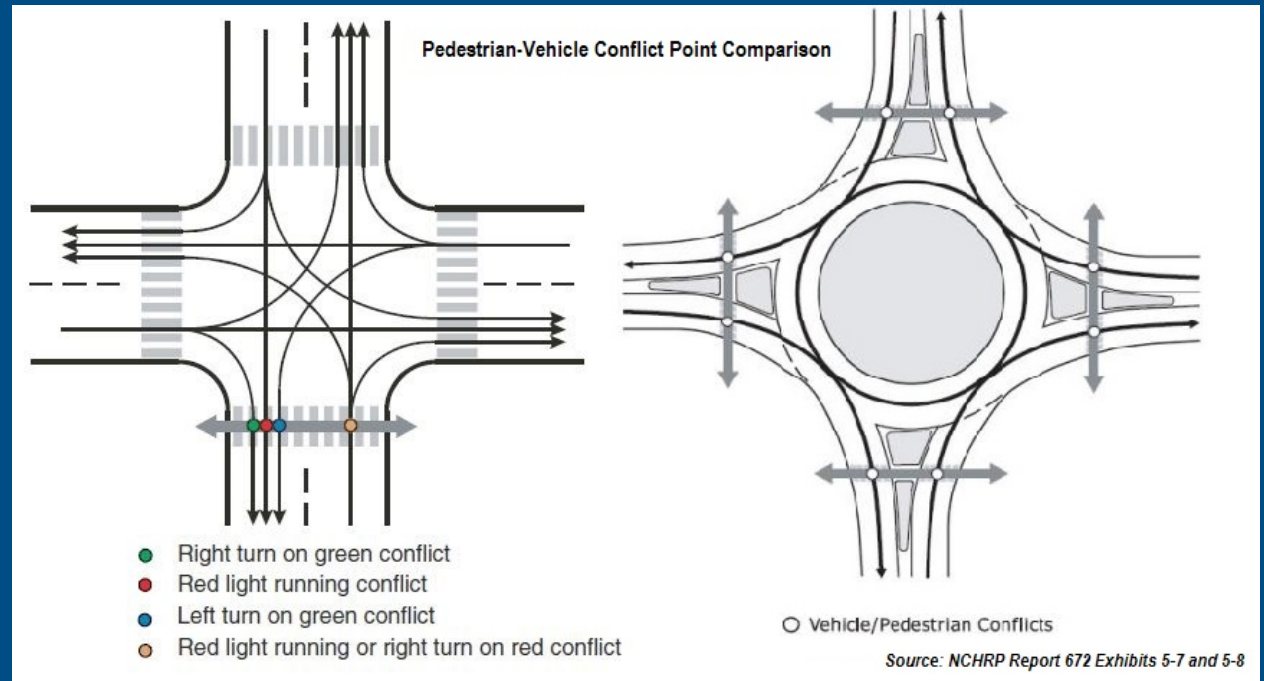
Source: FHWA

● Diverging ◐ Merging ○ Crossing			
Conflict Type	Signal	Driveway (full access)	Roundabout
Diverging	8	3	4
Merging	8	3	4
Crossing	16	3	0
Total Vehicle Conflicts	32	9	8

Safety

Pedestrian-Vehicle Conflict Points (Potential for Collision)

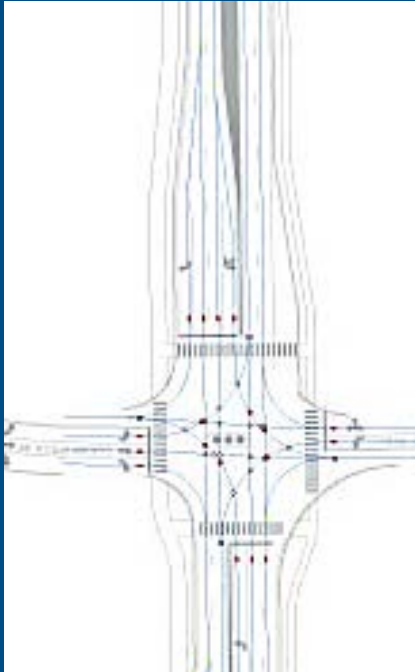
Source: FHWA



	Signal	Roundabout
Total Ped/Bike Conflicts	16	8

Safety

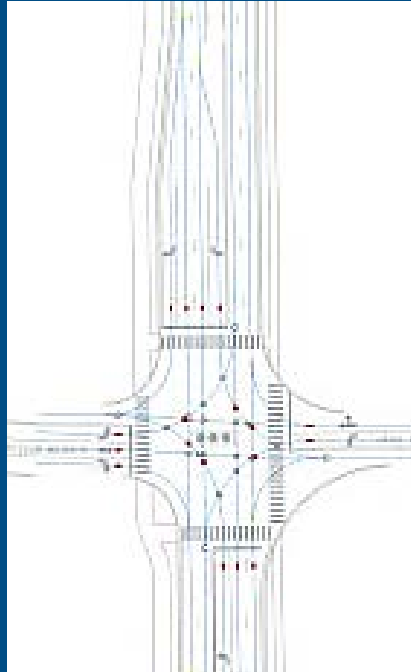
Columbia Avenue Conflict Points



Four-Lane Median
Divided Concept

340

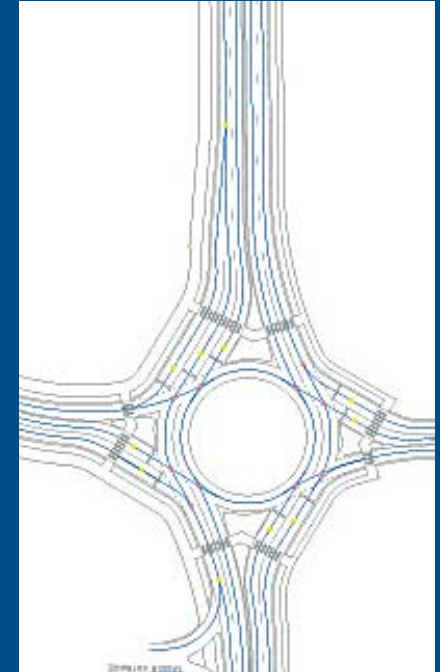
conflict points



Five-Lane
Signalized Concept

583

conflict points
(377 with access mgmt)



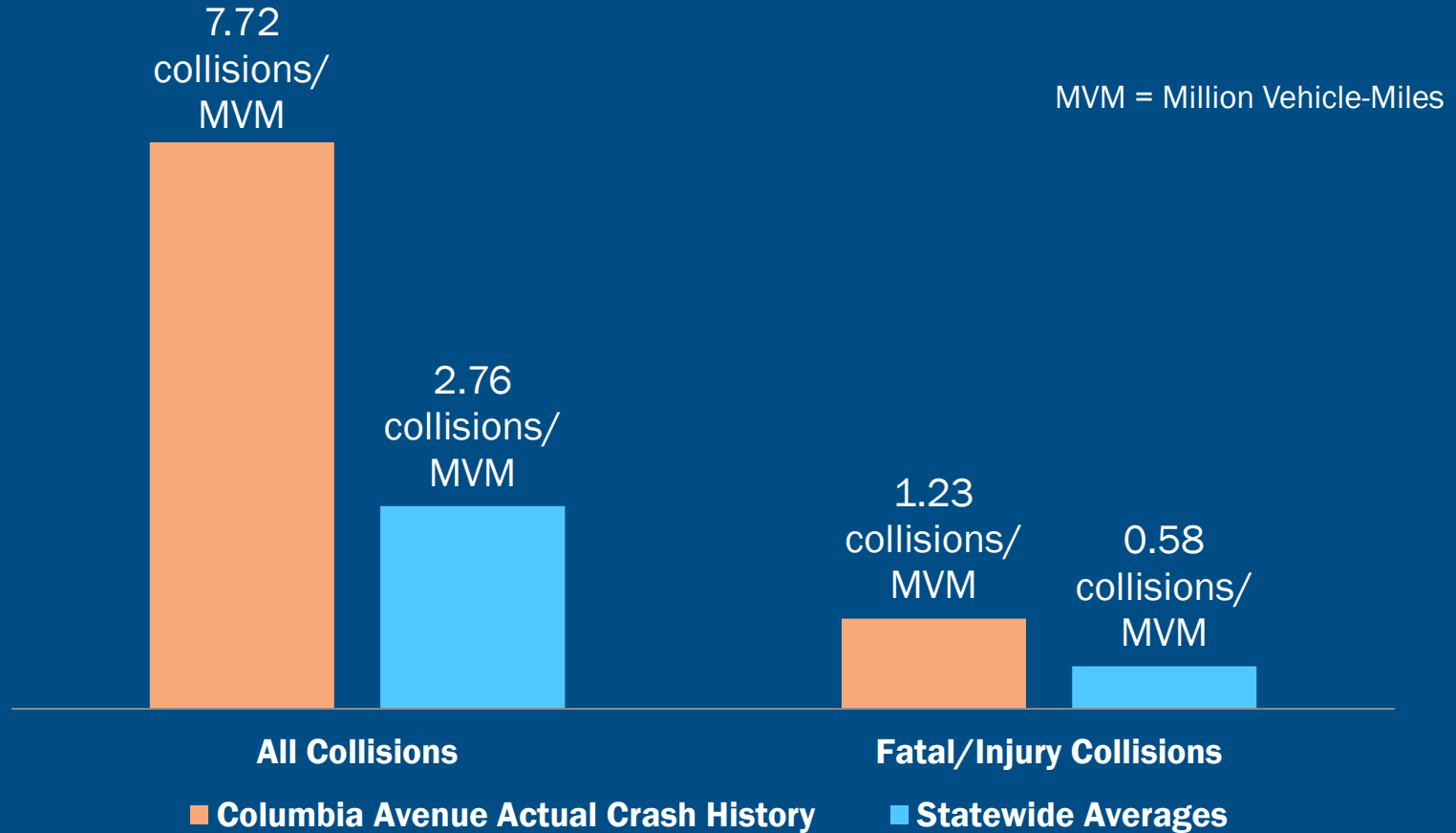
Roundabout
Concept

243

conflict points

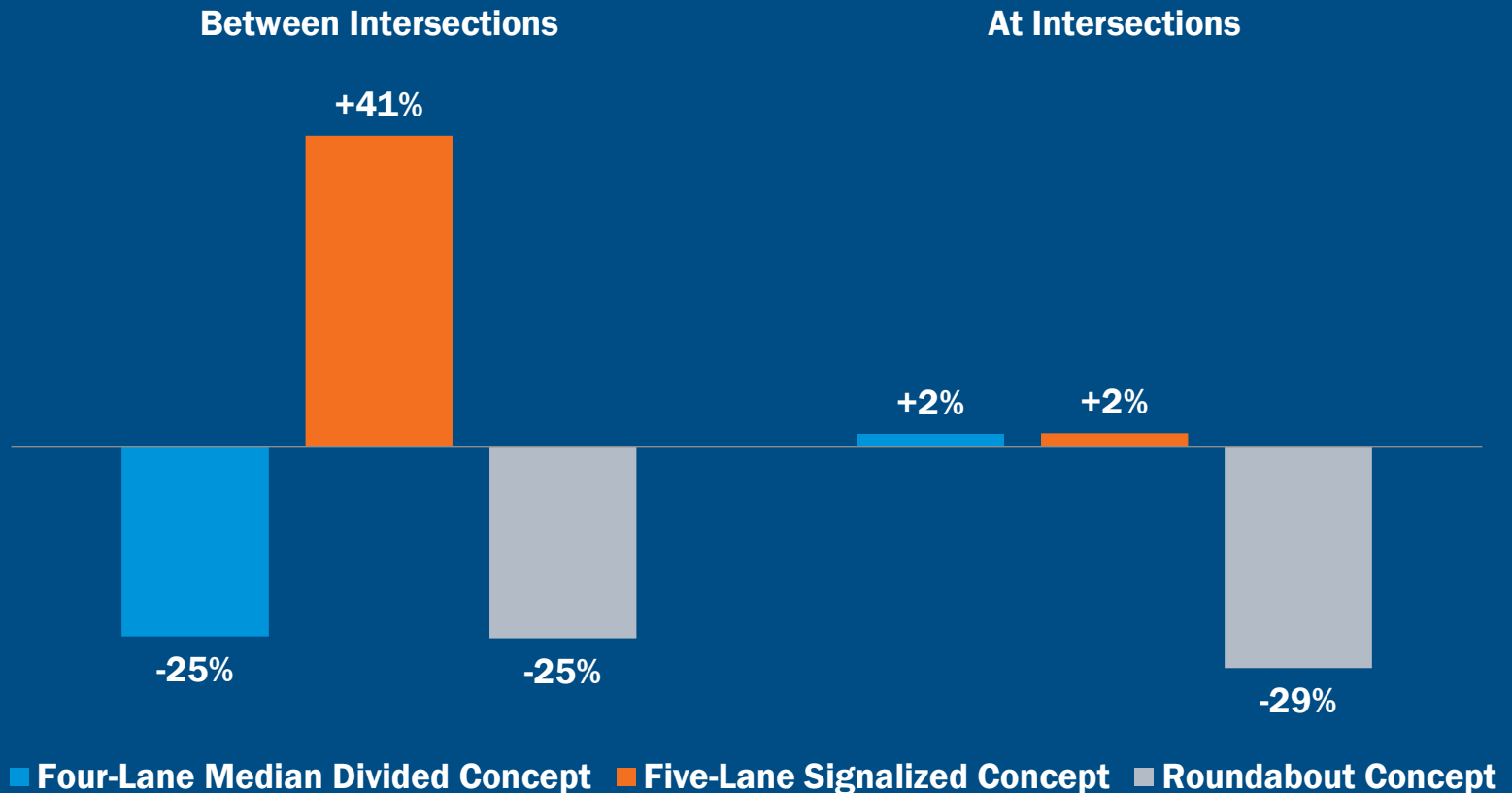
Safety

Collision Data (2013–2016)



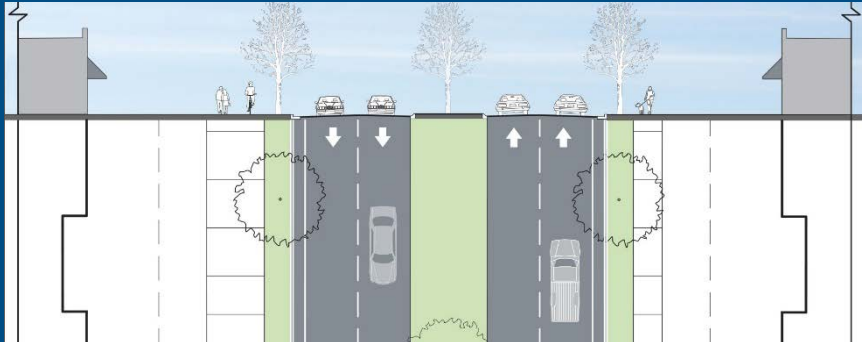
Safety

2041 Anticipated Change in Traffic Collisions

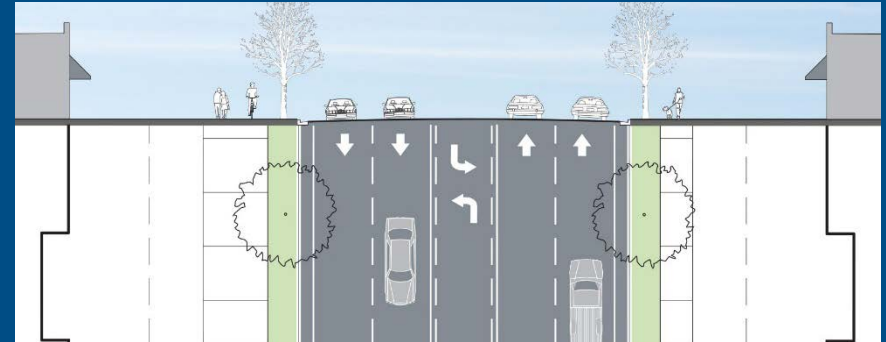


Physical Impact

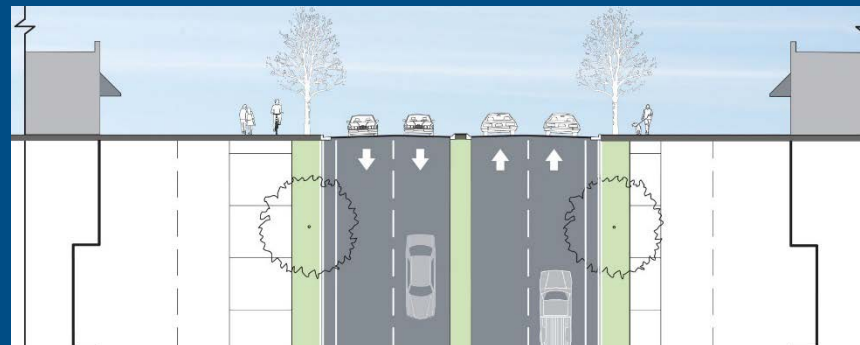
Typical Sections



Four-Lane Median Divided Concept
95' wide back of walk to back of walk



Five-Lane Signalized Concept
91' wide back of walk to back of walk



Roundabout Concept
83' wide back of walk to back of walk

Physical Impact



Four-Lane Median
Divided Concept



Five-Lane Signalized
Concept



Roundabout
Concept

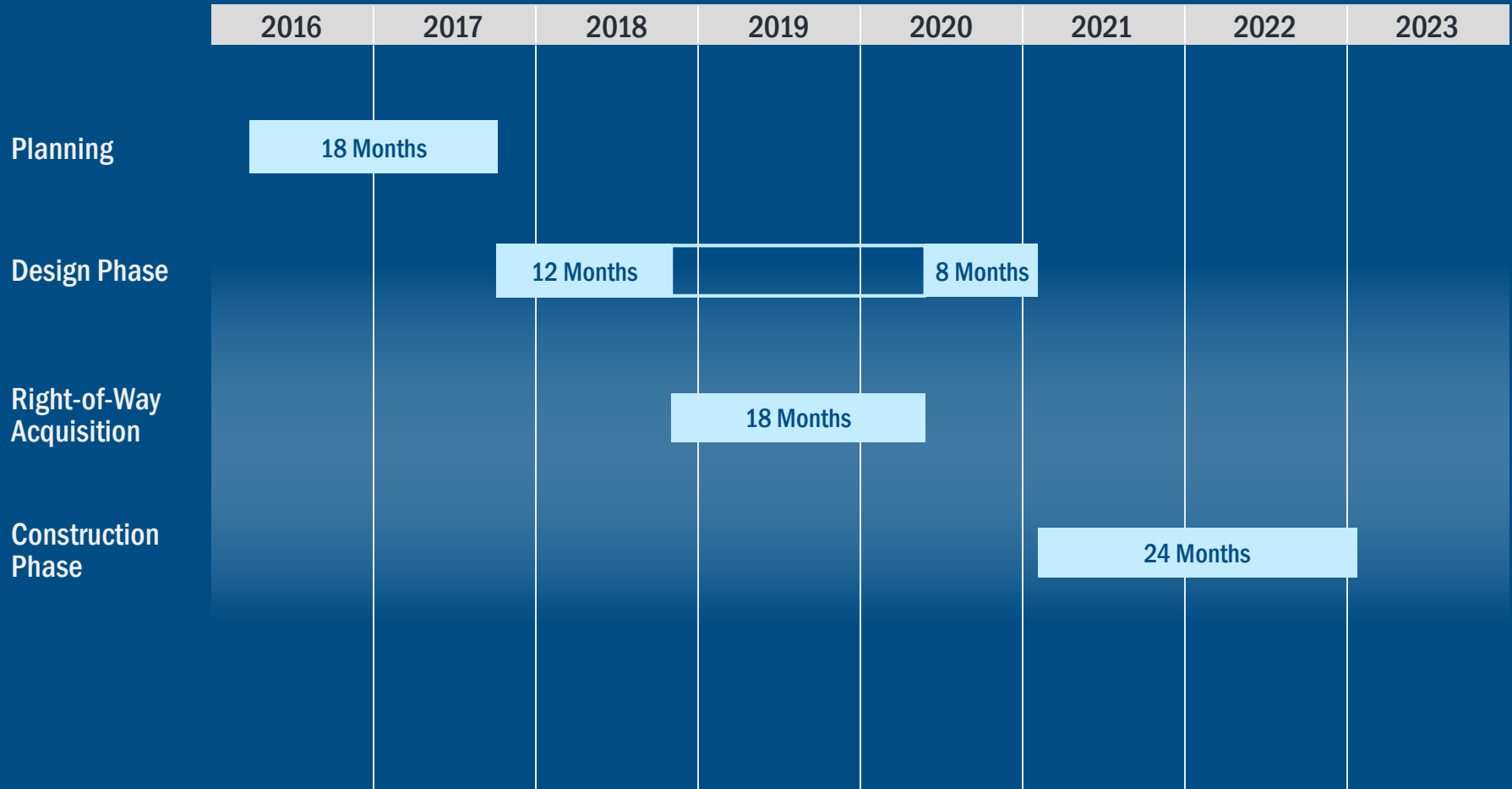
Data Summary

		Four-Lane Median Divided Concept	Five-Lane Signalized Concept	Roundabout Concept
Operational Performance	Thru Traffic Delay	185 sec/veh	155 sec/veh	145 sec/veh
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Physical Impact	Between Intersections	95' total width	91' total width	83' total width
	At Intersections	AVERAGE footprint	AVERAGE footprint	INCREASED footprint

next step

BOMA selects
preferred concept
to bring forward to
detailed design.

Schedule



Thank you for coming!

Please visit
the website

franklintn.gov/columbiaavenue

Questions?

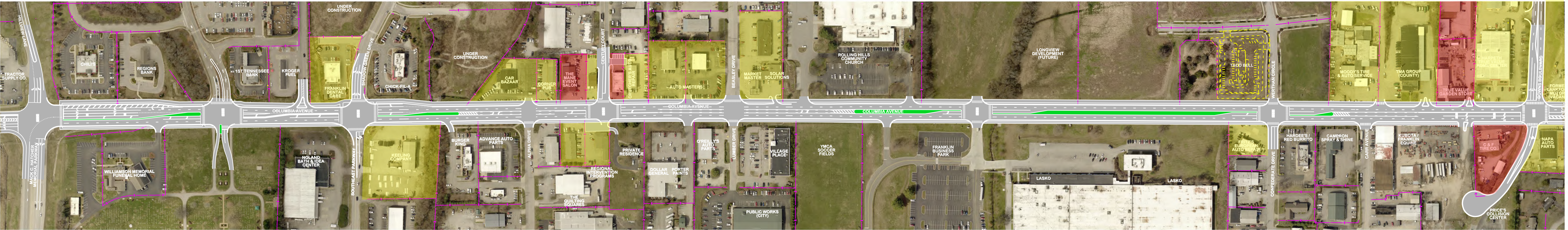
Construction Concerns

What can be done to mitigate disruption to local businesses during construction?

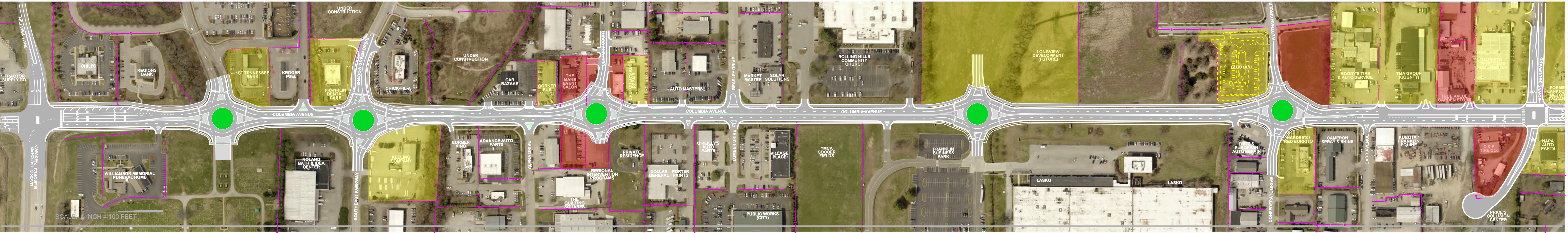
- **INCENTIVE** – Offer incentive to contractor to complete construction early.
- **NIGHT WORK** – Perform as much work as possible at night (e.g. during off-peak traffic) to minimize disturbance to surrounding properties.
- **HOUSEKEEPING** – Include items such as frequent street sweeping in the construction contract to minimize dust and debris in the roadway during construction.
- **INFORMATION** – Develop and maintain dedicated website to provide *up-to-date* project information to the public and business owners (Example: www.cumberlandconnect.com)
- **PARTNERSHIP** – Partner with willing local businesses to reach-out to customers and promote area business (i.e. City-sponsored giveaways, etc.)

How can we focus on making this project a “win-win” for all involved?

5-Lane Access Management Concept



Roundabout Concept



Columbia Avenue Roadway Concept
Franklin, Tennessee



Roundabout Corridors

City	State	Corridor Information							Traffic Count	
		Street Name	From	To	Length (miles)	Number of Roundabouts	Average Spacing (feet)	Year Completed	AADT (Veh. Per Day)	Year
Avon	CO	Avon Road	US-6	I-70	0.5	5	660	1997	25,170	2016
Avon	CO	Post Boulevard	US-6	Swift Gulch Rd.	1.0	6	1056	1999-2004	8,035	2016
Golden	CO	South Golden Road	Ford St./ Jackson St.	Ulysses St.	1.0	5	1320	1998 (2009)	19,211	2016
The Villages	FL	Morse Boulevard	Odell Cir.	E. County Rd. 466	3.3	6	3485	2003-2007	7,600	2016
Lenexa	KS	Renner Boulevard	The Shops & Apartments of Prairie Creek	City Center Dr.	0.8	5	1056	2007	Current Data Unavailable	
Lenexa	KS	Prairie Star Parkway	Canyon Creek Blvd.	Dunraven St.	1.2	7	1056	2009	Current Data Unavailable	
Fulton/Scaggsville	MD	Scaggsville Road	Old Columba Rd./ Westside Blvd.	Ice Crystal Dr./ Columbia Pk. NB Ramp	0.7	4	1232	2002 & 2009	17,320	2016
Jackson	MS	John R. Lynch Street/ Banks Street	John R. Lynch St.	University Blvd./ W. Pascagoula St./ Pearl St.	1.3	5	1716	2004	8,100	2016
Billings	MT	Shiloh Road	Zoo Dr.	Grand Ave.	3.3	8	2489	2009-2010	10,932	2015
Malta	NY	SR-67/Dunning Street	State Farm Blvd./ Medical Park Dr.	Hermes Rd./ Plains Rd.	1.6	7	1408	2006	14,235	2015



MEMORANDUM

May 26, 2017

TO: Board of Mayor and Aldermen (BOMA)

FROM: Eric Stuckey, City Administrator
Paul Holzen, City Engineer/Director of Engineering
Jonathan Marston, Assistant Director of Engineering
William banks

SUBJECT: History of Columbia Avenue Widening & Improvements Project

Timeline

2001

City contracted with Fischbach Transportation Group, Inc. (FTG) and Sullivan Engineering, Inc. (SEI) to complete and Advance Planning Report (APR) for Columbia Avenue (SR-6/US-31) from Mack Hatcher Parkway (SR-397) to Cleburne Street.

October 5, 2001

A field review was conducted and attended by representatives of FTG, SEI, City of Franklin, and TDOT.

March 13, 2002

FTG submitted a draft APR to the City for review and approval

March 20, 2002

City of Franklin held a public meeting to present APR. Subsequently, the BOMA voted to withhold the study from consideration by TDOT, primarily because of concerns about the project's impact to historic properties between Downs Boulevard and Cleburne Street.

July 27, 2004

State Senator Jim Bryson and State Representative submitted a letter to TDOT requesting re-examination of the need to improve Columbia Avenue, between Mack Hatcher Parkway and Fairground Street, to a 5-lane facility.

August 10, 2004

TDOT agreed to conduct a feasibility study to evaluate the request for an improved Columbia Avenue.

August 17, 2004

City submitted copies of the discontinued 2002 draft APR and public meeting transcript to TDOT.

December 2004

The BOMA approved contract with FTG to update and complete the APR for Columbia Avenue

January 2005 – April 2006

FTG worked with the City to develop cross-sections and access management strategies that would complement the City's goals for vehicle capacity, traffic flow, and aesthetics on the Columbia Avenue corridor.

October 19, 2005

The Executive Board of the Nashville Area Metropolitan Planning Organization (MPO) adopted the 2030 Long Range Transportation Plan (LRTP), which included, in Appendix B: 2030 LRTP Project List, the Columbia Avenue project, from Mack Hatcher Parkway to Downs Boulevard.

September 26, 2006

The BOMA approved a contract with FTG to develop a Transportation Planning Report (TPR).

March 28, 2007

TDOT initiated a contract with Long Engineering for the preparation of a TIER 2 Study for Columbia Avenue, from Mack Hatcher Parkway to Downs Boulevard.

June 21, 2007

Draft TIER 2 Study submitted to TDOT.

June 25, 2007

Draft TIER 2 Study submitted to Nashville Area MPO for approval.

August 10, 2007

A field review was conducted and attended by the City, FTG, SEI, TDOT, and the Federal Highway Administration (FHWA).

January 23, 2008

As a part of the development of the TPR, a public meeting was held to discuss the "Build" conditions and solicit comments.

November 17, 2010

TDOT approved the final TPR for Columbia Avenue.

December 15, 2010

The Nashville Area MPO adopted the 2035 Regional Transportation Plan (RTP), which included, in Appendix A: 2035 RTP Project List, the Columbia Avenue project. The MPO also adopted the fiscal years (FY) 2011-2015 Transportation Improvement Program (TIP), which included the Columbia Avenue project. However, the Columbia Avenue project was only shown as locally funded through design and right-of-way.

December 11, 2013

The MPO adopted TIP for FYs 2017-2017, which included Columbia Avenue as a funded project. A funding breakdown of 80% federal funds and 20% local funds was programmed for Columbia Avenue.

March 13, 2014

The BOMA approved Resolution 2014-13, adopting a funding plan for the FY 2014-2018 Capital Investment Program (CIP). Included in this CIP was \$821,500 for the design of Columbia Avenue Improvements, from Mack Hatcher Parkway to Downs Boulevard.

May 6, 2014

Because Columbia Avenue is both a federal and a state route, the City asked TDOT to participate in the project by providing the 20% local match with state funds.

June 4, 2014

TDOT agreed to participate in the Columbia Avenue project by using state funds as the 20% match to the 80% federal funds.

September 9, 2014

The BOMA approved Resolution 2014-63, which authorized the Mayor and City staff to submit the Project Initiation Form and Checklist to TDOT for the Columbia Avenue project.

June 7, 2015

Public advertisement for Letters of Interest (LOIs) and Statements of Qualification (SOQs) for design services on the Columbia Avenue project was issued.

July 8, 2015

City receives LOIs and SOQs from 16 engineering firms interested in the Columbia Avenue project.

July 14, 2015

The BOMA approved the Local Agency Project Agreement (COF Contract No. 2014-0289) with TDOT to begin the Columbia Avenue project.

September 14-15, 2015

City staff interviews top 5 scoring engineering firms.

October 13, 2015

The BOMA approved Resolution 2015-82 to authorize staff to enter contract negotiations with Barge Waggoner Sumner and Cannon, Inc. (BWSC) for the Preliminary Engineering Phase (Environmental Only) for the Columbia Avenue project.

February 9, 2016

The BOMA approved a contract with BWSC for the Preliminary Engineering – National Environmental Policy Act (PE-NEPA) phase of the Columbia Avenue project.

February 17, 2016

The MPO adopted “Middle Tennessee Connected 2016-2040 Regional Transportation Plan,” which included, in Appendix A: Cost-Feasible and Illustrative Project Lists, Columbia Avenue Widening in the 2020 Horizon Year.

February 22, 2016

City held kick-off meeting with BWSC for the Columbia Avenue Widening & Improvements Project.

May 17, 2016

First (1ST) public meeting, as a part of the PE-NEPA phase, was held at Rolling Hills Community Church. This was an open-house style meeting to gather input from the public.

September 27, 2016

City staff presented summary of 1ST public meeting to BOMA.

October 25, 2016

City staff and project team gave presentation on access management strategies and techniques to the BOMA.

November 16, 2016

The MPO adopted the TIP for FYs 2017-2020. This TIP correctly shows the Columbia Avenue project funding distribution as 80% federal and 20% state.

January 24, 2017

City staff and project team presented 3 preliminary design options for Columbia Avenue to the BOMA.

January 31, 2017

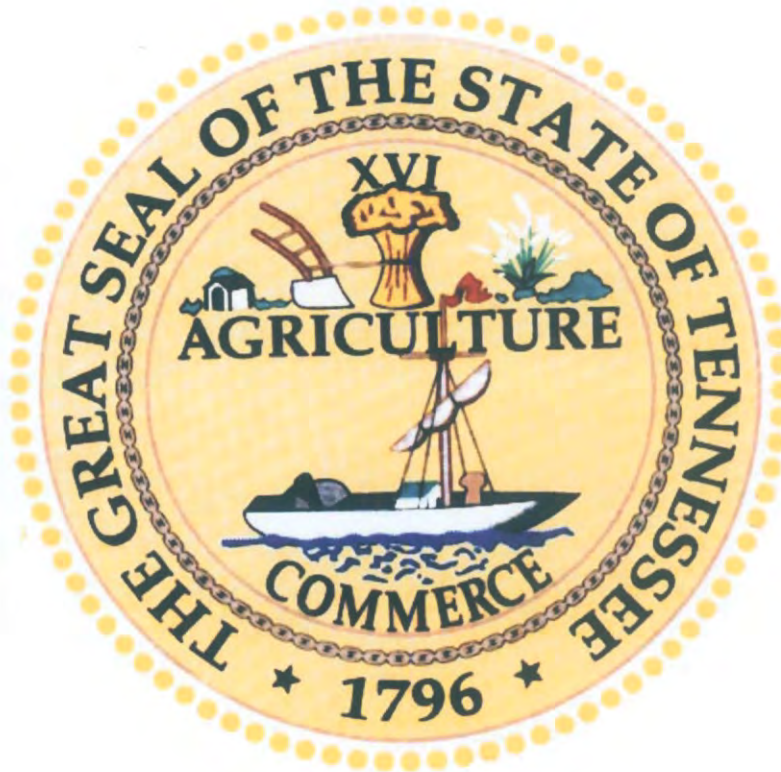
Second (2ND) public meeting, as a part of the PE-NEPA phase, was held at City Hall. City staff and the project team presented the 3 preliminary design options to attendees. The remaining time was utilized as an open-house to answer questions about the presented options.

May 16, 2017

Third (3RD) public meeting, as a part of the PE-NEPA phase, was held at City Hall. City staff presented the 3 design options with a summary of the reasons each option was developed. The remaining time was utilized as a town hall forum to allow attendees to publicly state their concerns and questions.

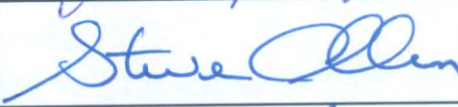
TRANSPORTATION PLANNING REPORT

State Route 6 (Columbia Avenue)
From Mack Hatcher Parkway To Downs Boulevard
CITY OF FRANKLIN, WILLIAMSON COUNTY
PIN 113474.00



PREPARED BY
FISCHBACH TRANSPORTATION GROUP, INC.
AND SULLIVAN ENGINEERING, INC

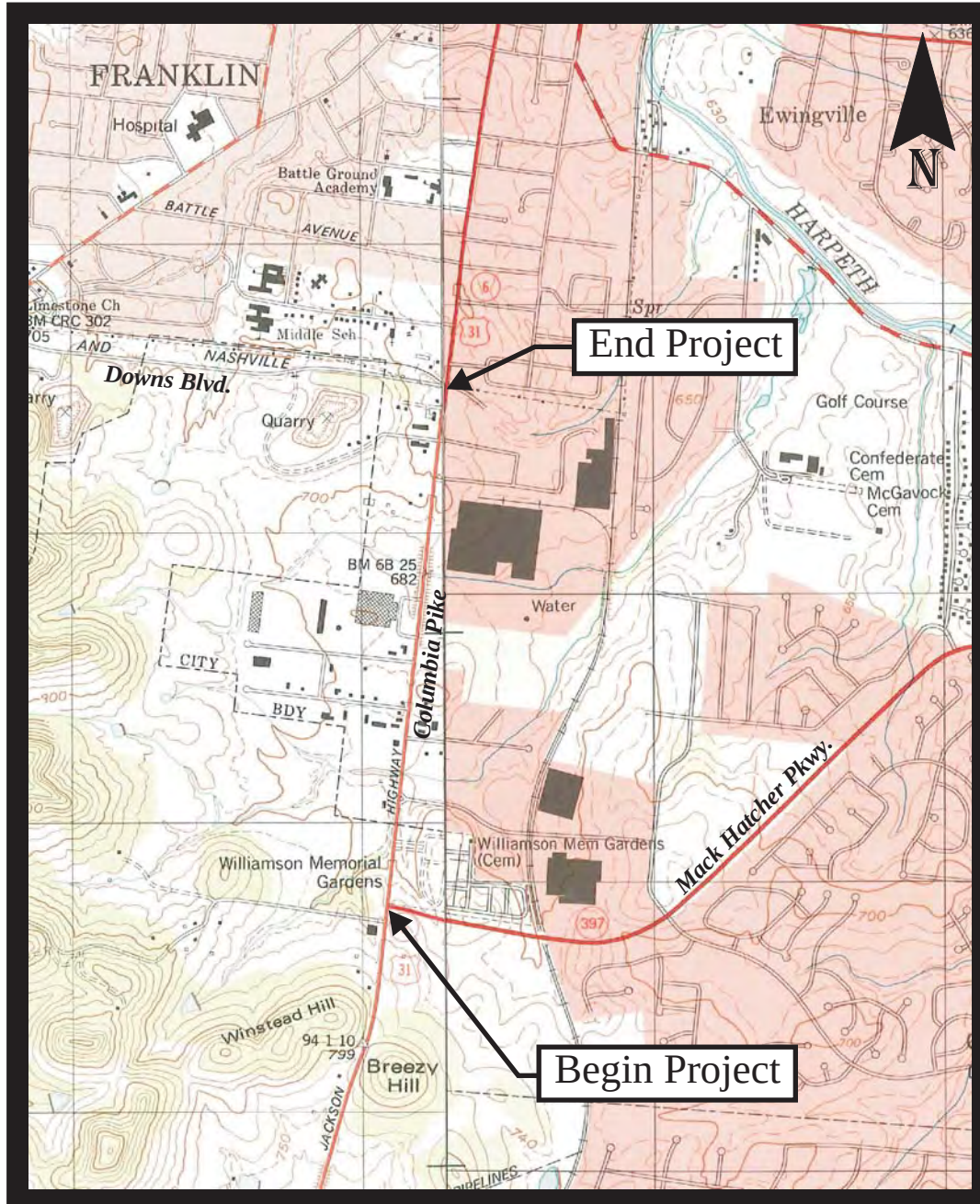
FOR THE CITY OF FRANKLIN
IN COOPERATION WITH THE TENNESSEE DEPARTMENT OF
TRANSPORTATION AND THE NASHVILLE METROPOLITAN
PLANNING ORGANIZATION

Recommended by:	Signature	DATE
CHIEF OF ENVIRONMENT AND PLANNING		11/17/10
TRANSPORTATION DIRECTOR PROJECT PLANNING DIVISION		11-15-10
TRANSPORTATION MANAGER 2 PROJECT PLANNING DIVISION		11/9/10

This document is covered by 23 USC § 409 and its production pursuant to fulfilling public planning requirements does not waive the provisions of § 409.

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LOCATION MAP

SCALE: 1"=2000'

1. INTRODUCTION AND BACKGROUND INFORMATION

1.1 Introduction

The purpose of this study is to determine the need for and feasibility of improving the safety and operational capacity of State Route 6 (U.S. Highway 31, Columbia Avenue) from Mack Hatcher Parkway to Downs Boulevard in the City of Franklin, Tennessee.

This report examines a No-Build option that maintains the three-lane cross-section on Columbia Avenue, as well as a Build option that includes widening Columbia Avenue to include two through lanes in each direction with a median-divided section on some roadway segments and dedicated turn lanes at key locations. In addition, the potential effectiveness of several alternative improvements to the Columbia Avenue corridor are discussed.

For the purposes of this study, Year 2012 and Year 2032 traffic projections were developed for the following two scenarios:

1. With the existing roadway network
2. With the planned extension of Mack Hatcher Parkway west of Columbia Avenue

Then, the traffic volumes for each of these network scenarios were applied to both No-Build conditions (Columbia Avenue remains a three-lane facility) and Build conditions (Columbia Avenue is widened to include two travel lanes in each direction, plus dedicated turn lanes at key locations). Capacity analyses were conducted for each of the infrastructure scenarios, and the results of these analyses were used to identify necessary improvements.

The projected traffic volumes, capacity analyses, and potential improvements were discussed during a meeting on August 10, 2007, with representatives from the City of Franklin, the Tennessee Department of Transportation (TDOT), and Fischbach Transportation Group, Inc. Minutes from the meeting are included in the supplemental materials. Also, a public meeting was held at Franklin City Hall on January 23, 2008, in order to discuss the Build conditions and solicit comments. Comment sheets from the meeting are included in the supplemental materials.

In June 2007, a *Tier 2 – Detailed Analysis* was prepared by TDOT and Long Engineering for the Nashville Metropolitan Planning Organization (MPO) for the segment of Columbia Avenue from Mack Hatcher Parkway to Downs Boulevard. Specifically, the summary of the *Tier 2 – Detailed Analysis* states that congestion management strategies, “...may significantly reduce future congestion levels. However, there remains a need for additional capacity based on existing and future traffic volumes. Franklin’s [Major Thoroughfare Plan Update] proposes a multi-lane section with provisions for pedestrians and bicycles. These enhancements, when combined with various CMS toolbox strategies, will increase corridor traffic capacity and reduce congestion, travel time, and delay.”

It is important to note that the widening and improvement of State Route 6 (U.S. Highway 31, Columbia Avenue) is included in the MPO’s Long Range Transportation Plan. Specifically, the

improvement of this facility to three-to-five lanes from Mack Hatcher Parkway to Downs Boulevard is included in the MPO's Long Range Transportation Plan as Project 6027

No environmental survey has been conducted as part of this study. However, a detailed environmental study will need to be performed in conjunction with further advanced planning and design efforts for this improvement.

1.2 Project Study Area

The City of Franklin is located in the center of Williamson County, approximately 20 miles south of Nashville, Tennessee. Columbia Avenue, between Mack Hatcher Parkway and Downs Boulevard, is located immediately south of downtown Franklin.

Williamson County, which is part of the five-county Nashville Metropolitan Planning Organization (MPO), includes approximately 584 square miles and has a population of approximately 164,000 people. The City of Franklin is the county seat, as well as its most populous city with a population of approximately 59,000 persons.

According to the Williamson County Economic Development Office, the population of Williamson County grew 56.3% from 1990 to 2000 and is expected to increase 13.6% between 2007 and 2012. The labor force of Williamson County is approximately 93,500 persons, and the unemployment rate is less than 3%. According to the Nashville Area Metropolitan Planning Organization (MPO), 38% of employees from Williamson County commute to Nashville.

Columbia Avenue is one of the City of Franklin's oldest and most-established arterial corridors. The segment between Mack Hatcher Parkway and Downs Boulevard provides access to downtown Franklin but also provides access to significant commercial and industrial development, as well as the Williamson County Jail, Williamson County Juvenile Court, and Williamson County Rock Quarry. With the future construction of several recently-proposed developments on Columbia Avenue, the land along both sides of the corridor will be substantially built-out.

Several utilities are located within the study area. The utility service providers include:

- City of Franklin Water, Sewer, and Communication Fiber
- AT&T (Telephone)
- Comcast (Television and Internet)
- Atmos Energy (Gas)
- Middle Tennessee Electric Membership Corporation (Electric)

In order to accomplish the improvements identified under Build conditions, these utilities will likely have to be moved or placed underground. However, it is not anticipated that any new utilities will need to be provided.

1.3 Existing Transportation Conditions

In general, the Columbia Avenue corridor travels in a north-south direction between the Cities of Columbia, Spring Hill, and Franklin. The Major Thoroughfare Plan that has been prepared for the City of Franklin classifies this facility as an arterial roadway with a future five-lane cross-section. Currently, the Columbia Avenue corridor includes a three-lane cross-section from Mack Hatcher Parkway to Downs Boulevard. Posted speed limits of 30 mph and 40 mph are found on this portion of Columbia Avenue.

It is important to note that TDOT and the City of Franklin are currently planning an extension of Mack Hatcher Parkway from its existing terminus at Columbia Avenue westward to State Route 96 and Hillsboro Road (State Route 6). This extension, which is included in the City of Franklin's Major Thoroughfare Plan, will improve the vehicular mobility within the City of Franklin. The planned extension of Mack Hatcher Parkway will be constructed with two travel lanes in each direction, separated by a raised grass median.

Currently, the existing eastern half of Mack Hatcher Parkway, including the portion that intersects Columbia Avenue, includes one travel lane in each direction, as well as a depressed grass median. However, TDOT and the City of Franklin are plan to improve this existing facility to include two travel lanes in each direction, separated by a raised grass median.

Recent steady residential and commercial growth has occurred in the City of Franklin, and this growth has placed increasing traffic demands on the roadway infrastructure along the Columbia Avenue corridor. Since 2001, the efforts to address these issues are as follows:

2001

In 2001, the City of Franklin contracted with Fischbach Transportation Group, Inc. and Sullivan Engineering, Inc. to complete an Advance Planning Report for State Route 6 (U.S. Highway 31, Columbia Avenue) from Mack Hatcher Parkway (State Route 397) to Cleburne Street. On October 5, 2001, a field review was conducted and attended by representatives of Fischbach Transportation Group, Inc., Sullivan Engineering, Inc., the City of Franklin, and TDOT.

March 13, 2002

Fischbach Transportation Group, Inc. submitted a draft Advance Planning Report to the City of Franklin Engineering Department for review and approval.

March 20, 2002

A public meeting was held by the City of Franklin Engineering Department. Subsequently, the City of Franklin Board of Mayor and Aldermen voted to withhold the study from consideration by the TDOT, primarily because of concerns about the project's impact on historic properties between Downs Boulevard and Cleburne Street.

July 27, 2004

A letter from State Senator Jim Bryson and State Representative Glen Casada was submitted to Mr. Paul Degges at TDOT, requesting a re-examination of the need to improve State Route 6 (U.S. Highway 31, Columbia Avenue) to a five-lane facility between Mack Hatcher Parkway and Fairground Street.

August 10, 2004

Mr. Degges issued a responding letter to State Senator Bryson and State Representative Casada, indicating that a Feasibility Study would be initiated in order to evaluate their request.

August 17, 2004

Mr. David Parker, Director of the Franklin Engineering Department, submitted copies of the discontinued 2002 Draft Advance Planning Report and the public meeting transcript to Mr. Bill Hart at TDOT.

December 2004

The Franklin Board of Mayor and Alderman approved an agreement with Fischbach Transportation Group, Inc. to update and complete the Advance Planning Report for State Route 6 (U.S. Highway 31, Columbia Avenue).

December 2004

The Franklin Board of Mayor and Alderman approved an agreement with Fischbach Transportation Group, Inc. to update and complete the Advance Planning Report for State Route 6 (U.S. Highway 31, Columbia Avenue).

January 2005 – April 2006

Fischbach Transportation Group, Inc. worked with the City of Franklin in the development of cross-sections and access management strategies that would complement the City's goals for vehicle capacity, traffic flow, and aesthetics on the Columbia Avenue corridor.

May 10, 2006

A partially-updated copy of the Advance Planning Report for State Route 6 (U.S. Highway 31, Columbia Avenue) from Mack Hatcher Parkway to Downs Boulevard was submitted to TDOT's Project Planning Division by Fischbach Transportation Group, Inc.

August 23, 2006

A meeting was held by representatives from TDOT and Fischbach Transportation Group, Inc. in order to discuss TDOT's new requirements for Transportation Planning Reports (TPRs) and updated traffic data coordination with the Nashville MPO.

March 28, 2007

TDOT's Project Planning Division initiated a contract with Long Engineering for the preparation of a TIER 2 Study for State Route 6 (U.S. Highway 31, Columbia Avenue) from Mack Hatcher Parkway to Downs Boulevard.

June 21, 2007

The draft TIER 2 Study was submitted to TDOT.

June 25, 2007

The draft TIER 2 Study was submitted to the Nashville Area MPO for approval.

August 10, 2007

A field review was conducted and attended by representatives of Fischbach Transportation Group, Inc., Sullivan Engineering, Inc., the City of Franklin, TDOT, and the Federal Highway Administration (FHWA).

2. PURPOSE AND NEED

2.1 Purpose

The purpose of widening Columbia Avenue is to provide the capacity necessary to accommodate the projected traffic volumes on this facility. In particular, as residential development continues to increase south and west of Columbia Avenue, this roadway segment will become an increasingly-important link to commercial developments, as well as employment centers on Columbia Avenue and in downtown Franklin.

2.2 Need

Currently, only Columbia Avenue, Lewisburg Pike, and Interstate 65 provide north-south access between southern Williamson County and downtown Franklin. Columbia Avenue and Lewisburg Pike each include only one through lane in each direction, even though both of these facilities provide direct access to the core of Franklin. Because of the existing and future development on Columbia Avenue, between Mack Hatcher Parkway and Downs Boulevard, this facility in particular will require additional capacity in order to accommodate the travel demand.

2.3 Goals

The goals of an improvement to Columbia Avenue are to:

- Relieve traffic congestion on Columbia Avenue
- Improve access to downtown Franklin from areas south of the core
- Increase accessibility to existing and future development on Columbia Avenue

3. PROJECTED TRAFFIC VOLUMES

The following projected traffic Design Hourly Volumes (DHVs) and Average Annual Daily Traffic Volumes (AADTs) are included in the [Appendix](#):

- 2012 DHVs for the Existing Network (no extension of Mack Hatcher Parkway)
- 2032 DHVs for the Existing Network (no extension of Mack Hatcher Parkway)
- 2012 DHVs for the Future Network (with extension of Mack Hatcher Parkway)
- 2032 DHVs for the Future Network (with extension of Mack Hatcher Parkway)
- 2012 and 2032 AADTs for the Existing Network (no extension of Mack Hatcher Parkway)
- 2012 and 2032 AADTs for the Future Network (with extension of Mack Hatcher Parkway)

Specifically, projected traffic volumes were developed for the following intersections:

1. Columbia Avenue and Downs Boulevard
2. Columbia Avenue and Confederate Drive (existing) / Longview Circle (future)
3. Columbia Avenue and Beasley Drive
4. Columbia Avenue and Century Court
5. Columbia Avenue and Southeast Parkway (existing) / Through the Green access (future)
6. Columbia Avenue and Mack Hatcher Parkway

For the existing roadway network (no extension of Mack Hatcher Parkway), the Year 2012 DHVs were developed by collecting Year 2007 ground counts and then adding the traffic that will be generated by the following three projects that have been approved or proposed for construction on Columbia Avenue:

1. Construction of the Longview Office Park with retail and office land uses (on the west side of Columbia Avenue, opposite Confederate Drive)
2. Redevelopment of the Lasko industrial complex as the Franklin Business Park, with office and warehouse land uses (on the east side of Columbia Avenue, south of Confederate Drive)
3. Redevelopment of the Through the Green property with residential, retail, and office land uses (on the west side of Columbia Avenue, opposite Southeast Parkway).

Then, the Year 2032 DHVs for the existing roadway network (no extension of Mack Hatcher Parkway) were developed by increasing the Year 2012 DHVs by 30% in order to account for an average annual growth rate of approximately 1.5%.

For the future roadway network (with extension of Mack Hatcher Parkway), the Year 2012 DHVs were developed by reassigning the Year 2012 DHVs for the existing network in order to account for the change in travel patterns that will occur with the extension of Mack Hatcher Parkway. Specifically, this reassignment was completed with guidance from the transportation model that was developed by the Tennessee Department of Transportation (TDOT) and the Metropolitan Planning Organization (MPO).

Then, the Year 2032 DHVs for the future roadway network (with extension of Mack Hatcher Parkway) were developed by increasing the Year 2012 DHVs by 30% in order to account for an average annual growth rate of approximately 1.5%.

Average Annual Daily Traffic Volumes (AADTs) were established by averaging the AM and PM peak hour volumes and multiplying by 10, based on the assumption that peak hour volumes account for approximately 10% of daily traffic volumes.

The traffic volumes for each of these network scenarios were applied to both No-Build conditions (Columbia Avenue remains a three-lane facility) and Build conditions (Columbia Avenue is widened to include two travel lanes in each direction, plus dedicated turn lanes at key locations).

It is important to note that the projected traffic volumes were reviewed and approved by TDOT's Project Planning Division. The following page includes the letter of approval from TDOT.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROJECT PLANNING DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 Deaderick Street
NASHVILLE, TENNESSEE 37243-0344

Gerald F. Nicely
Commissioner

Phil Bredesen
Governor

July 26, 2007

Mrs. Gillian Parton
Fischbach Transportation Group, Inc.
3326 Aspen Grove Dr., Suite 130
Franklin Tn. 37067

Subject : Columbia Pike Transportation Planning Report (TPR)
Franklin, Williamson County

Dear Gillian,

We have reviewed the traffic projections and after our discussion with Steve Allen yesterday the traffic figures have our approval for your use in the study for the city of Franklin. If I can be of further assistance, please contact me.

Sincerely,

Tony Armstrong
Transportation Manager 1

cc: file

4. OPTIONS ANALYZED

4.1 No Build

Using the peak hour traffic volumes projected for No Build conditions, capacity analyses were conducted for the intersections within the study area. Specifically, in order to identify peak hour levels of operation within the study area, the capacity calculations were performed according to the methods outlined in the Highway Capacity Manual 2000 (HCM 2000). These analyses result in the determination of a Level of Service (LOS), which is a measure of evaluation used to describe how well an intersection operates. LOS A represents free flow traffic operations, and LOS F suggests that the traffic demand exceeds the available capacity. Typically, LOS D is considered to be the minimum acceptable LOS. However, the City of Franklin considers LOS C to be the minimum acceptable LOS. The following tables present the descriptions of LOS for signalized intersections, unsignalized intersections, and arterial corridors.

The analyses conducted for the existing roadway network are based on the assumption that all existing laneage and traffic control within the study area will be maintained and no improvements will be provided. The analyses conducted for the future roadway network are based on the assumption that a second eastbound through lane and a second westbound through lane will be provided on Mack Hatcher Parkway at the intersection with Columbia Avenue. For all other intersections, it was assumed that the existing laneage and traffic control within the study area will be maintained and no improvements will be provided. The results of the capacity analyses for the peak hour traffic volumes are shown in the following tables, and the supplemental materials include the capacity analyses worksheets.

The capacity analyses indicate, with the existing roadway network (no extension of Mack Hatcher Parkway), all of the signalized intersections studied will operate poorly during both peak hours in Years 2012 and 2032. Also, the eastbound and westbound turning movements at the intersection of Columbia Avenue and Beasley Drive will operate poorly during both peak hours in Years 2012 and 2032. Finally, as a whole, the corridor will operate poorly in both directions in both peak hours in Years 2012 and 2032.

With the planned extension of Mack Hatcher Parkway, the through volumes on Columbia Avenue will be reduced, and so the capacity analyses indicate that vehicle delays and queues will be reduced in Years 2012 and 2032, compared to the existing roadway network. However, these reductions are not significant enough to provide adequate operations at all of the intersections studied through the Year 2032.

DESCRIPTIONS OF LOS FOR SIGNALIZED INTERSECTIONS

Level of Service	Description	Average Control Delay per Vehicle (sec)
A	Operations with very low control delay. Progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	≤ 10
B	Operations with stable flows. This generally occurs with good progression, short cycle lengths, or both. More vehicles stop than for LOS A, causing higher levels of average delay.	> 10 and ≤ 20
C	Operations with stable flow. Occurs with fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant, although many still pass through the intersection without stopping.	> 20 and ≤ 35
D	Approaching unstable flow. The influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. Many vehicles stop.	> 35 and ≤ 55
E	Unstable flow. In many cases, this is considered to be the limit for acceptable delay. These high delays generally indicate poor progression, long cycle lengths, and high v/c ratios.	> 55 and ≤ 80
F	Unacceptable delay. This condition often occurs with oversaturation or with high v/c ratios. Poor progression and long cycle lengths may also cause such delay levels.	> 80

Source: Highway Capacity Manual 2000 (HCM2000)

DESCRIPTIONS OF LOS FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Description	Average Control Delay (sec/veh)
A	Minimal delay	≤ 10
B	Brief delay	> 10 and ≤ 15
C	Average delay	> 15 and ≤ 25
D	Significant delay	> 25 and ≤ 35
E	Long delay	> 35 and ≤ 50
F	Extreme delay	> 50

Source: Highway Capacity Manual 2000 (HCM 2000)

DESCRIPTIONS OF LOS FOR ARTERIAL CORRIDORS

Level of Service	Description	Average Travel Speed * (mph)
A	Minimal delay	> 35
B	Brief delay	> 28 and < 2355
C	Average delay	> 22 and < 28
D	Significant delay	> 17 and < 22
E	Long delay	> 13 and < 17
F	Extreme delay	≤ 13

Source: Highway Capacity Manual 2000 (HCM 2000)

* For Class II urban streets with a free-flow speed of 35-45 mph.

YEAR 2012 PEAK HOUR LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (existing laneage and traffic control)	Northbound Left Turns	LOS F 456 sec/veh	75 veh	LOS F 264 sec/veh	125 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		10 veh		12 veh
	Eastbound Right Turns		163 veh		79 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (existing laneage plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS F 131 sec/veh	6 veh	LOS F 127 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		15 veh
	Westbound Left Turns		1 veh		5 veh
Columbia Avenue and Beasley Drive (existing laneage and traffic control)	Northbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Left Turns	LOS F	4 veh	LOS F	12 veh
	Eastbound Thru/Right Turns	LOS D	1 veh	LOS F	3 veh
	Westbound Left/Thru/Right Turns	LOS F	8 veh	LOS F	12 veh

YEAR 2012 PEAK HOUR LEVELS OF SERVICE, CONT.**NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Century Court (existing laneage and traffic control)	Northbound Left Turns	LOS F 82 sec/veh	3 veh	LOS F 183 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		30 veh
	Eastbound Right Turns		18 veh		13 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Southeast Parkway/ Through the Green (existing laneage plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS F 630 sec/veh	2 veh	LOS F 456 sec/veh	6 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		8 veh
	Westbound Left Turns		3 veh		6 veh
Columbia Avenue and Mack Hatcher Parkway (existing laneage and traffic control)	Northbound Left Turns	LOS F 414 sec/veh	2 veh	LOS F 373 sec/veh	3 veh
	Southbound Left Turns		18 veh		63 veh
	Eastbound Left Turns		2 veh		4 veh
	Eastbound Thru/Right Turns		10 veh		43 veh
	Westbound Left Turns		11 veh		75 veh
	Westbound Throughs		9 veh		19 veh
	Westbound Right Turns		248 veh		43 veh

YEAR 2012 ARTERIAL LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS F	LOS C
	Between Century Court and Confederate Drive	LOS B	LOS F
	Between Confederate Drive and Downs Boulevard	LOS B	LOS B
	OVERALL	LOS D	LOS F
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS F	LOS B
	Between Confederate Drive and Century Court	LOS A	LOS E
	Between Century Court and Southeast Parkway	LOS D	LOS F
	OVERALL	LOS F	LOS F

YEAR 2032 PEAK HOUR LEVELS OF SERVICE

NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (existing laneage and traffic control)	Northbound Left Turns	LOS F 984 sec/veh	138 veh	LOS F 724 sec/veh	270 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		14 veh		24 veh
	Eastbound Right Turns		335 veh		177 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (existing laneage plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS F 265 sec/veh	6 veh	LOS F 259 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		15 veh
	Westbound Left Turns		1 veh		5 veh
Columbia Avenue and Beasley Drive (existing laneage and traffic control)	Northbound Left Turns	LOS B	1 veh	LOS C	1 veh
	Southbound Left Turns	LOS C	1 veh	LOS C	1 veh
	Eastbound Left Turns	LOS F	6 veh	LOS F	15 veh
	Eastbound Thru/Right Turns	LOS F	3 veh	LOS F	8 veh
	Westbound Left/Thru/Right Turns	LOS F	14 veh	LOS F	undefined

YEAR 2032 PEAK HOUR LEVELS OF SERVICE, CONT.**NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Century Court (existing laneage and traffic control)	Northbound Left Turns	LOS F 330 sec/veh	22 veh	LOS F 424 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		47 veh
	Eastbound Right Turns		18 veh		29 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Southeast Parkway/ Through the Green (existing laneage plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS F 964 sec/veh	2 veh	LOS F 881 sec/veh	6 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		8 veh
	Westbound Left Turns		3 veh		6 veh
Columbia Avenue and Mack Hatcher Parkway (existing laneage and traffic control)	Northbound Left Turns	LOS F 847 sec/veh	3 veh	LOS F 999+ sec/veh	9 veh
	Southbound Left Turns		37 veh		479 veh
	Eastbound Left Turns		2 veh		3 veh
	Eastbound Thru/Right Turns		10 veh		15 veh
	Westbound Left Turns		153 veh		300 veh
	Westbound Throughs		9 veh		12 veh
	Westbound Right Turns		481 veh		331 veh

YEAR 2032 ARTERIAL LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS F	LOS F
	Between Century Court and Confederate Drive	LOS F	LOS F
	Between Confederate Drive and Downs Boulevard	LOS C	LOS F
	OVERALL	LOS D	LOS F
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS F	LOS F
	Between Confederate Drive and Century Court	LOS D	LOS F
	Between Century Court and Southeast Parkway	LOS F	LOS F
	OVERALL	LOS F	LOS F

YEAR 2012 PEAK HOUR LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (existing laneage and traffic control)	Northbound Left Turns	LOS F 175 sec/veh	4 veh	LOS D 36 sec/veh	20 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		11 veh		15 veh
	Eastbound Right Turns		80 veh		9 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (existing laneage plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS F 83 sec/veh	6 veh	LOS E 74 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		11 veh
	Westbound Left Turns		1 veh		4 veh
Columbia Avenue and Beasley Drive (existing laneage and traffic control)	Northbound Left Turns	LOS A	1 veh	LOS B	1 veh
	Southbound Left Turns	LOS B	1 veh	LOS A	1 veh
	Eastbound Left Turns	LOS F	1 veh	LOS F	5 veh
	Eastbound Thru/Right Turns	LOS C	1 veh	LOS D	1 veh
	Westbound Left/Thru/Right Turns	LOS F	2 veh	LOS F	4 veh

YEAR 2012 PEAK HOUR LEVELS OF SERVICE, CONT.**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Century Court (existing laneage and traffic control)	Northbound Left Turns	LOS B 11 sec/veh	3 veh	LOS C 24 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		9 veh
	Eastbound Right Turns		7 veh		8 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Southeast Parkway/ Through the Green (existing laneage plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS F 289 sec/veh	2 veh	LOS F 162 sec/veh	6 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		8 veh
	Westbound Left Turns		3 veh		6 veh
Columbia Avenue and Mack Hatcher Parkway (with second eastbound and westbound through lanes)	Northbound Left Turns	LOS E 61 sec/veh	17 veh	LOS F 168 sec/veh	12 veh
	Southbound Left Turns		13 veh		35 veh
	Eastbound Left Turns		20 veh		7 veh
	Eastbound Thru/Right Turns		15 veh		26 veh
	Westbound Left Turns		8 veh		35 veh
	Westbound Throughs		8 veh		8 veh
	Westbound Right Turns		41 veh		18 veh

YEAR 2012 ARTERIAL LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS A
	Between Century Court and Confederate Drive	LOS B	LOS F
	Between Confederate Drive and Downs Boulevard	LOS B	LOS A
	OVERALL	LOS B	LOS F
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS F	LOS B
	Between Confederate Drive and Century Court	LOS A	LOS C
	Between Century Court and Southeast Parkway	LOS D	LOS F
	OVERALL	LOS D	LOS D

YEAR 2032 PEAK HOUR LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (existing laneage and traffic control)	Northbound Left Turns	LOS F 588 sec/veh	5 veh	LOS F 232 sec/veh	106 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		14 veh		51 veh
	Eastbound Right Turns		197 veh		17 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (existing laneage plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS F 183 sec/veh	6 veh	LOS F 168 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		15 veh
	Westbound Left Turns		1 veh		5 veh
Columbia Avenue and Beasley Drive (existing laneage and traffic control)	Northbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns	LOS B	1 veh	LOS B	1 veh
	Eastbound Left Turns	LOS F	3 veh	LOS F	12 veh
	Eastbound Thru/Right Turns	LOS D	1 veh	LOS E	2 veh
	Westbound Left/Thru/Right Turns	LOS F	8 veh	LOS F	12 veh

YEAR 2032 PEAK HOUR LEVELS OF SERVICE, CONT.**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Century Court (existing laneage and traffic control)	Northbound Left Turns	LOS C 23 sec/veh	5 veh	LOS E 72 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		31 veh
	Eastbound Right Turns		8 veh		13 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Southeast Parkway/ Through the Green (existing laneage plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS F 405 sec/veh	2 veh	LOS F 310 sec/veh	6 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		8 veh
	Westbound Left Turns		3 veh		6 veh
Columbia Avenue and Mack Hatcher Parkway (with second eastbound and westbound through lanes)	Northbound Left Turns	LOS F 503 sec/veh	173 veh	LOS F 671 sec/veh	15 veh
	Southbound Left Turns		21 veh		43 veh
	Eastbound Left Turns		14 veh		8 veh
	Eastbound Thru/Right Turns		131 veh		140 veh
	Westbound Left Turns		167 veh		245 veh
	Westbound Throughs		13 veh		22 veh
	Westbound Right Turns		40 veh		28 veh

YEAR 2032 ARTERIAL LEVELS OF SERVICE**NO-BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS C
	Between Century Court and Confederate Drive	LOS B	LOS F
	Between Confederate Drive and Downs Boulevard	LOS B	LOS B
	OVERALL	LOS B	LOS F
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS F	LOS B
	Between Confederate Drive and Century Court	LOS B	LOS C
	Between Century Court and Southeast Parkway	LOS E	LOS F
	OVERALL	LOS F	LOS E

4.2 Build

Based on the projected operations of the Columbia Avenue corridor between Mack Hatcher Parkway and Downs Boulevard and the existing land uses within the study area, consideration was given to widening this facility to include two travel lanes in each direction. Also, the cross-sections developed include a raised, grassy median from Confederate Drive to Southeast Parkway, with median cuts to allow full operations at the future intersection with Longview Circle (south) and Franklin Business Park and the existing intersection with Century Court. With this improvement, no median would be provided north of Confederate Drive or south of Southeast Parkway.

Also, it is important to note that two options were developed for terminating the second northbound through lane at the northern terminus of the study area:

Option 1

The new northbound through lane would terminate as a dedicated right turn lane onto James Avenue.

Option 2

The new northbound through lane would terminate as a second left turn lane onto Downs Boulevard. In conjunction with this improvement, Downs Boulevard would be widened for approximately 250 feet to accommodate the second northbound left turn lane.

Based on the projected traffic volumes, the City of Franklin Engineering Department has identified Option 2 as the preferred alternative.

At the southern end of the study area, the new southbound through lane would transition into a dedicated southbound right turn lane. The additional width would be maintained and striped out in order to accommodate any future widening of Columbia Avenue south of Mack Hatcher Parkway.

Typical cross-sections and a functional layout of the Build conditions are included in the [Appendix](#).

In conjunction with the proposed improvement, the existing and planned traffic signal installations at the following locations will need to be rebuilt:

1. Downs Boulevard (existing)
2. Confederate Drive and Longview Circle North (future)
3. Franklin Business Park and Longview Circle South (future)
4. Century Court (existing)
5. Southeast Parkway and Through the Green (future)
6. Parkway Commons Shopping Center (existing)
7. Mack Hatcher Parkway / Hillview Lane (existing)

Each traffic signal installation should include steel poles and mast arms in accordance with City of Franklin standards.

Because of the nature of the land uses and high traffic volumes on Columbia Avenue, an urban cross-section with curb-and-gutter drainage was identified. Also, the curbed cross-section and the median section from Confederate Drive to Southeast Parkway will facilitate the City of Franklin's access management initiatives and limit the driveway cuts to the extent possible. These efforts will reduce the potential for vehicle conflicts and facilitate safe and efficient traffic operations.

Because of right-of-way constraints from Downs Boulevard to Confederate Drive, sidewalks will be provided on the west side from Downs Boulevard to Confederate Drive and, on the east side, from Carr Avenue to Confederate Drive. However, sidewalks will be provided on both sides of the roadway from Confederate Drive to Mack Hatcher Parkway. Because of right-of-way constraints, bicycle lanes will only be provided from Alpha Drive to Mack Hatcher Parkway. However, at Alpha Drive, the bicycle lanes will be able to tie in to the future bicycle facilities included on the City of Franklin's Columbia Avenue Local Street Plan, as described in Section 4.3. It is important to note that the provision of sidewalks and bicycle lanes on both sides of the roadway throughout the entire corridor would require the displacement of existing businesses and right-of-way costs that would make the project fiscally infeasible.

The analyses conducted for the existing roadway network (no extension of Mack Hatcher Parkway) are based on the assumption that, at the intersection with Downs Boulevard, a second northbound left turn lane will be provided and the permissive left turn signal phase will be eliminated. For the intersections with 1.) Confederate Drive and Longview Circle North, 2.) Century Court, and 3.) Southeast Parkway, it was assumed that a second northbound through lane and a second southbound through lane will be provided at each location. The Build conditions include a second northbound through lane north of Mack Hatcher, and so the existing laneage at the intersection with Mack Hatcher Parkway will not change with the proposed improvements. Also, the Build conditions include the construction of a median across Beasley Drive, creating a right-in, right-out intersection. Therefore, capacity analyses for the Build conditions were not conducted for the intersection with Beasley Drive.

The analyses conducted for the future roadway network (with the extension of Mack Hatcher Parkway) are based on the assumption that a second eastbound through lane and a second westbound through lane will be provided on Mack Hatcher Parkway at the intersection with Columbia Avenue. For all other intersections within the future roadway network, it was assumed that no additional improvements will be provided. The results of the capacity analyses for the peak hour traffic volumes are shown in the following tables, and the supplemental materials include the capacity analyses worksheets.

The capacity analyses indicate, with the existing roadway network (no extension of Mack Hatcher Parkway), most of the signalized intersections studied will operate well during both peak hours in Years 2012 and 2032. Also, as a whole, the corridor will generally operate acceptably in both directions in both peak hours in Years 2012 and 2032. Although the intersection with Downs Boulevard and the intersection with Mack Hatcher Parkway will

operate poorly, these results are expected because they mark the termini of the widening project. In each direction, the additional laneage on Columbia Avenue will transition into narrower cross-sections.

With the planned extension of Mack Hatcher Parkway, the through volumes on Columbia Avenue will be reduced, and so the capacity analyses indicate that vehicle delays and queues will be reduced in Years 2012 and 2032, compared to the existing roadway network. Specifically, most of the signalized intersections studied will operate well during both peak hours in Years 2012 and 2032. Also, as a whole, the corridor will operate acceptably in both directions in both peak hours in Years 2012 and 2032. Although the intersection with Downs Boulevard and the intersection with Mack Hatcher Parkway will operate poorly, these results are expected because they mark the termini of the widening project. In each direction, the additional laneage on Columbia Avenue will transition into narrower cross-sections.

YEAR 2012 PEAK HOUR LEVELS OF SERVICE

BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (with second northbound left turn lane and removal of northbound permissive left turn signal phase)	Northbound Left Turns	LOS F 387 sec/veh	23 veh	LOS F 121 sec/veh	38 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		10 veh		10 veh
	Eastbound Right Turns		163 veh		25 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (with second northbound and southbound through lanes, plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS B 14 sec/veh	4 veh	LOS C 23 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		10 veh
	Westbound Left Turns		1 veh		4 veh
Columbia Avenue and Century Court (with second northbound and southbound through lanes)	Northbound Left Turns	LOS A 7 sec/veh	3 veh	LOS B 17 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		8 veh
	Eastbound Right Turns		7 veh		7 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh

* The intersection of Columbia Avenue and Beasley Drive will be a T-intersection under Build conditions, and so this intersection is not included in this table.

YEAR 2012 PEAK HOUR LEVELS OF SERVICE, CONT.**BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Southeast Parkway/ Through the Green (with second northbound and southbound through lanes plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS B 17 sec/veh	2 veh	LOS C 27 sec/veh	6 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		7 veh
	Westbound Left Turns		3 veh		5 veh
Columbia Avenue and Mack Hatcher Parkway (existing laneage and traffic control)	Northbound Left Turns	LOS F 414 sec/veh	2 veh	LOS F 373 sec/veh	3 veh
	Southbound Left Turns		18 veh		63 veh
	Eastbound Left Turns		2 veh		4 veh
	Eastbound Thru/Right Turns		10 veh		43 veh
	Westbound Left Turns		11 veh		75 veh
	Westbound Throughs		9 veh		19 veh
	Westbound Right Turns		248 veh		43 veh

* At the intersection of Columbia Avenue and Mack Hatcher Parkway, the Build conditions include the provision of a second northbound through lane, north of Mack Hatcher Parkway. Therefore, the approach laneage at this intersection will not change, and the results shown are the same as those shown for No-Build conditions.

YEAR 2012 ARTERIAL LEVELS OF SERVICE**BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS C
	Between Century Court and Confederate Drive	LOS B	LOS C
	Between Confederate Drive and Downs Boulevard	LOS B	LOS C
	OVERALL	LOS B	LOS C
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS B	LOS B
	Between Confederate Drive and Century Court	LOS A	LOS B
	Between Century Court and Southeast Parkway	LOS C	LOS E
	OVERALL	LOS B	LOS C

YEAR 2032 PEAK HOUR LEVELS OF SERVICE**BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (with second northbound left turn lane and removal of northbound permissive left turn signal phase)	Northbound Left Turns	LOS F 885 sec/veh	48 veh	LOS F 458 sec/veh	57 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		14 veh		24 veh
	Eastbound Right Turns		335 veh		177 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (with second northbound and southbound through lanes, plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS C 26 sec/veh	6 veh	LOS C 33 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		11 veh
	Westbound Left Turns		1 veh		4 veh
Columbia Avenue and Century Court (with second northbound and southbound through lanes)	Northbound Left Turns	LOS A 9 sec/veh	5 veh	LOS B 13 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		9 veh
	Eastbound Right Turns		7 veh		8 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh

* The intersection of Columbia Avenue and Beasley Drive will be a T-intersection under Build conditions, and so this intersection is not included in this table.

YEAR 2032 PEAK HOUR LEVELS OF SERVICE, CONT.**BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Southeast Parkway/ Through the Green (with second northbound and southbound through lanes plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS C 26 sec/veh	2 veh	LOS C 35 sec/veh	7 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		7 veh
	Westbound Left Turns		3 veh		5 veh
Columbia Avenue and Mack Hatcher Parkway (existing laneage and traffic control)	Northbound Left Turns	LOS F 414 sec/veh	2 veh	LOS F 373 sec/veh	3 veh
	Southbound Left Turns		18 veh		63 veh
	Eastbound Left Turns		2 veh		4 veh
	Eastbound Thru/Right Turns		10 veh		43 veh
	Westbound Left Turns		11 veh		75 veh
	Westbound Throughs		9 veh		19 veh
	Westbound Right Turns		248 veh		43 veh

* At the intersection of Columbia Avenue and Mack Hatcher Parkway, the Build conditions include the provision of a second northbound through lane, north of Mack Hatcher Parkway. Therefore, the approach laneage at this intersection will not change, and the results shown are the same as those shown for No-Build conditions.

YEAR 2032 ARTERIAL LEVELS OF SERVICE**BUILD CONDITIONS WITH THE EXISTING ROADWAY NETWORK
(WITHOUT MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS C
	Between Century Court and Confederate Drive	LOS B	LOS D
	Between Confederate Drive and Downs Boulevard	LOS C	LOS F
	OVERALL	LOS B	LOS E
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS C	LOS B
	Between Confederate Drive and Century Court	LOS B	LOS B
	Between Century Court and Southeast Parkway	LOS D	LOS E
	OVERALL	LOS B	LOS C

YEAR 2012 PEAK HOUR LEVELS OF SERVICE**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (with second northbound left turn lane and removal of northbound permissive left turn signal phase)	Northbound Left Turns	LOS F 176 sec/veh	4 veh	LOS C 29 sec/veh	19 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		11 veh		13 veh
	Eastbound Right Turns		80 veh		8 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (with second northbound and southbound through lanes, plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS B 12 sec/veh	3 veh	LOS C 21 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		10 veh
	Westbound Left Turns		1 veh		4 veh
Columbia Avenue and Century Court (with second northbound and southbound through lanes)	Northbound Left Turns	LOS A 7 sec/veh	3 veh	LOS B 11 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		9 veh
	Eastbound Right Turns		7 veh		8 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh

* The intersection of Columbia Avenue and Beasley Drive will be a T-intersection under Build conditions, and so this intersection is not included in this table.

YEAR 2012 PEAK HOUR LEVELS OF SERVICE, CONT.**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Southeast Parkway/ Through the Green (with second northbound and southbound through lanes plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS B 14 sec/veh	2 veh	LOS C 25 sec/veh	5 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		6 veh
	Westbound Left Turns		3 veh		4 veh
Columbia Avenue and Mack Hatcher Parkway (with second eastbound and westbound through lanes)	Northbound Left Turns	LOS F 414 sec/veh	2 veh	LOS F 373 sec/veh	3 veh
	Southbound Left Turns		18 veh		63 veh
	Eastbound Left Turns		2 veh		4 veh
	Eastbound Thru/Right Turns		10 veh		43 veh
	Westbound Left Turns		11 veh		75 veh
	Westbound Throughs		9 veh		19 veh
	Westbound Right Turns		248 veh		43 veh

* At the intersection of Columbia Avenue and Mack Hatcher Parkway, the Build conditions include the provision of a second northbound through lane, north of Mack Hatcher Parkway. Therefore, the approach laneage at this intersection will not change, and the results shown are the same as those shown for No-Build conditions.

YEAR 2012 ARTERIAL LEVELS OF SERVICE**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS C
	Between Century Court and Confederate Drive	LOS B	LOS B
	Between Confederate Drive and Downs Boulevard	LOS B	LOS B
	OVERALL	LOS B	LOS B
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS B	LOS B
	Between Confederate Drive and Century Court	LOS A	LOS B
	Between Century Court and Southeast Parkway	LOS C	LOS E
	OVERALL	LOS B	LOS C

YEAR 2032 PEAK HOUR LEVELS OF SERVICE**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Downs Boulevard (with second northbound left turn lane and removal of northbound permissive left turn signal phase)	Northbound Left Turns	LOS F 586 sec/veh	6 veh	LOS F 91 sec/veh	27 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		15 veh		51 veh
	Eastbound Right Turns		216 veh		17 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh
Columbia Avenue and Confederate Drive/ Longview Circle (with second northbound and southbound through lanes, plus new Longview Circle and new traffic signal installation)	Northbound Left Turns	LOS B 19 sec/veh	6 veh	LOS C 24 sec/veh	1 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		2 veh		10 veh
	Westbound Left Turns		1 veh		4 veh
Columbia Avenue and Century Court (with second northbound and southbound through lanes)	Northbound Left Turns	LOS A 7 sec/veh	3 veh	LOS B 15 sec/veh	2 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns / Thrus		4 veh		8 veh
	Eastbound Right Turns		7 veh		7 veh
	Westbound Left/Thru/Right Turns		1 veh		1 veh

* The intersection of Columbia Avenue and Beasley Drive will be a T-intersection under Build conditions, and so this intersection is not included in this table.

YEAR 2032 PEAK HOUR LEVELS OF SERVICE, CONT.**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Columbia Avenue and Southeast Parkway/ Through the Green (with second northbound and southbound through lanes plus new Through the Green access and new traffic signal installation)	Northbound Left Turns	LOS B 15 sec/veh	2 veh	LOS C 31 sec/veh	5 veh
	Southbound Left Turns		1 veh		1 veh
	Eastbound Left Turns		3 veh		6 veh
	Westbound Left Turns		3 veh		4 veh
Columbia Avenue and Mack Hatcher Parkway (with second eastbound and westbound through lanes)	Northbound Left Turns	LOS F 414 sec/veh	2 veh	LOS F 373 sec/veh	3 veh
	Southbound Left Turns		18 veh		63 veh
	Eastbound Left Turns		2 veh		4 veh
	Eastbound Thru/Right Turns		10 veh		43 veh
	Westbound Left Turns		11 veh		75 veh
	Westbound Throughs		9 veh		19 veh
	Westbound Right Turns		248 veh		43 veh

* At the intersection of Columbia Avenue and Mack Hatcher Parkway, the Build conditions include the provision of a second northbound through lane, north of Mack Hatcher Parkway. Therefore, the approach laneage at this intersection will not change, and the results shown are the same as those shown for No-Build conditions.

YEAR 2032 ARTERIAL LEVELS OF SERVICE**BUILD CONDITIONS WITH THE FUTURE ROADWAY NETWORK
(WITH MACK HATCHER PARKWAY EXTENSION)**

DIRECTION	CORRIDOR SEGMENT	LEVEL OF SERVICE	
		AM PEAK HOUR	PM PEAK HOUR
Northbound Columbia Avenue	Between Southeast Parkway and Century Court	LOS C	LOS D
	Between Century Court and Confederate Drive	LOS B	LOS C
	Between Confederate Drive and Downs Boulevard	LOS B	LOS B
	OVERALL	LOS B	LOS C
Southbound Columbia Avenue	Between Downs Boulevard and Confederate Drive	LOS B	LOS B
	Between Confederate Drive and Century Court	LOS B	LOS B
	Between Century Court and Southeast Parkway	LOS D	LOS E
	OVERALL	LOS B	LOS C

4.3 Columbia Avenue Local Street Plan

In an effort to help address the existing and projected capacity constraints on Columbia Avenue, as well as to improve access and mobility for the land uses along this corridor, the City of Franklin has developed a Local Street Plan, shown on the following page. This plan identifies several alignments for new local streets that would be parallel to Columbia Avenue, and the City of Franklin has required the incorporation of these new rights-of-way into proposed developments. For example, the north-south roadway identified from Beasley Drive to the Parkway Commons is being implemented in part by the City and in part by the developers of the mixed-use project that has been approved for the former Through the Green property. In addition, this project will provide the east-west corridor directly opposite Southeast Parkway and facilitate the future extension of this new corridor to the future extension of Mack Hatcher Parkway.

As previously noted, the Build conditions include the provision of new bicycle lanes from Alpha Drive to Mack Hatcher Parkway. However, at Alpha Drive, the bicycle lanes will be able to tie in to future bicycle facilities on Alpha Drive, Beta Drive, and the future north-south local street identified on the plan.

If implemented, the roadway network identified on the City's Columbia Avenue Local Street Plan will extend the service life of the existing facility, as well as any future widening of Columbia Avenue. However, even with these improvements, the existing three-lane cross-section will not provide adequate capacity for the projected traffic volumes, either with or without the future extension of Mack Hatcher Parkway.

4.4 Signal System Improvements

In an effort to help address the existing and projected capacity constraints on Columbia Avenue, as well as to improve access and mobility for the land uses along this corridor, the City of Franklin has developed a time-based signal coordination system for the existing traffic signals on Columbia Avenue. As new traffic signals are installed and as a fiber communications network is installed on Columbia Avenue, a communications-based signal system should be implemented. Also, video surveillance cameras should be provided so that the existing and future traffic signals on Columbia Avenue can be incorporated into the monitoring procedures that occur at the City of Franklin's Traffic Operations Center (TOC).

If implemented, a thorough communications-based signal system on Columbia Avenue will extend the service life of the existing facility, as well as any future widening of Columbia Avenue. However, even with these improvements, the existing three-lane cross-section will not provide adequate capacity for the projected traffic volumes, either with or without the future extension of Mack Hatcher Parkway.

Columbia Avenue Local Street Plan



1 inch equals 500 feet



This map was created by the city of Franklin's Engineering 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 material © Copyright 2007, City of Franklin, TN. All rights reserved.

Legend

- Proposed Centerline
- Existing Streets
- Proposed Mack Hatcher Pkwy.
- Existing Property Lines & Right-of-Way

4.5 Reversible Lane

Additional consideration was given to modifying the existing cross-section on Columbia Avenue to provide a reversible through lane within the existing the center turn lane. Reversible lanes are most appropriate where the peak hour traffic is markedly directional in nature. However, with the approval and construction of several large mixed-use projects on this segment of Columbia Avenue, the directional nature of peak hour traffic on this facility will decrease. Also, such a modification would negatively affect all of the existing left turns into the land uses on each side of Columbia Avenue. Specifically, the provision of a reversible through lane within the existing center turn lane would require that all of the existing traffic signals be modified to eliminate the left turn signal phases.

Because a reversible through lane within the existing center turn lane on Columbia Avenue would only facilitate directional peak hour traffic and would be at the expense of protected left turn movements throughout the corridor, the City of Franklin Engineering Department has eliminated this option from consideration for either short-term or long-term implementation.

5. **TDOT'S SEVEN GUIDING PRINCIPLES**

The Tennessee Department of Transportation (TDOT) has adopted seven guiding principles against which all transportation projects are to be evaluated: system management, mobility, economic growth, safety, community, environmental stewardship, and fiscal responsibility. The options identified for Columbia Avenue, Mack Hatcher Parkway to Downs Boulevard, are evaluated against these guiding principles as follows:

Guiding Principle 1: Preserve and Manage the Existing Transportation System

The existing three-lane cross-section on Columbia Avenue is expected to fail by the Year 2012, whether or not Mack Hatcher Parkway is extended to the west. Also, the implementation of the City of Franklin's Columbia Avenue Local Street Plan and/or signal system improvements will improve mobility and reduce travel times but will not significantly extend the service life of the Columbia Avenue corridor. Finally, the provision of a reversible lane within the existing center turn lane would marginally facilitate through traffic but compromise left turn movements along the corridor. Only the Build conditions, which include widening Columbia Avenue to include two travel lanes in each direction, as well as dedicated turn lanes, will provide adequate capacity, reduce traffic density, and increase flow rate.

Guiding Principle 2: Move a Growing, Diverse, and Active Population

As previously discussed, Williamson County in general and the City of Franklin in particular are growing at dramatic rates. Also, there is limited public transportation available to the existing population. Based on the projected traffic volumes on Columbia Avenue, from Mack Hatcher Parkway to Downs Boulevard, the existing three-lane cross-section will not be adequate to provide safe and efficient traffic operations, whether or not Mack Hatcher Parkway is extended to the west. Only the Build conditions, which include widening Columbia Avenue to include two travel lanes in each direction, as well as dedicated turn lanes, will provide adequate capacity, reduce traffic density, and improve flow rate.

Guiding Principle 3: Support the State's Economy

The City of Franklin is Williamson County's most-populous and fastest-growing jurisdiction. Within the City, Columbia Avenue provides direct access to the vibrant downtown core and serves a variety of commercial and industrial land uses that are owned and operated by both public and private entities. In particular, three large mixed-use projects have been proposed for construction on this portion of Columbia Avenue, and two of these projects have been approved by the City of Franklin. Combined, these two projects will bring nearly 1,000,000 square feet of new commercial and office space, as well as 200 residential units, to the Columbia Avenue corridor. The improvements identified in the Build conditions will improve access to these projects, as well as improve access to downtown Franklin's ample shopping and workforce opportunities. All efforts to support the City's economy and the County's economy will also support the State's economy.

Guiding Principle 4: Maximize Safety and Security

TDOT's June 2007, *Tier 2 – Detailed Analysis* identifies recent crash data and calculates crash rates for the segment of Columbia Avenue from Mack Hatcher Parkway to Downs Boulevard. As stated, the actual crash rate for this segment of Columbia Avenue is more than the statewide average for similar roadways. Also, the actual crash rates is more than the critical crash rate, which defines statistically how the actual rates differs from the statewide average. The ratio of the actual crash rate to the critical crash rate indicates that a safety problem may exist.

The No Build option would likely result in additional vehicle conflicts because of extensive vehicle queues and delays. With a widening of Columbia Avenue and the provision of a median, turning movements will be completed with less vehicle conflict. Also, with the additional travel lanes on Columbia Avenue, fire and police response times will be reduced.

Guiding Principle 5: Build Partnerships for Livable Communities

For the first time in recent history, a residential project has been proposed and approved for construction on Columbia Avenue. Specifically, the residential component of the Through the Green redevelopment project will be integrated with existing and proposed residential and commercial developments in an effort to create a sustainable community. Also, throughout future planning and design efforts for the improvement of Columbia Avenue, from Mack Hatcher Parkway to Downs Boulevard, the City of Franklin and the Tennessee Department of Transportation (TDOT) will continue the public involvement process as mandated by the provisions of the National Environmental Policy Act (NEPA).

Guiding Principle 6: Promote Stewardship of the Environment

The improvements identified with the Build conditions follow the existing alignment of Columbia Avenue. Also, every attempt was made to limit the amount of right-of-way acquisition that would be necessary to accomplish the improvements. Therefore, the environmental impact of the proposed improvements is expected to be minimal. A future environmental assessment will identify specific impacts to an existing waterway and cemetery.

Guiding Principle 7: Promote Financial Responsibility

The cost estimates, as depicted in this report, are offered for comparison purposes and will fluctuate with inflation and any unexpected conditions. It is TDOT's goal to follow a comprehensive transportation planning process, promote coordination among public and private operators of transportation systems, and support efforts to provide stable funding for the public component of the transportation system. This entails exercising financial responsibility in the development and implementation of roadway projects and minimizing costs to the taxpayers. Also, it is important to note that the results of the capacity analyses indicate that the existing and projected congestion on Columbia Avenue will be untenable, and the costs of not improving Columbia Avenue – as levied on motorists, taxpayers, and the City of Franklin – will likely outpace the cost of improving this roadway segment.

6. COST ESTIMATE FOR BUILD CONDITIONS

Cost estimates were prepared for the Build conditions identified. The costs are summarized in the Summary Data Tables and Itemized Cost Estimates provided in this report, and the cost estimate calculations are located in the supplemental materials.

7. SUMMARY

The analyses conducted for the purposes of this study indicate that the No Build option does not address the purpose, needs, or goals discussed in this report. Specifically, a widening of Columbia Avenue is needed to accommodate the projected traffic volumes, whether or not Mack Hatcher Parkway is extended west of Columbia Avenue. Also, the Build option will increase mobility to and from downtown Franklin, as well as address the need for improved access along the Columbia Avenue corridor. These results are consistent with TDOT's June 2007, *Tier 2 – Detailed Analysis* for this corridor.

The Build option is compatible with the City of Franklin's Major Thoroughfare Plan and is estimated to cost \$18,439,000.

CHECKLIST OF DETERMINANTS

If preliminary field reviews indicate the presence of any of the following facilities or ESE categories, place an "X" in the blank opposite the item. Where more than one alternate is to be considered, place its letter designation in the blank.

Agricultural land usage	
Airport (existing or proposed)	
Commercial area, shopping center.....	X
Floodplains.....	X
Forested land.....	
Historical, archaeological, cultural, or natural landmark, or	
Cemeteries.....	X
Industrial park, factory.....	X
Institutional usages:	
1. School or other educational institution	
2. Church or other religious institution	
3. Hospital or other medical facility	X
4. Public building, e.g., fire station	X
5. Defense installation.....	
Recreational usages	
1. Park or recreational area, State Natural Area	
2. Wildlife refuge or Wildlife Management Area.....	
Residential establishment	X
Urban area, town, city, or community	X
Waterway, lake, pond, river, stream, spring, wetland	X
Permits required:	
Coast Guard	
Section 404	X
Section 10	
TVA Section 26a Review	
NPDES.....	X
Aquatic Resource Alteration Permit	X
Class V Injection Wells Permit.....	
Location coordinated with local officials	X
Railroad Crossings.....	
Hazardous Material Site.....	
Other	

SUMMARY DATA TABLE

ITEM	EXISTING	PROPOSED
Functional Class	Urban Minor Arterial	Urban Minor Arterial
System	STP	STP
Length (Miles)	1.17	1.17
Cross Section (Feet)	See Appendix	See Appendix
Columbia Ave. (US 31, SR 6) Year 2012 AADT	See Appendix	See Appendix
Columbia Ave. (US 31, SR 6) Year 2032 AADT	See Appendix	See Appendix
Columbia Ave. (US 31, SR 6) DHVs		10%
% Trucks on Columbia Avenue		4%
Estimated Right-of-Way Acquisition (Acres)		8.23
Estimated Right-of-Way Tracts Effected		44
Estimated Family Displacements		0
Estimated Business Displacements		0
Estimated Non-Profit Displacements		0
Estimated Right-of-Way Cost		\$3,639,000
Estimated Utility Cost Reimbursable		\$0
Estimated Utility Cost Non-Reimbursable		\$4,090,000
Estimated Construction Cost		\$9,917,000
Estimated Preliminary Engineering Cost (8%)		\$793,000
Total Estimated Project Cost		\$18,439,000

DESIGN CRITERIA**ROUTE** Columbia Avenue (US 31, SR 6) **ALTERNATE** N/A **SECTION** N/A**REGION** 3 **COUNTY** Williamson **PROJECT NO.** N/A**LOCATION: FROM:** Mack Hatcher Parkway**TO:** Downs BoulevardColumbia Avenue (US 31, SR 6), 2012 AADT..... See AppendixColumbia Avenue (US 31, SR 6), 2032 AADT..... See AppendixColumbia Avenue (US 31, SR 6), Percent Trucks..... 4%DHV 10%FUNCTIONAL CLASSIFICATION..... Urban Minor ArterialMINIMUM DESIGN SPEED..... 40 mphACCESS CONTROL..... N/AMINIMUM CURVE 10 Deg 00' (S.E. 0.04%)MAXIMUM GRADE 8.0%MINIMUM STOPPING SIGHT DISTANCE..... 275' - 325'SURFACE WIDTH 5@12'NUMBER OF LANES 5USABLE SHOULDER WIDTH 6 – 30 C&GMEDIAN WIDTH 12' Turn LaneMINIMUM RIGHT-OF-WAY 84'*SIGNALIZATION..... ****REMARKS:**

* Easement will be required outside Right-of-Way.

** Modify existing signal installations and install new traffic signals with mast arm poles per City standards.

COST ESTIMATES**PROJECT:** Columbia Avenue (U.S. Highway 31, State Route 6)**LOCATION: FROM:** Mack Hatcher Parkway**TO:** Downs Boulevard**LENGTH:** 1.17 linear miles**CROSS SECTION:** various (See Appendix)**Right-of-Way**

Land, Improvements, and Damages (8.23 ac)	\$3,487,000
Incidentals (44 Tracts)	\$152,000
Relocation Payments (0 Residences, 0 Businesses, 0 Non-Profits)	\$0
Total Right-of-Way Cost.....	\$3,639,000

Utility Relocation

Reimbursable	\$3,990,000
Non-Reimbursable	\$100,000
Total Adjustment Cost	\$4,090,000

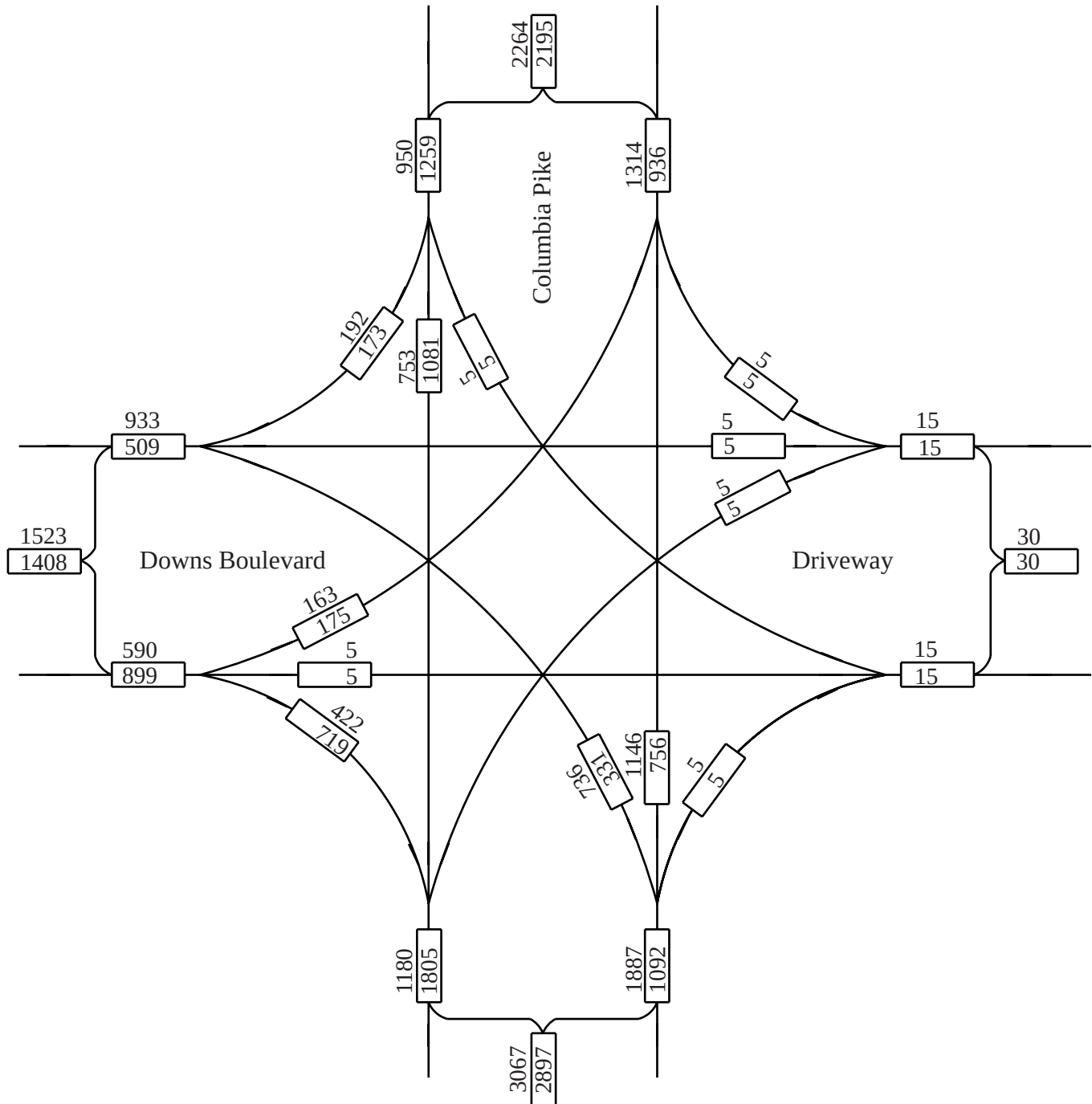
Construction

Clear and Grubbing.....	\$64,000
Earthwork.....	\$468,000
Pavement Removal	\$98,000
Drainage (Includes Erosion Control).....	\$3,018,000
Structures	\$133,000
Railroad Crossing	\$0
Paving	\$2,833,000
Retaining Walls.....	\$167,000
Maintenance of Traffic	\$409,000
Topsoil	\$106,000
Seeding and Sodding	\$183,000
Landscaping.....	\$0
Signing/Pavement Marking	\$55,000
Signalization and Lighting.....	\$977,000
Fence	\$31,000
Guardrail	\$0
Rip Rap or Slope Protection	\$38,000
Walking/Bike Trail	\$0
Mobilization.....	\$351,000
Miscellaneous and Contingency Allowance.....	\$986,000
Total Construction Cost	\$9,917,000
Preliminary Engineering (8% of Construction)	\$793,000

TOTAL SECTION COST \$18,439,000

APPENDIX – TRAFFIC PROJECTIONS

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

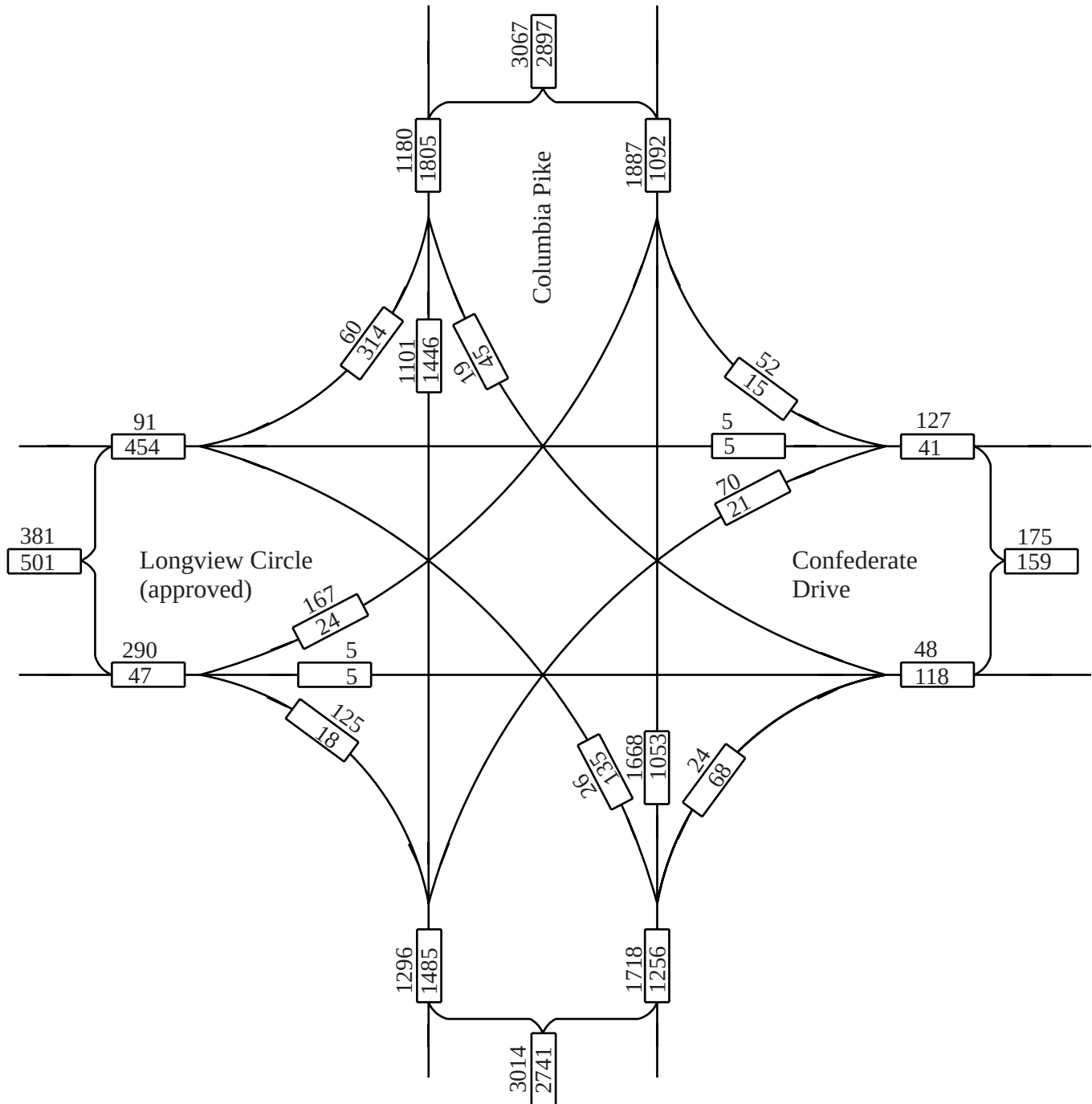


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Downs Boulevard
 Year Year 2012 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

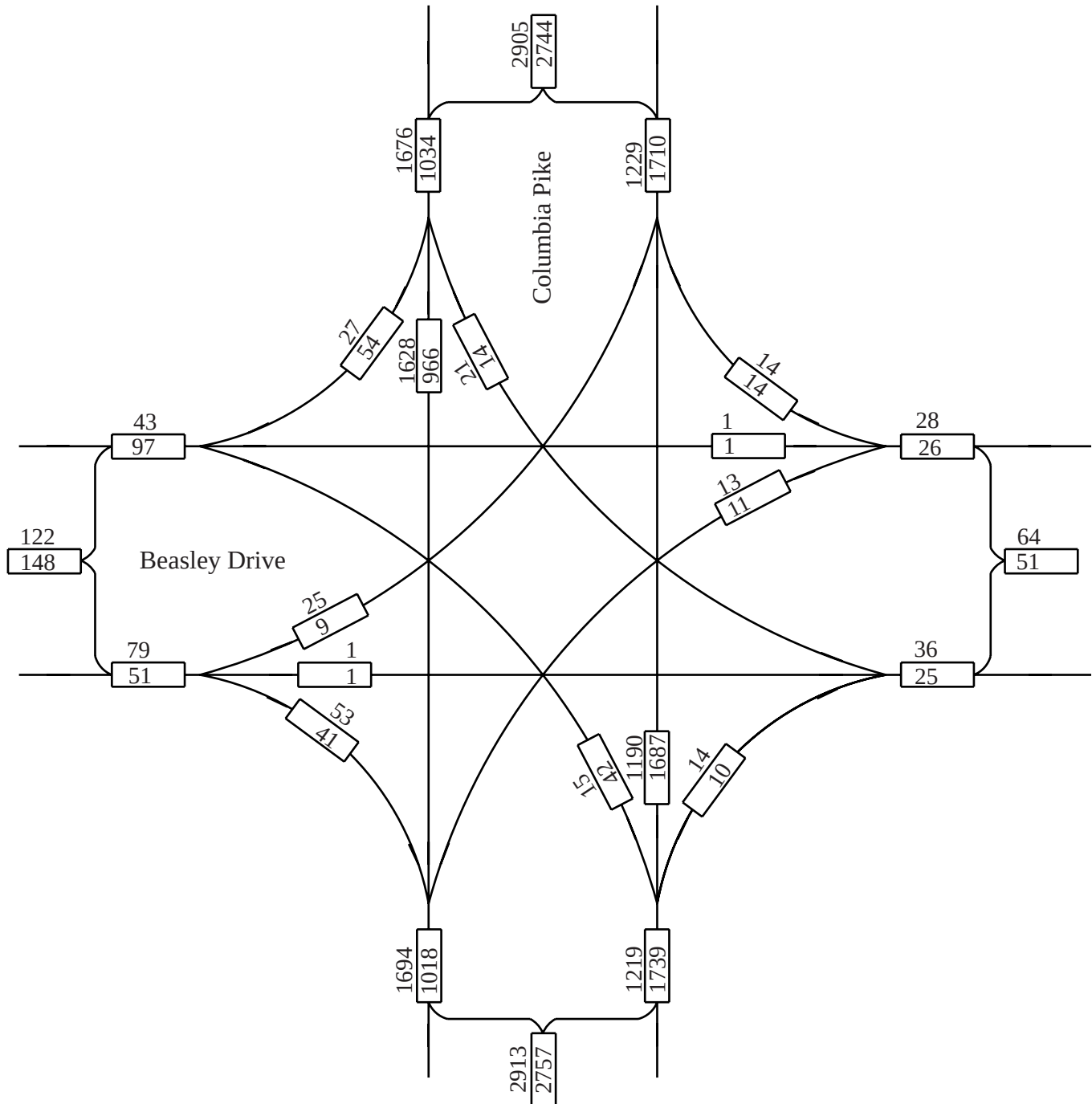


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Confederate Drive
 Year Year 2012 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

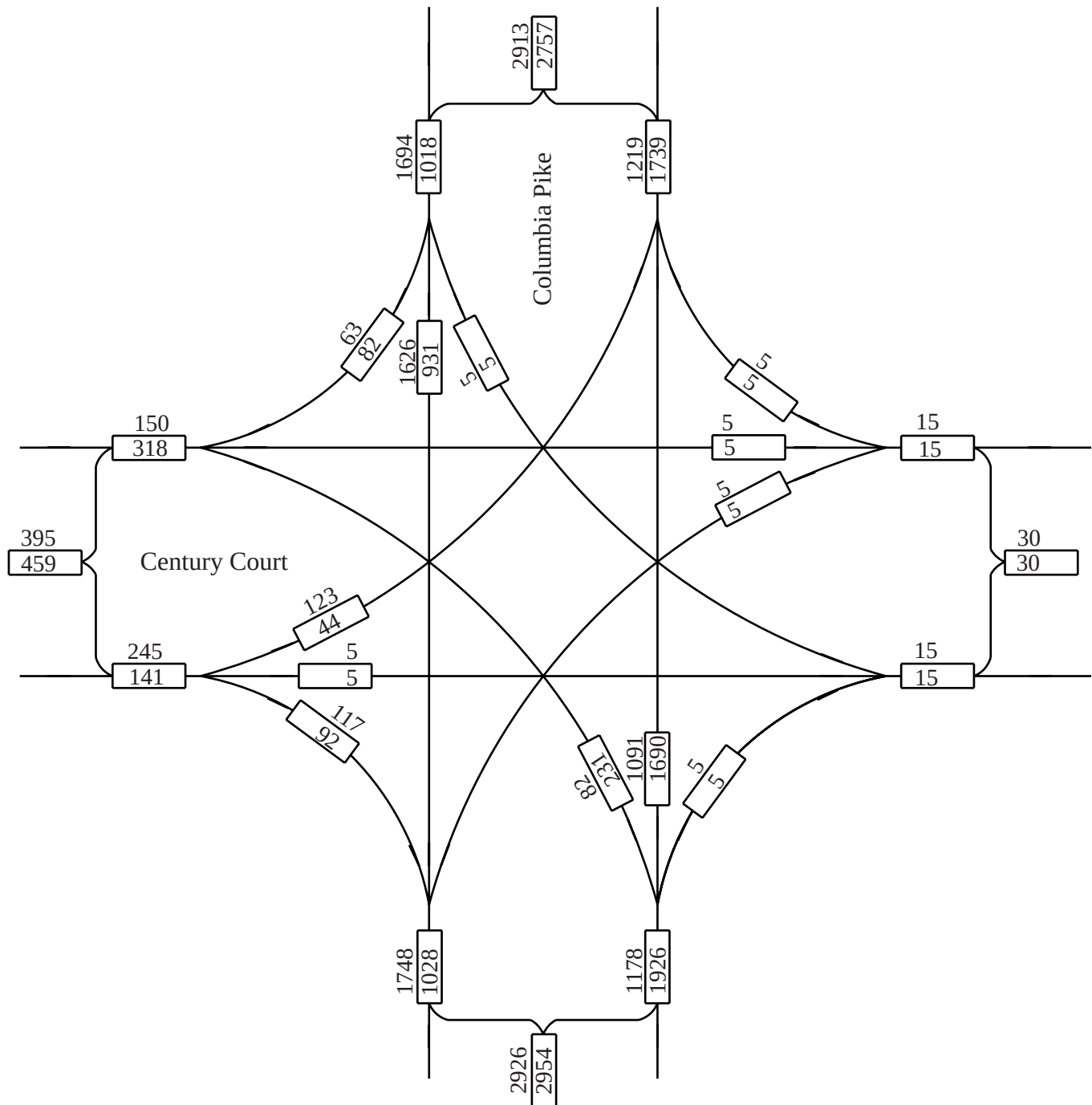


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Beasley Drive
 Year Year 2012 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

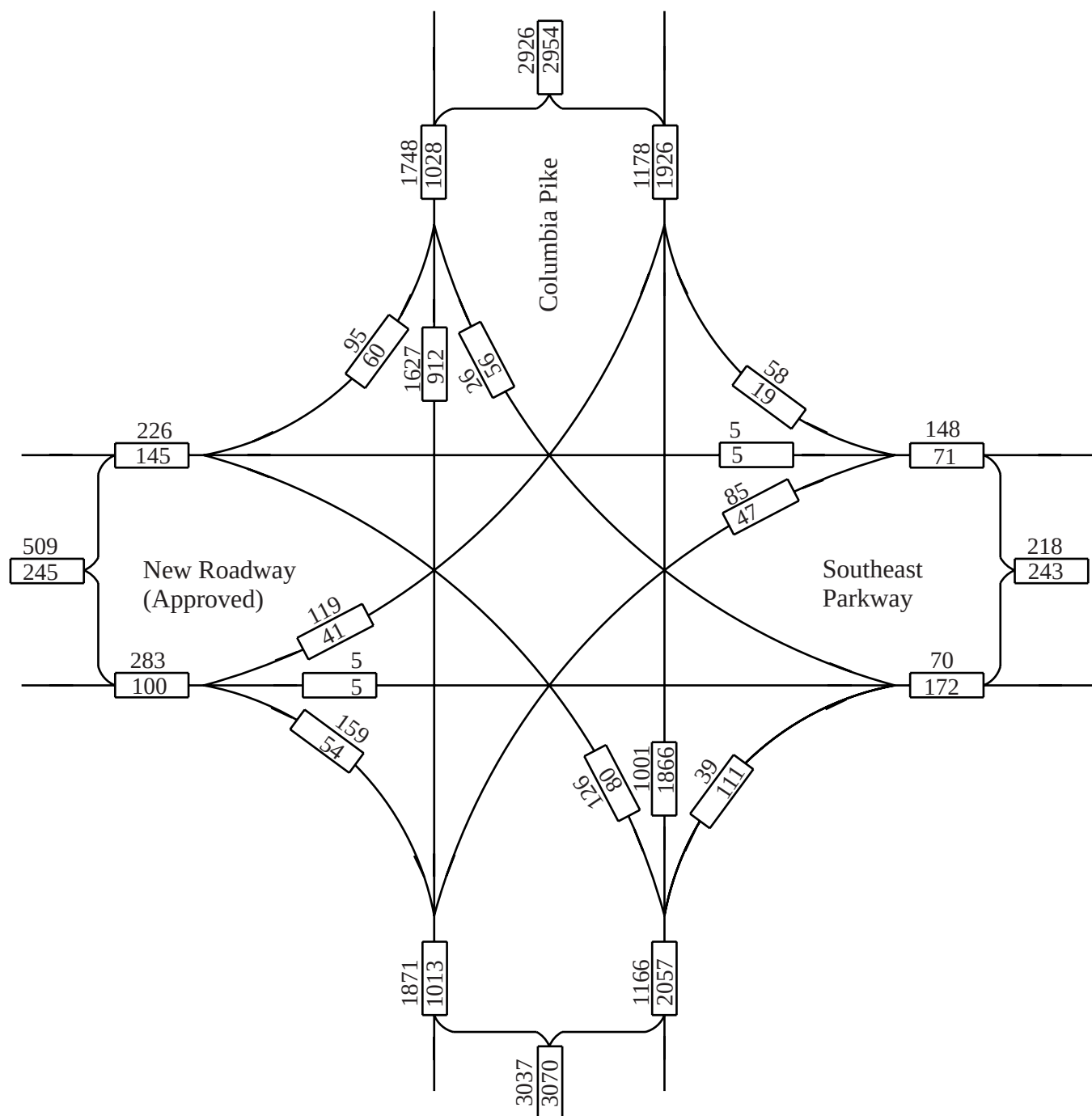


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Century Court
 Year Year 2012 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
Traffic Engineering and Planning



No Scale

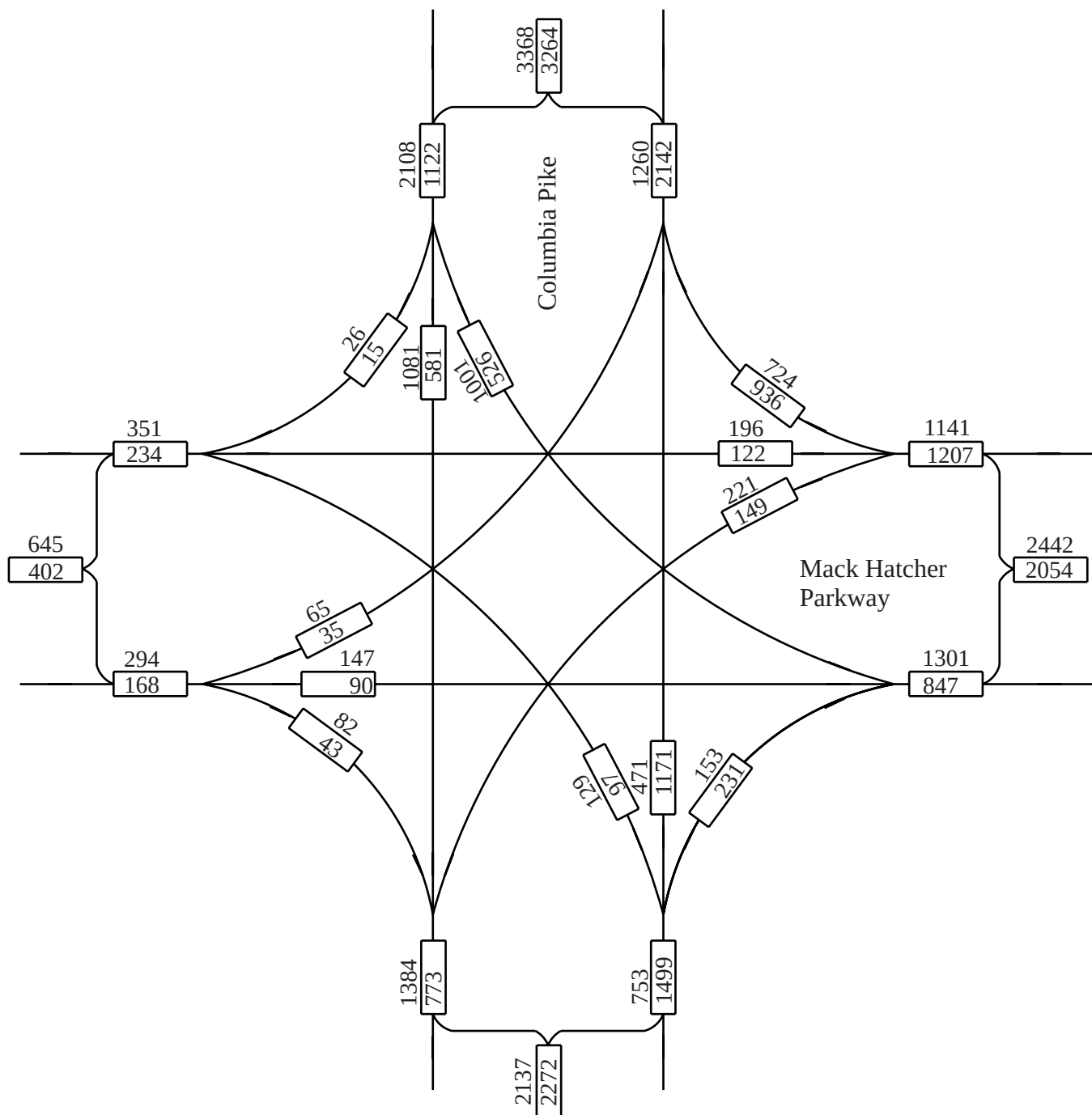
XX - AM Peak Hour Volumes
XX - PM Peak Hour Volumes

Location Columbia Pike and Southeast Parkway

Year	Year 2012 DHVs
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Description	<u>Existing Roadway Network</u>
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F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

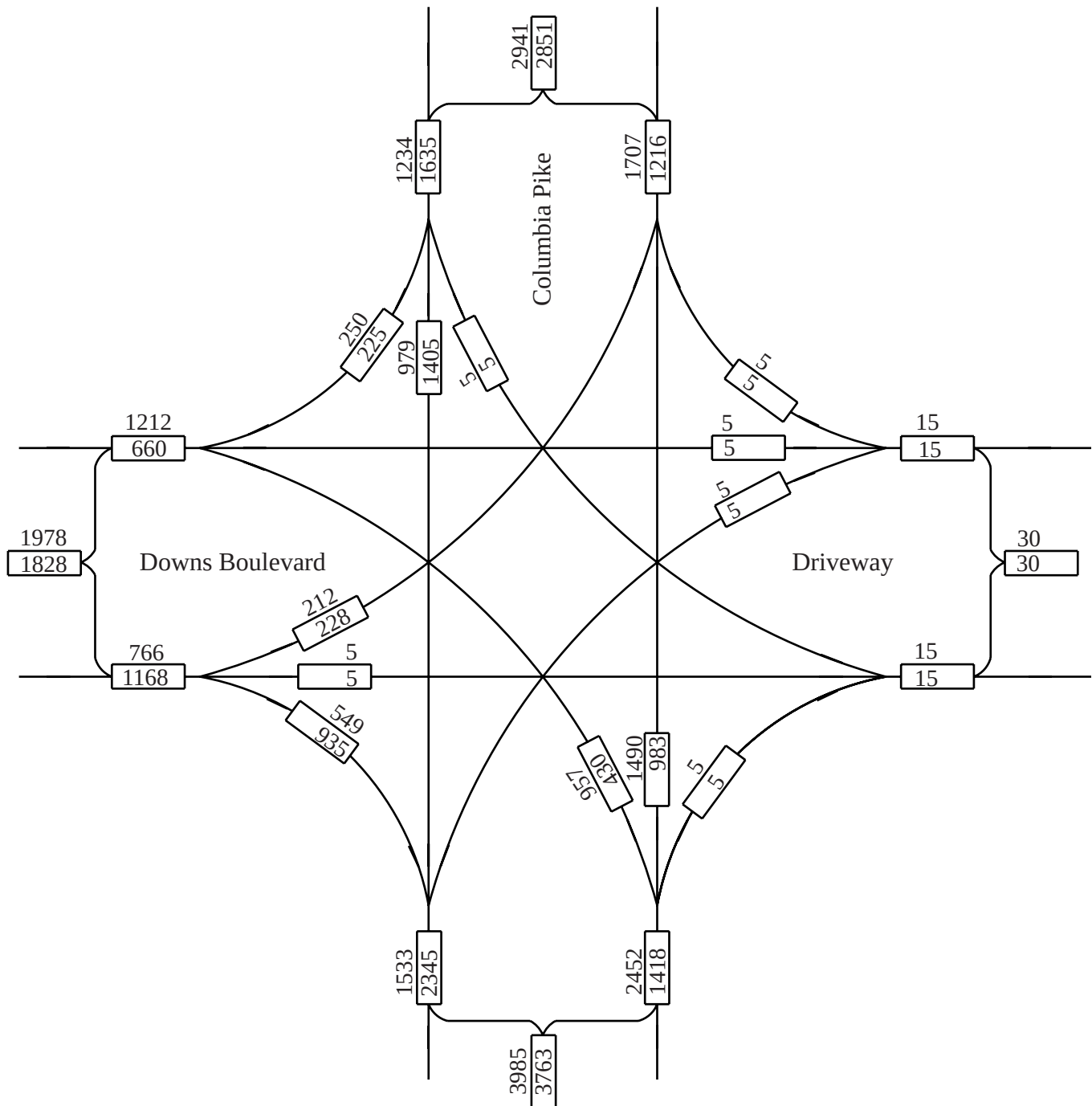
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Mack Hatcher Parkway

Year Year 2012 DHVs

Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
Traffic Engineering and Planning



No Scale

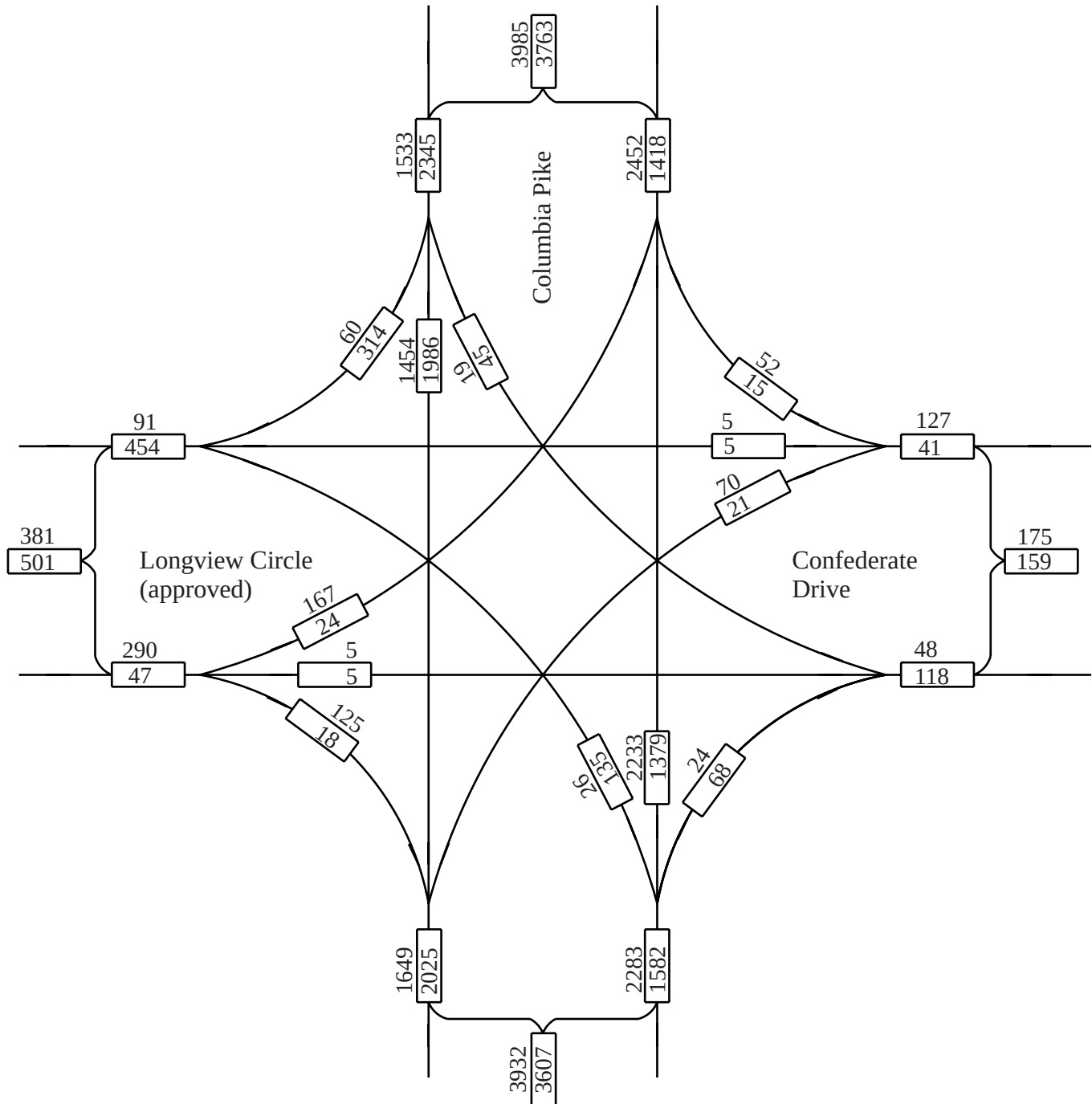
XX - AM Peak Hour Volumes
XX - PM Peak Hour Volumes

Location	<u>Columbia Pike and Downs Boulevard</u>
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Year	Year 2032 DHVs
------	----------------

Description Existing Roadway Network

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Transportation Group, Inc.
 Traffic Engineering and Planning

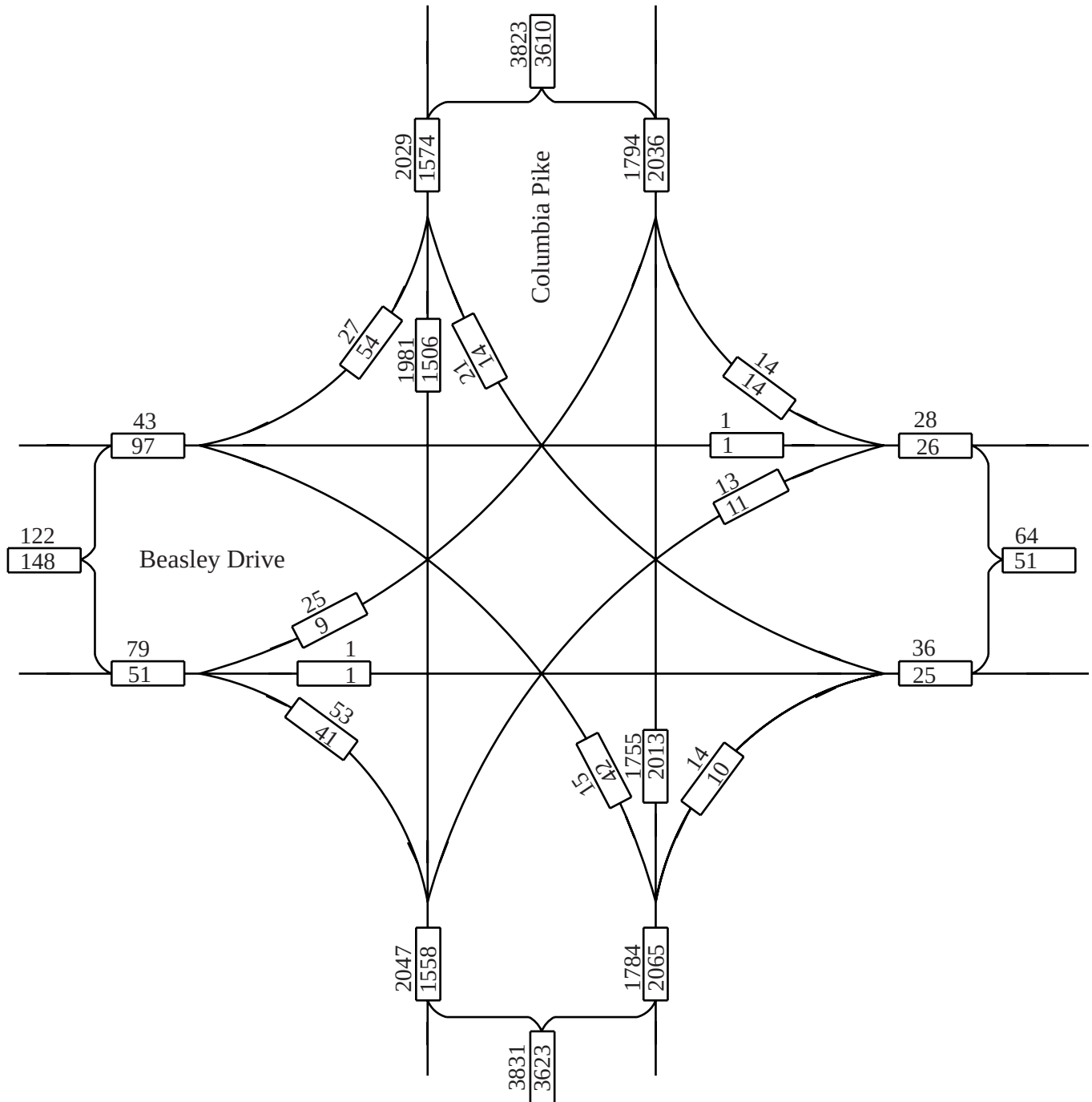


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Confederate Drive
 Year Year 2032 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

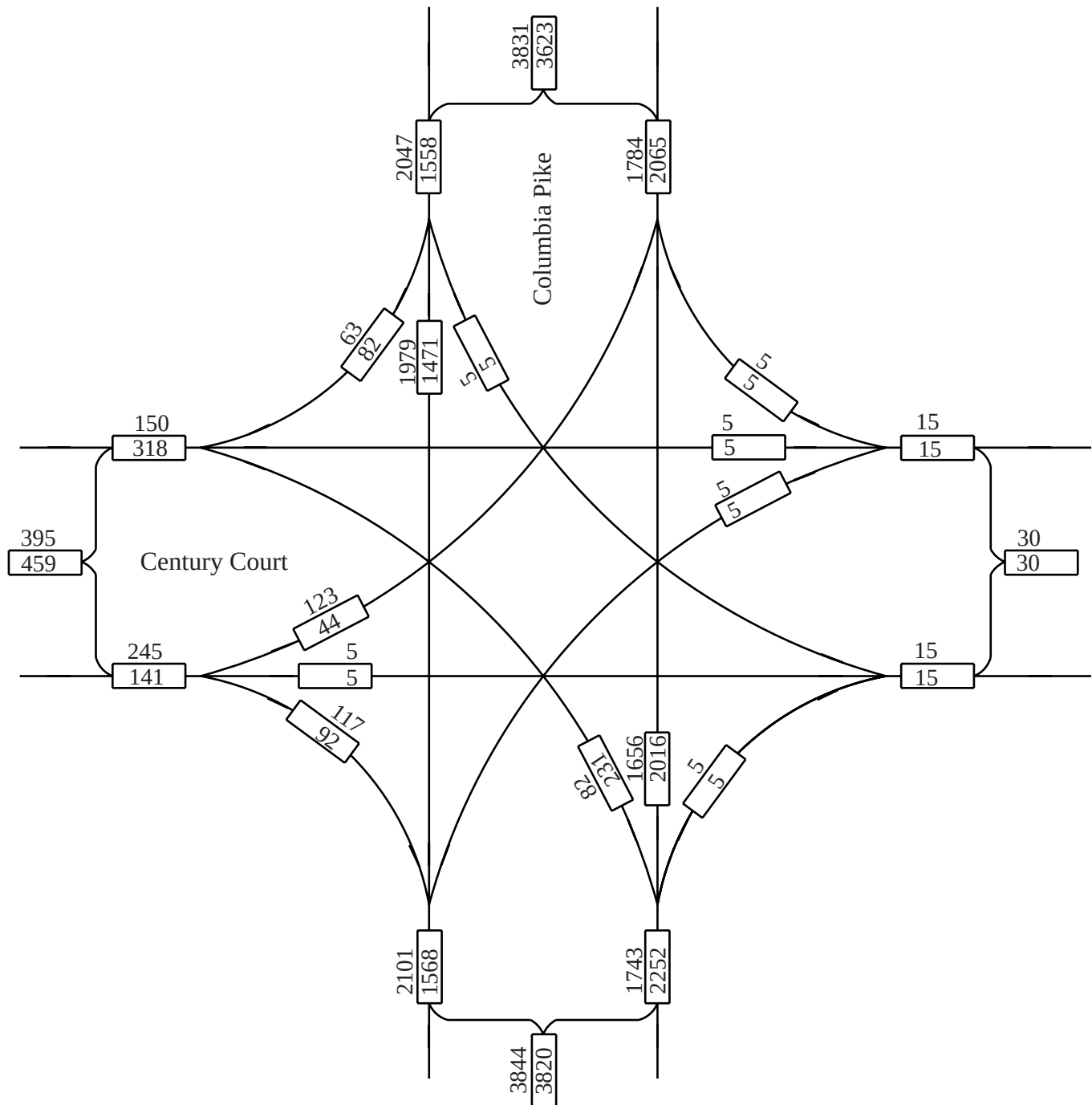
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Beasley Drive

Year Year 2032 DHVs

Description Existing Roadway Network

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Transportation Group, Inc.
 Traffic Engineering and Planning

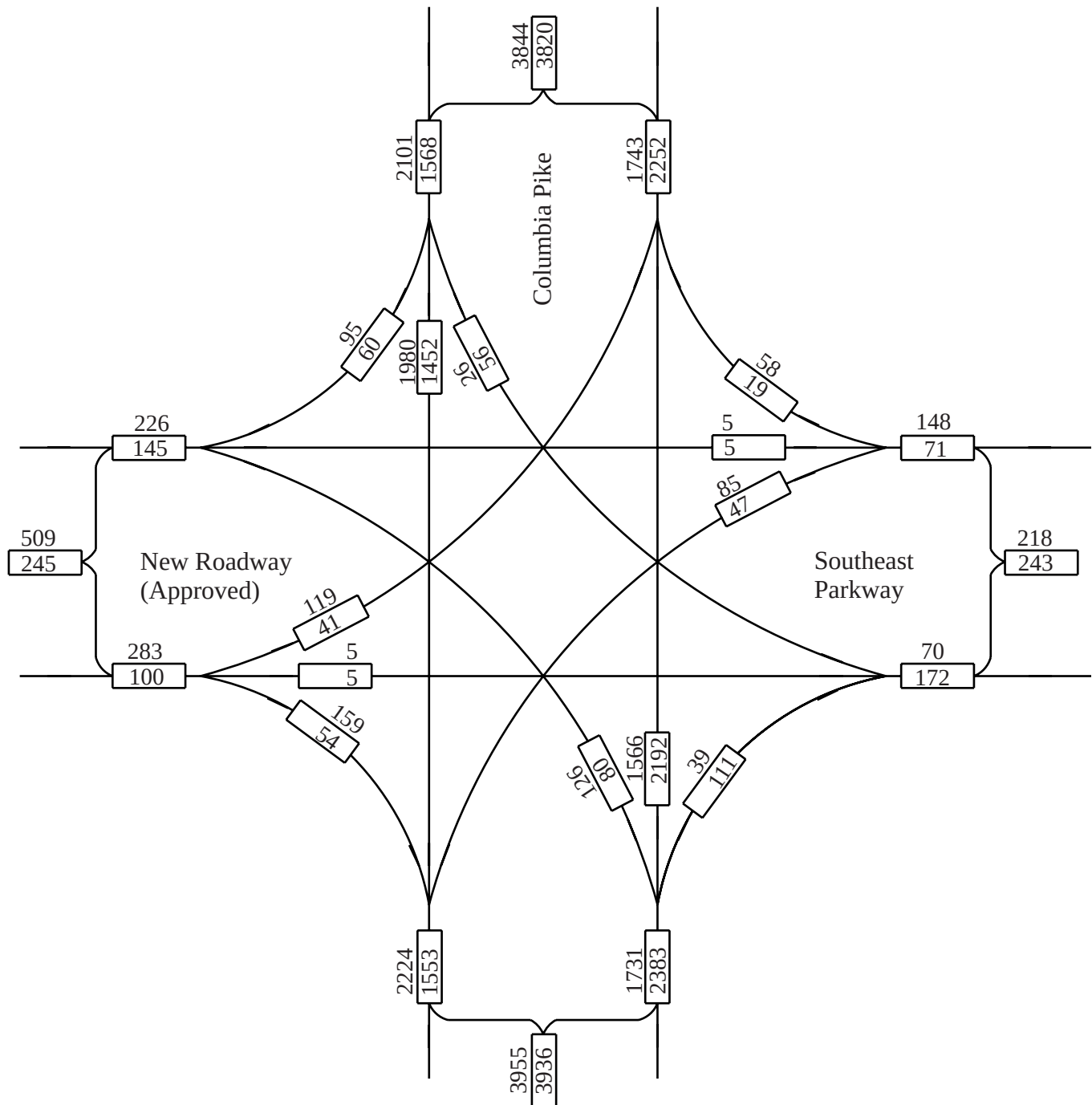


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Century Court
 Year Year 2032 DHVs
 Description Existing Roadway Network

F i s c h b a c h
Transportation Group, Inc.
Traffic Engineering and Planning



No Scale

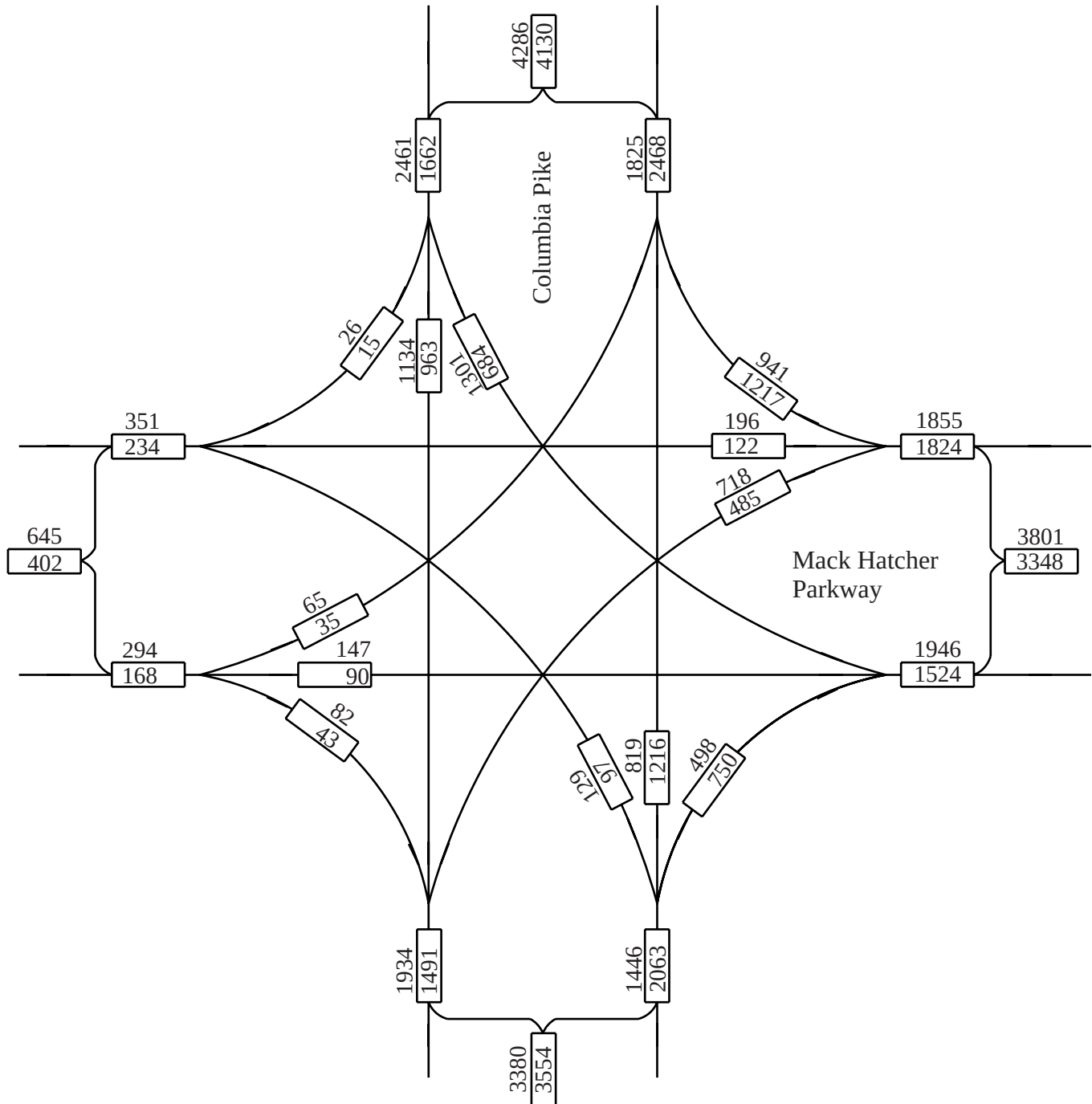
XX - AM Peak Hour Volumes
XX - PM Peak Hour Volumes

Location Columbia Pike and Southeast Parkway

Year	Year 2032 DHVs
------	----------------

Description	<u>Existing Roadway Network</u>
-------------	---------------------------------

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

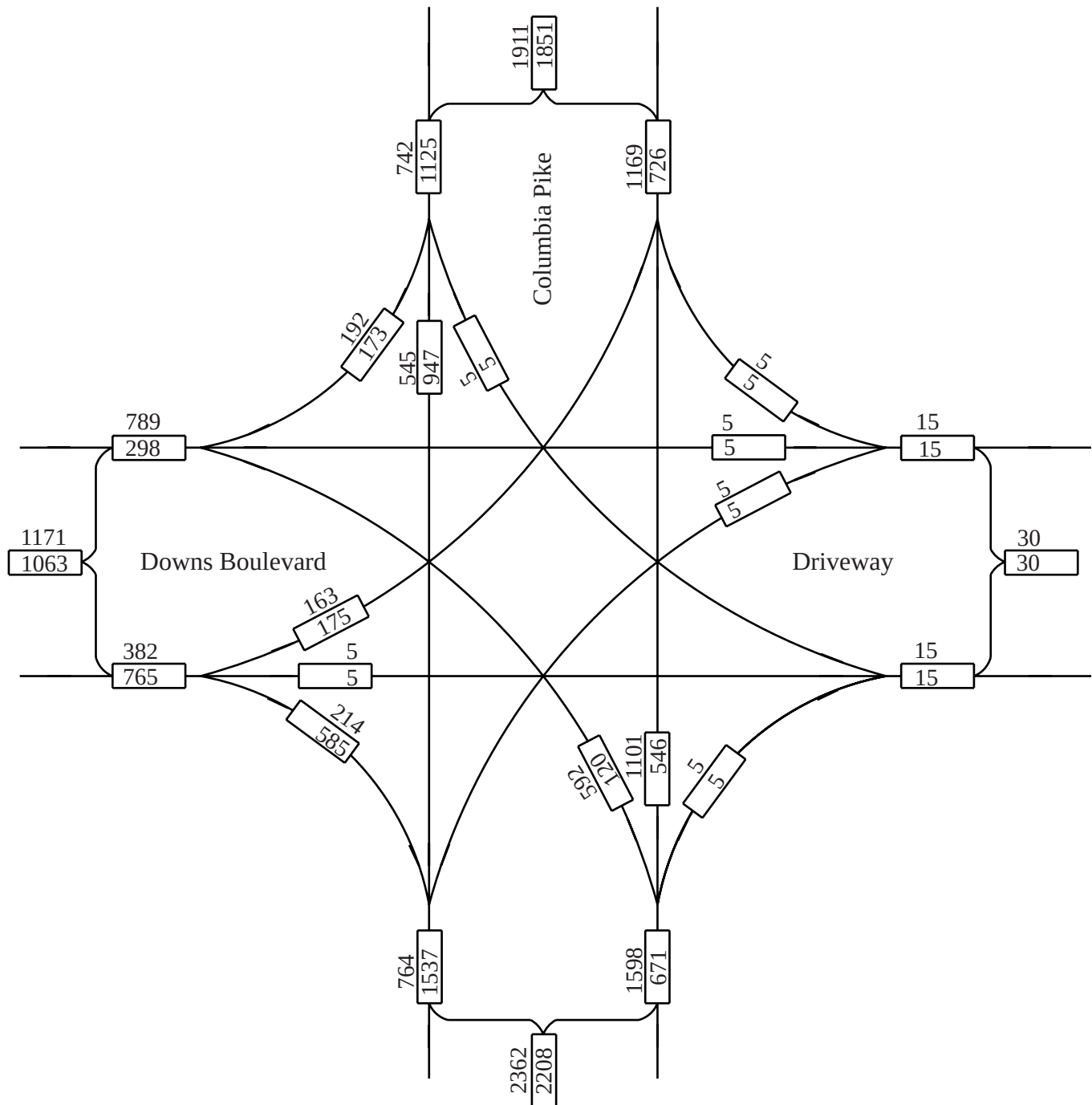
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Mack Hatcher Parkway

Year Year 2032 DHVs

Description Existing Roadway Network

F i s c h b a c h
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 Traffic Engineering and Planning

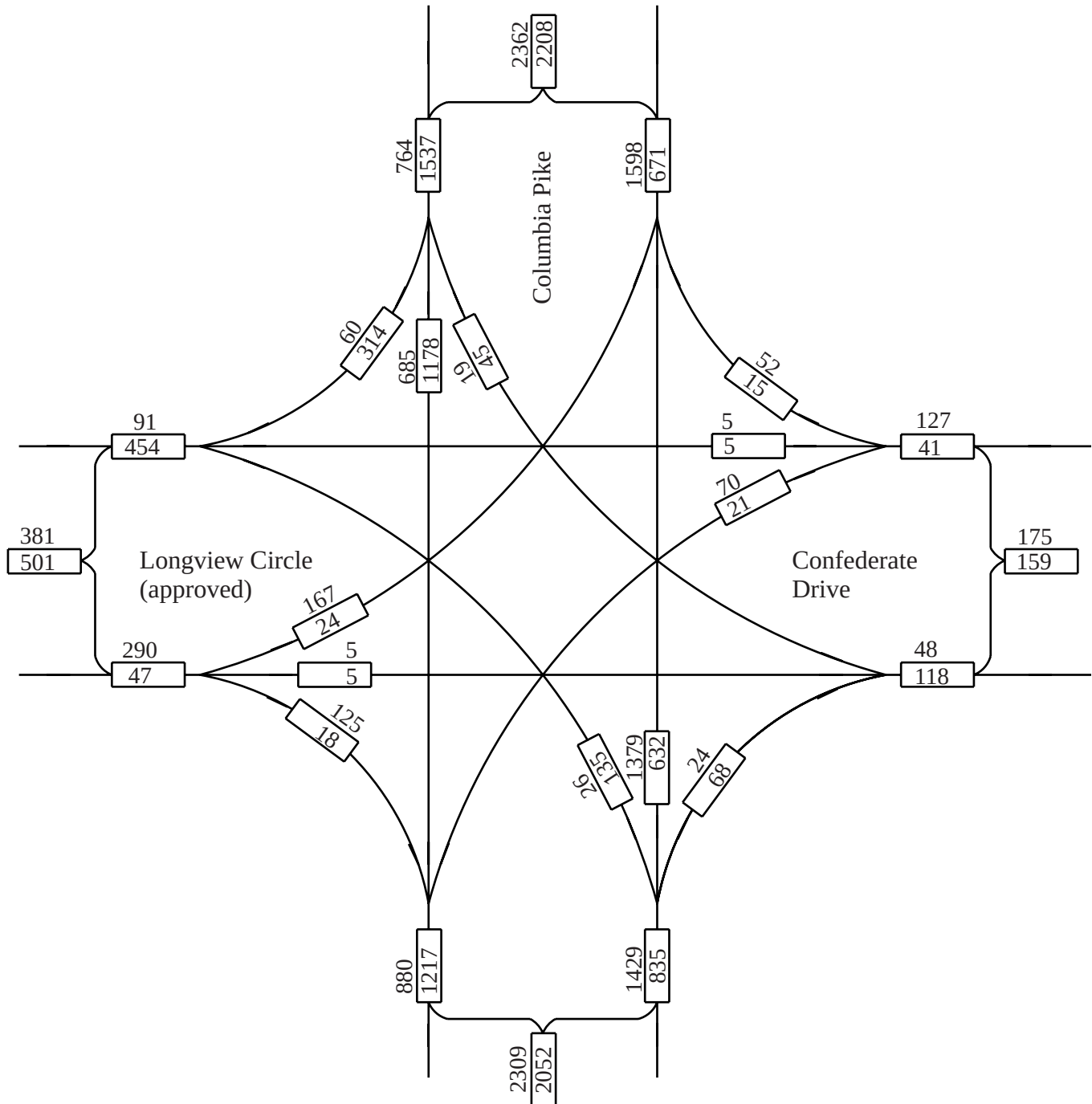


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Downs Boulevard
 Year Year 2012 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

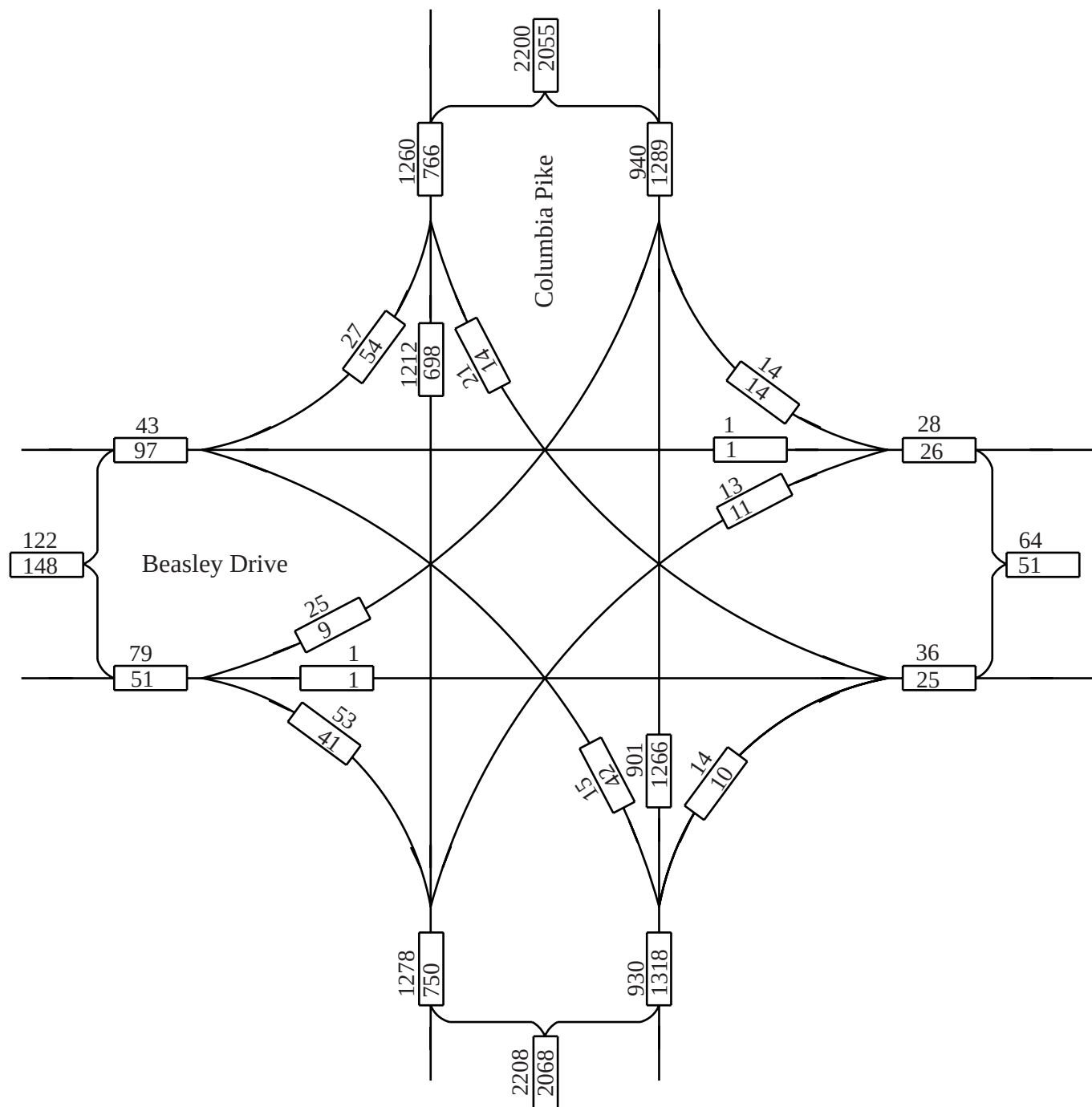


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Confederate Drive
 Year Year 2012 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
Traffic Engineering and Planning



No Scale

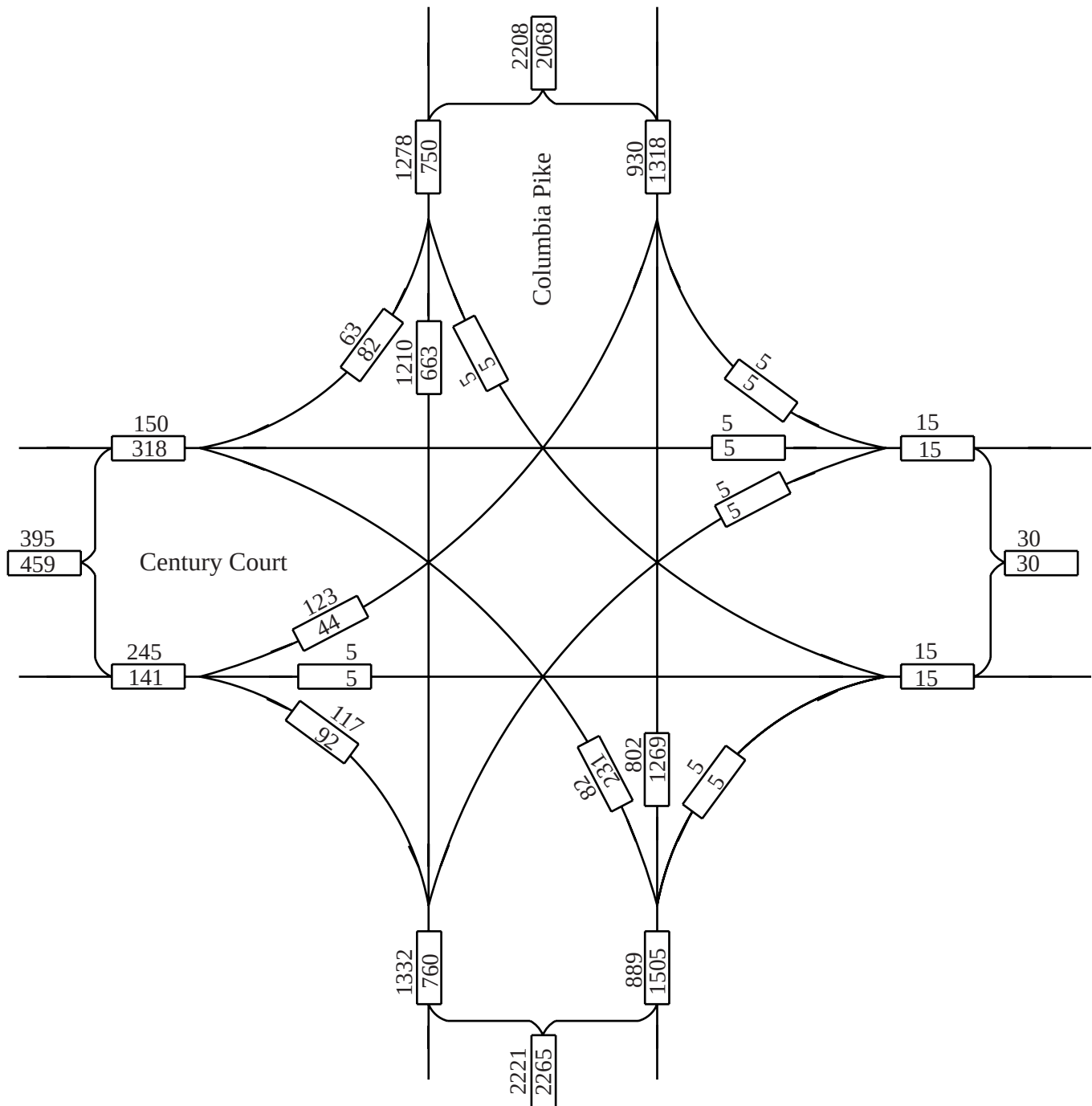
XX - AM Peak Hour Volumes
XX - PM Peak Hour Volumes

Location	Columbia Pike and Beasley Drive
----------	---------------------------------

Year	Year 2012 DHVs
------	----------------

Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

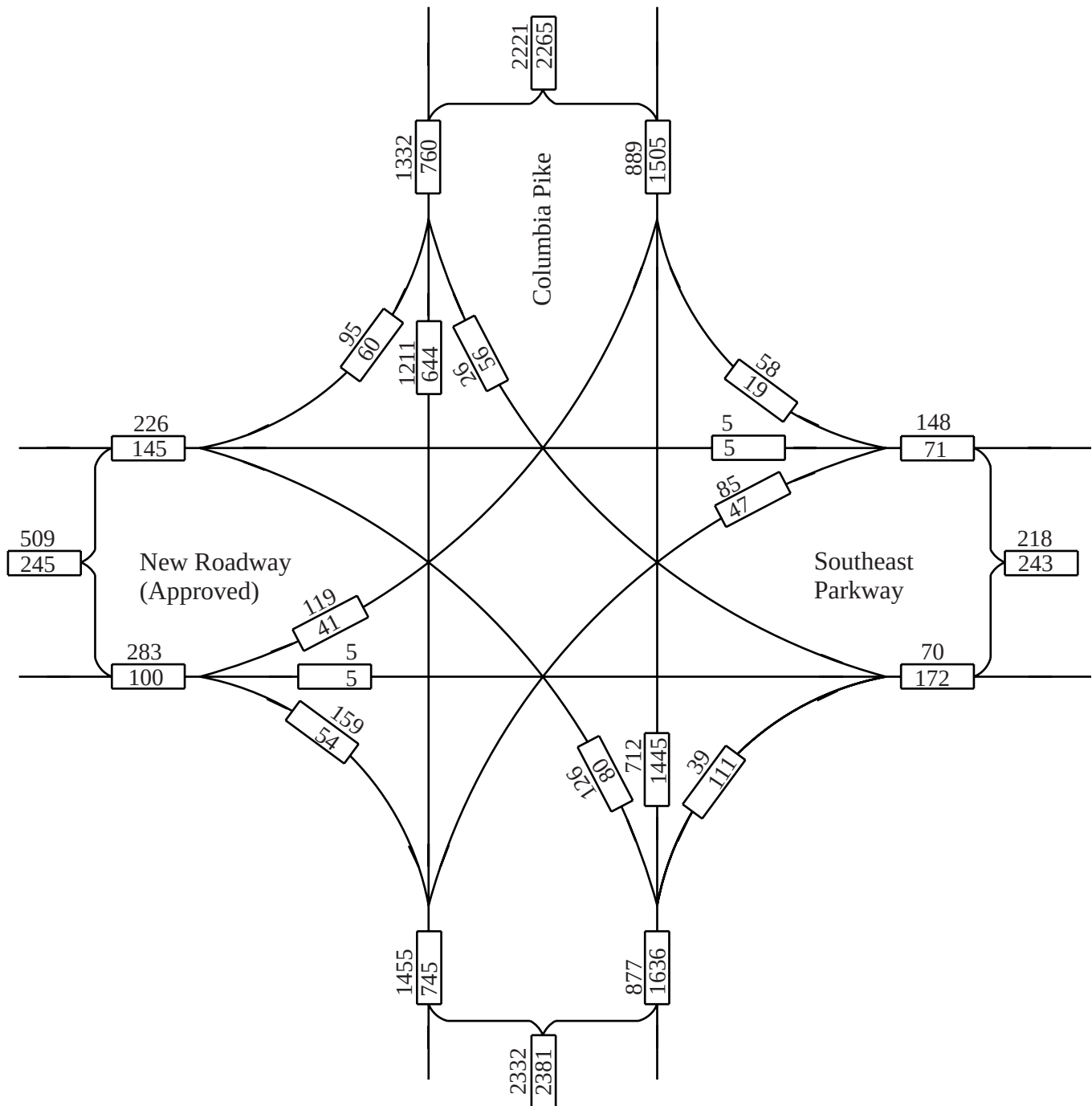


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Century Court
 Year Year 2012 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

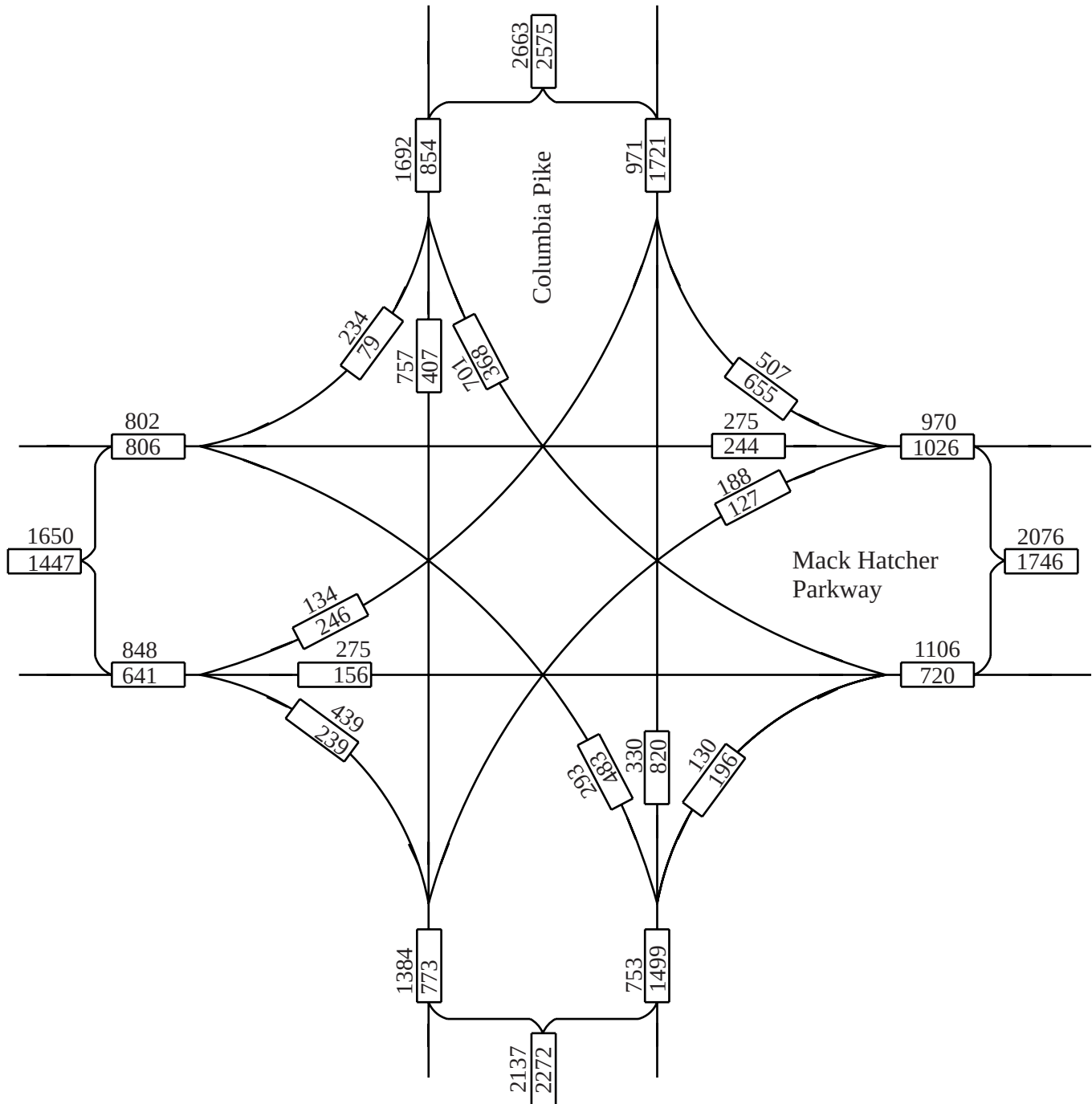


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Southeast Parkway
 Year Year 2012 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

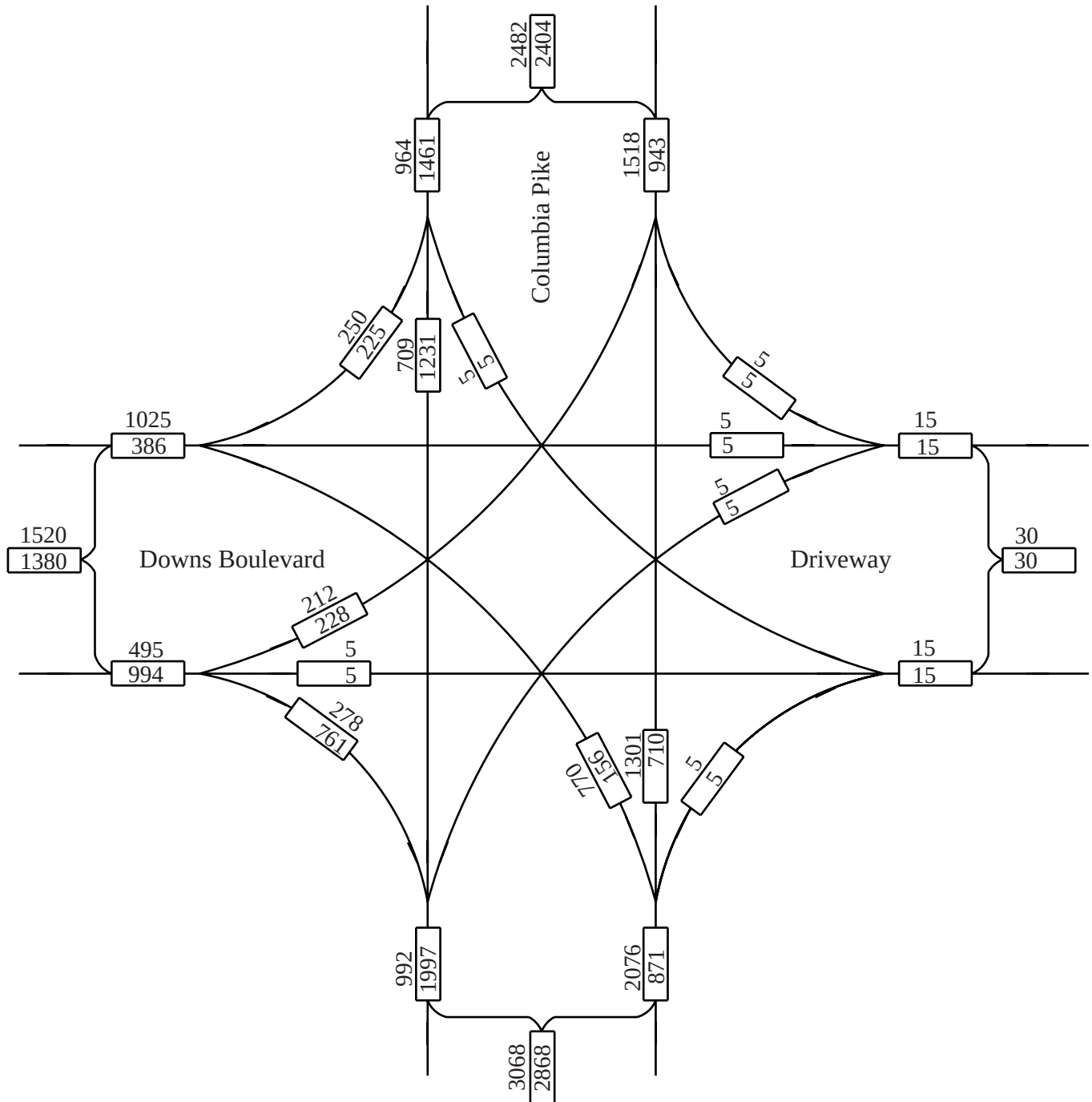
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Mack Hatcher Parkway

Year Year 2012 DHVs

Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

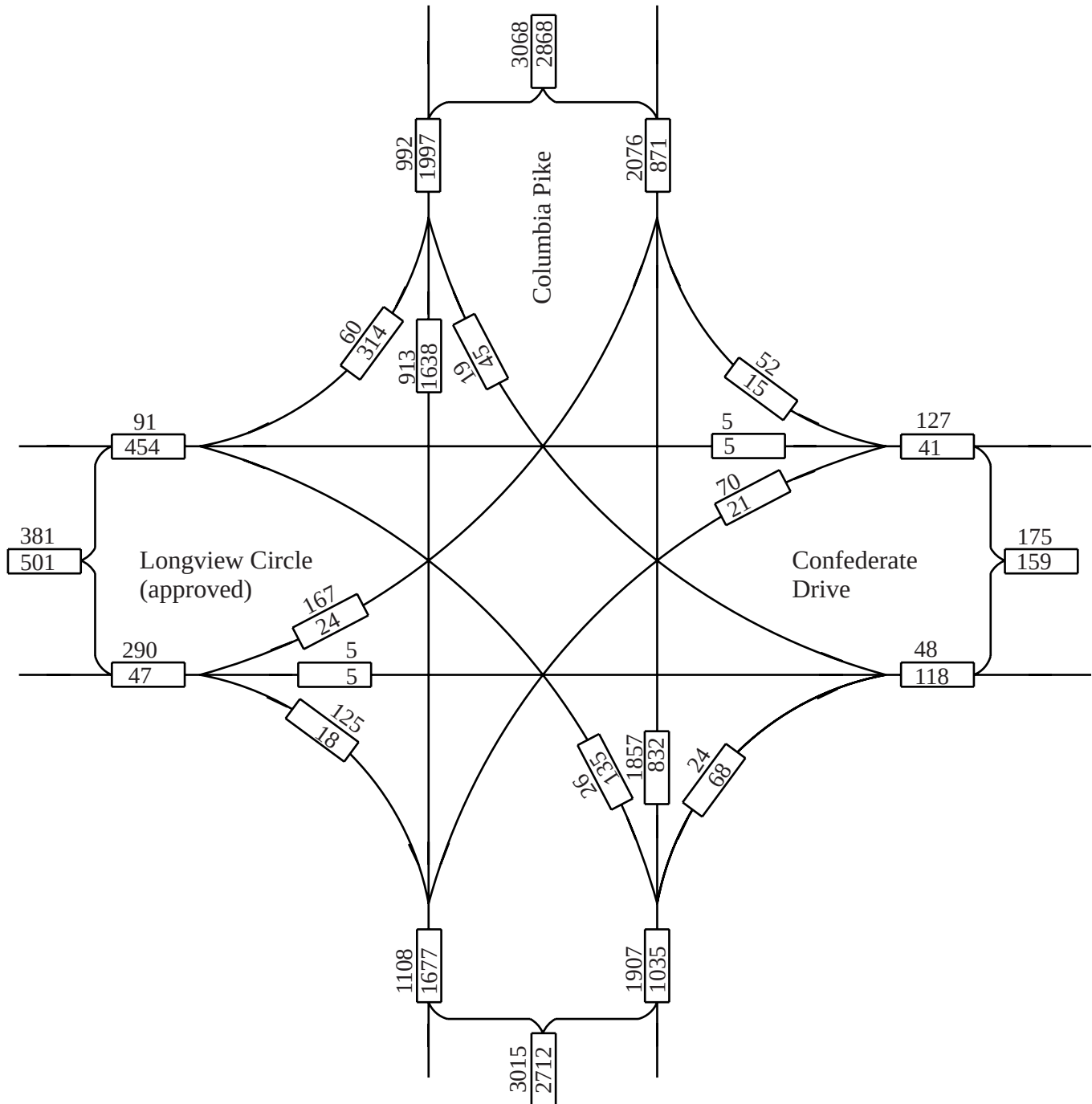


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Downs Boulevard
 Year Year 2032 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

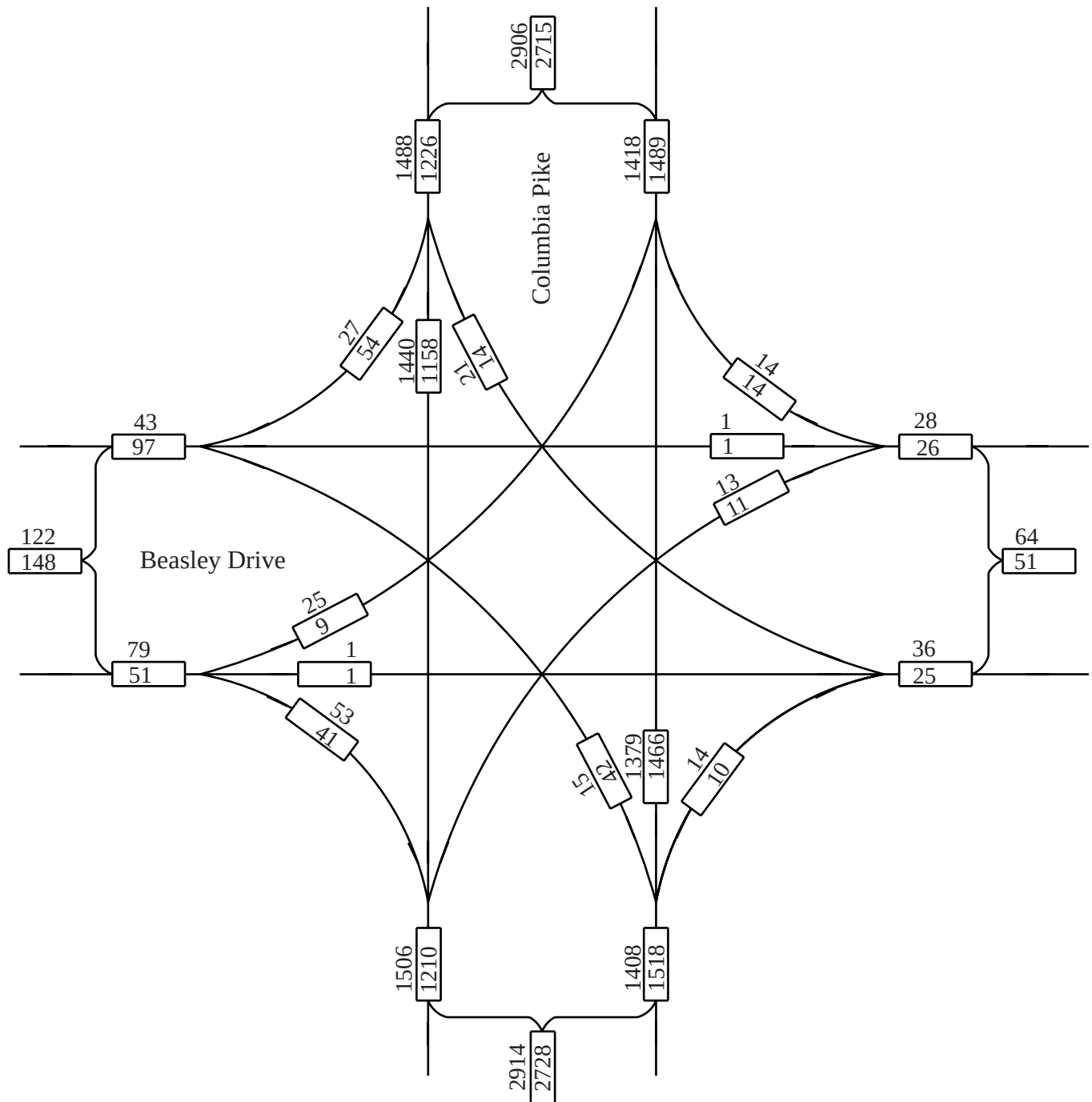


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Confederate Drive
 Year Year 2032 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

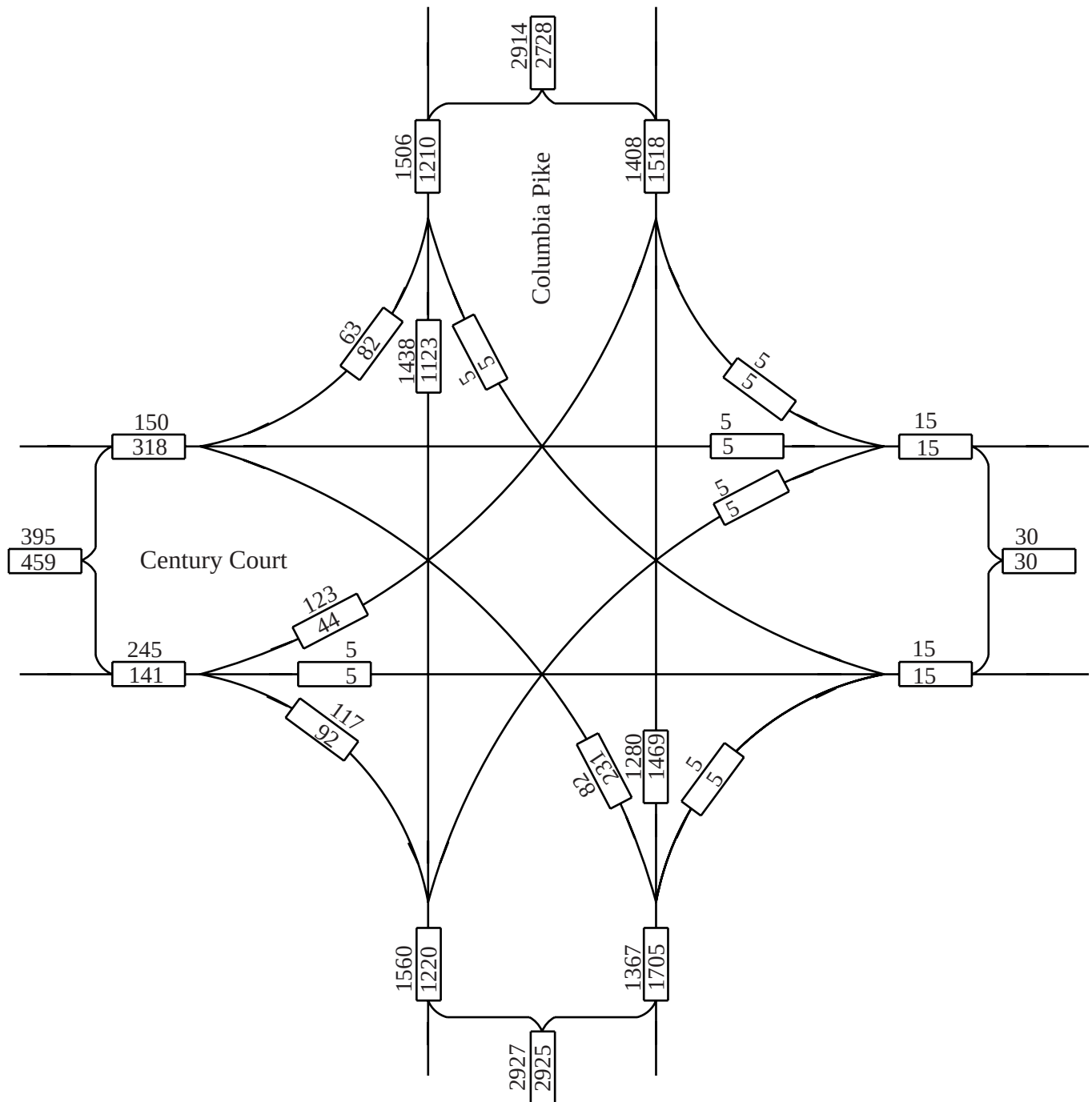
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Beasley Drive

Year Year 2032 DHVs

Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

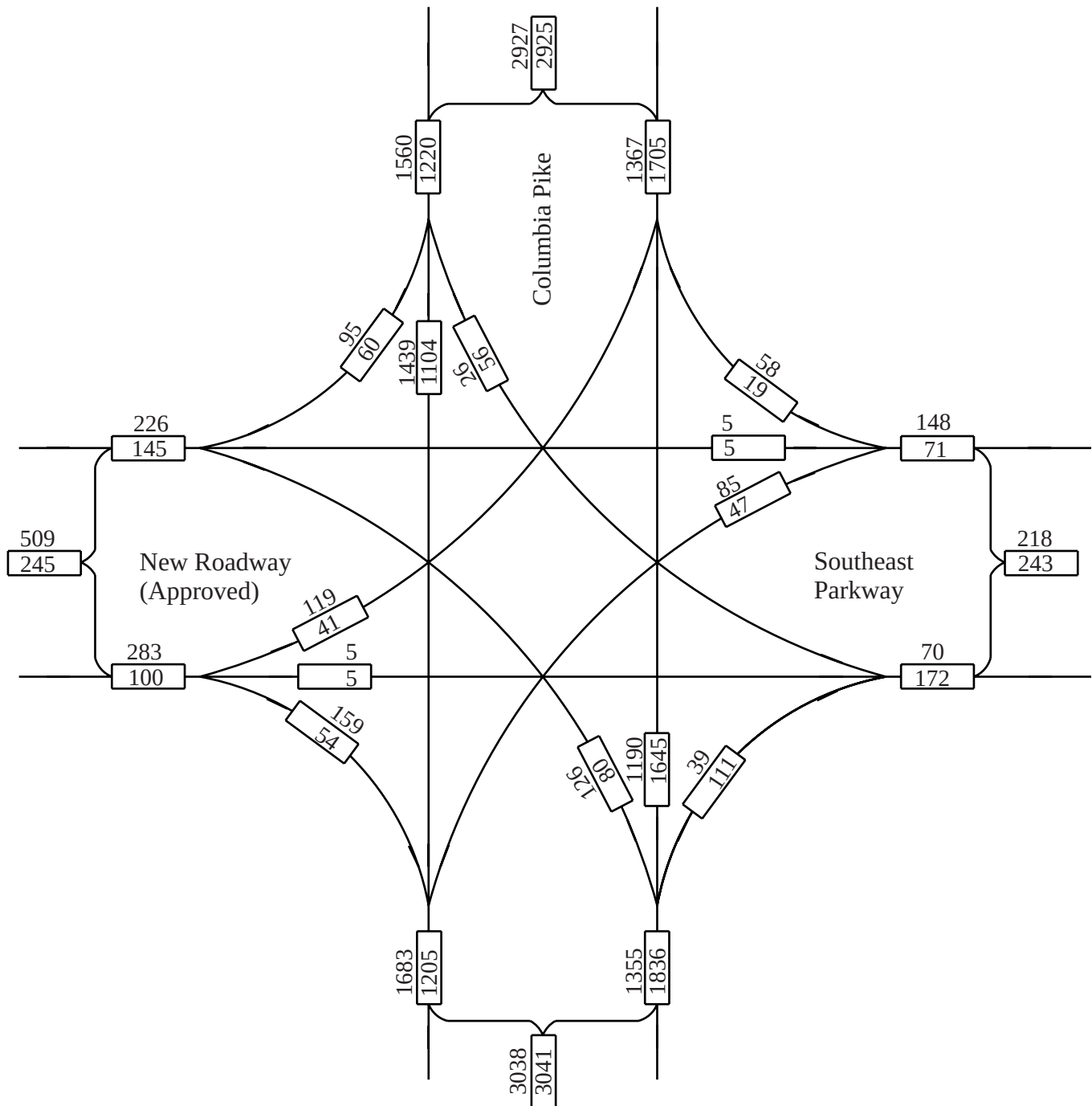


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Century Court
 Year Year 2032 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

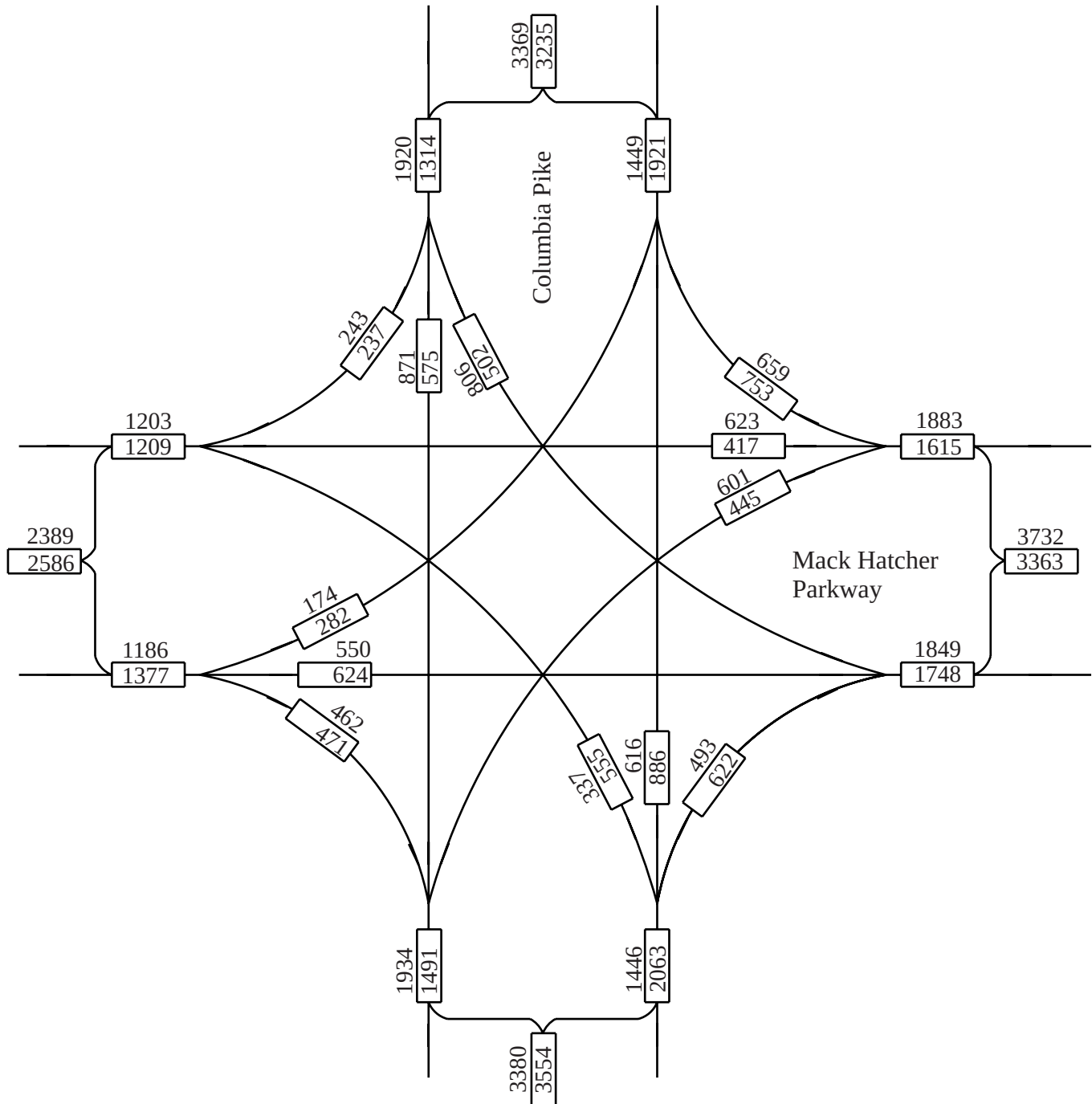


No Scale

XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Southeast Parkway
 Year Year 2032 DHVs
 Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning



No Scale

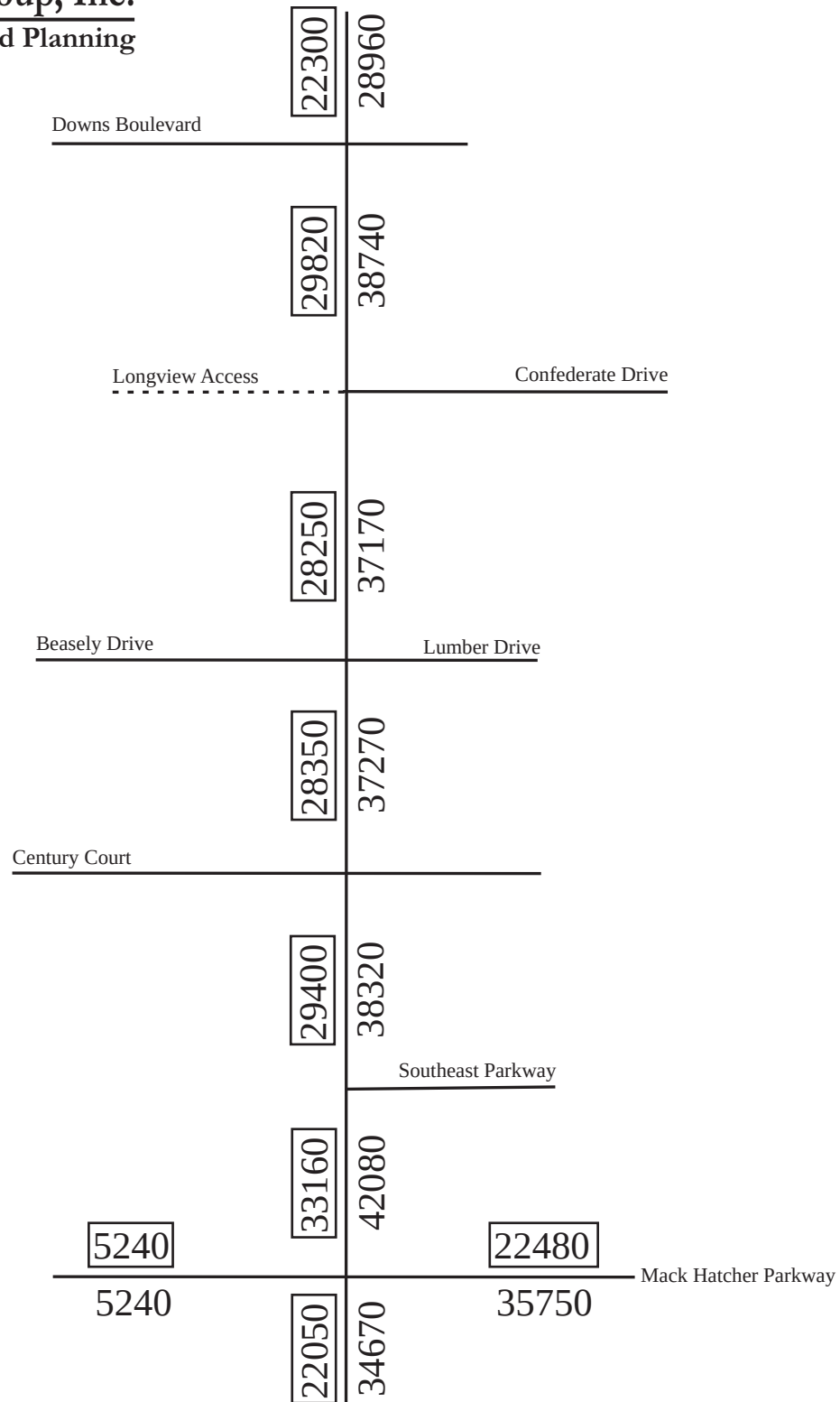
XX - AM Peak Hour Volumes
 XX - PM Peak Hour Volumes

Location Columbia Pike and Mack Hatcher Parkway

Year Year 2032 DHVs

Description Future Network (with Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

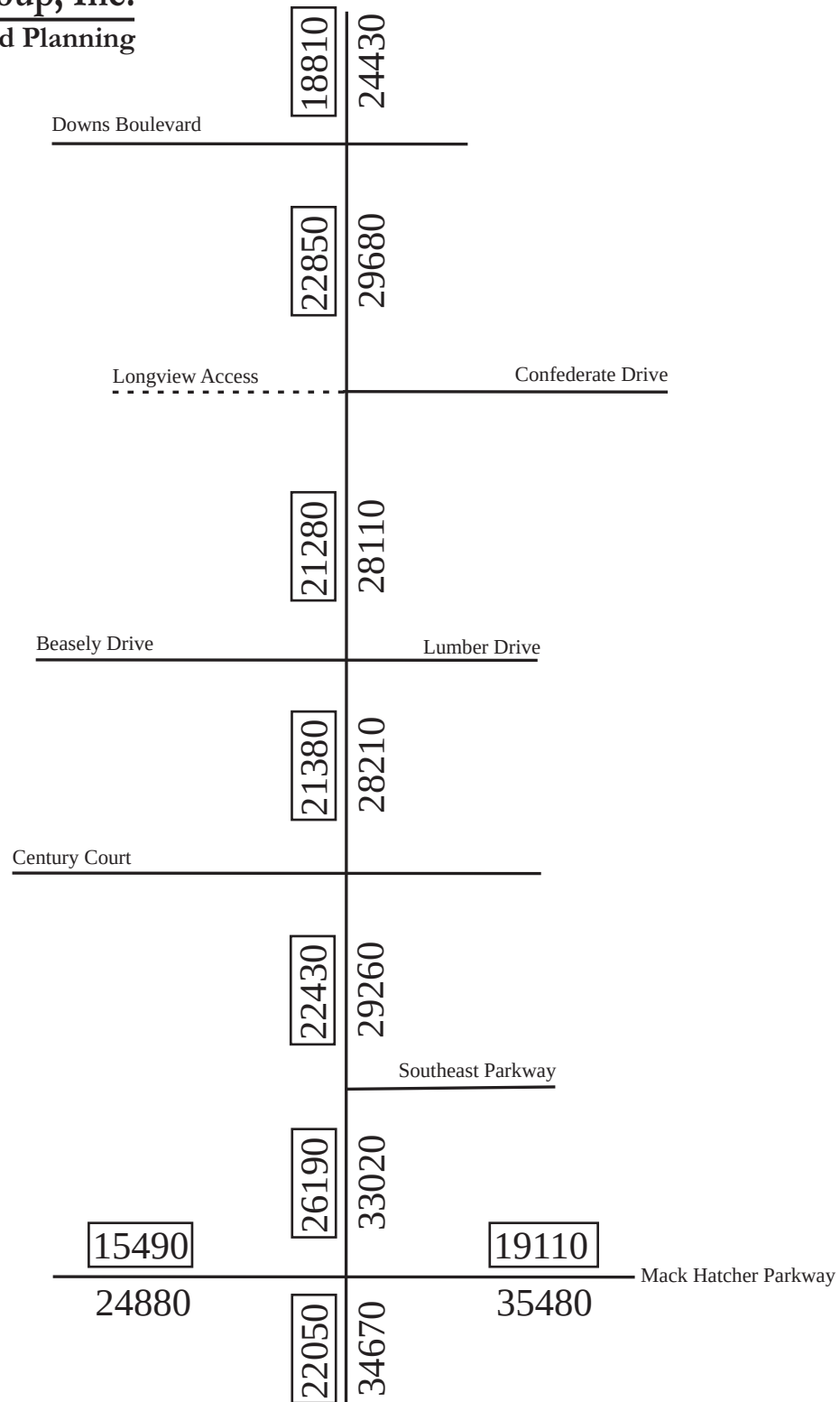


No Scale

XX - Year 2012 ADTs
 XX - Year 2032 ADTs

Location Columbia Pike
 Year Year 2012 and Year 2032 ADTs
 Description Existing Network (w/o Mack Hatcher Ext.)

F i s c h b a c h
Transportation Group, Inc.
 Traffic Engineering and Planning

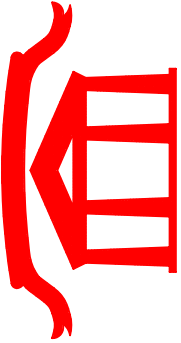


No Scale

XX - Year 2012 ADTs
 XX - Year 2032 ADTs

Location Columbia Pike
 Year Year 2012 and Year 2032 ADTs
 Description Future Network (with Mack Hatcher Ext.)

APPENDIX –TYPICAL CROSS-SECTIONS AND FUNCTIONAL PLANS



S.E.I. PROJECT NO. 612	SHEET NO.
CITY OF FRANKLIN ---	1

INDEX OF SHEETS

FUNCTIONAL PLANS

1
2, 2A
3, 4, 5

TITLE SHEET
TYPICAL SECTIONS
FUNCTIONAL LAYOUTS

CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING
WILLIAMSON COUNTY

COLUMBIA AVENUE (U.S. 31 / S.R. 6)

CITY OF FRANKLIN PROJECT NO.

FROM: MACK HATCHER MEMORIAL PARKWAY (S.R. 397)

TO: DOWNS BLVD.

ARMY CORPS OF ENGINEERS PERMIT

WATER QUALITY PERMIT NO.:

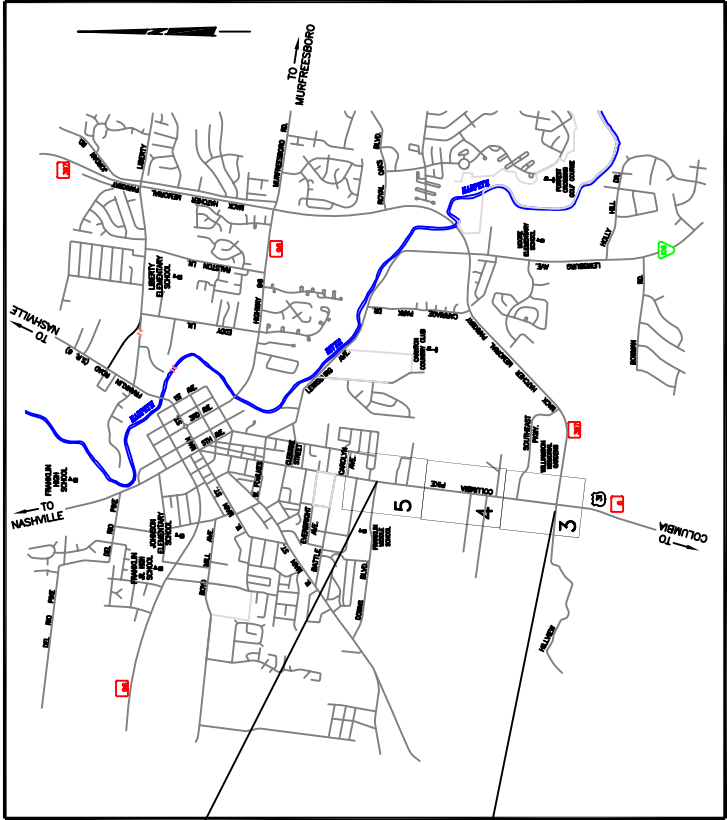
T.D.O.T. PERMIT NO.:

N.P.D.E.S. PERMIT NO.:

FUNCTIONAL

RIGHT-OF-WAY PLANS ISSUED
CONSTRUCTION PLANS ISSUED

NO EQUATIONS, NO EXCLUSIONS



END PROJECT
DOWNS BLVD.
STA. 82+25±

BEGIN PROJECT
MACK HATCHER PKWY.
STA. 20+40

SPECIAL NOTE

PROPOSALS MAY BE REJECTED BY THE FRANKLIN TRANSPORTATION COMMITTEE IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED: MARCH 1, 2006 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE CONSTRUCTION DOCUMENTS

DESIGNED BY SULLIVAN ENGINEERING, INC.

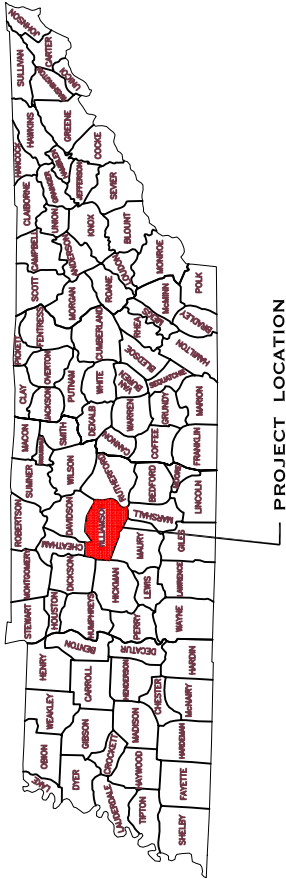
DESIGNER RICHARD D. SULLIVAN, P.E.

CONTACT PAUL V. COLLINS

LOCATION MAP

NOT TO SCALE

APPROX. PROJECT LENGTH 6,185 LF



APPROVED BY:

MAYOR, CITY OF FRANKLIN	DATE
DIRECTOR OF ENGINEERING, CITY OF FRANKLIN	DATE

SEI

SULLIVAN ENGINEERING, INC.
1722B GEN. GEO. PATTON DRIVE
SUITE 400 BRENTWOOD, TN. 37027

TYPE	YEAR	PROJECT NO.	SHEET NO.
FUNC.	07	612	2

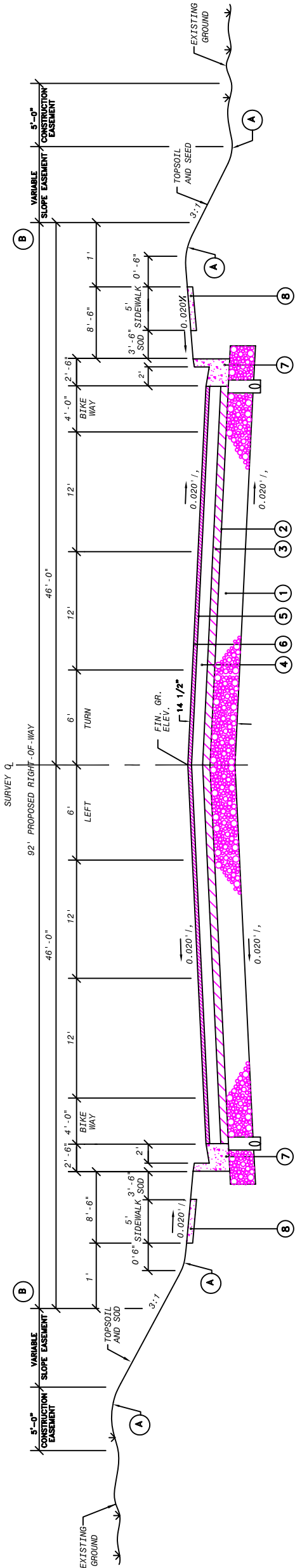
REV. 6-10-05: DELETED PROPOSED 3-LANE TYPICAL SECTION.

REV. 2-27-06: ADDED PROPOSED 4-LANE TYPICAL SECTION.

REV. 9-14-07: REVISED BOTH TYPICAL SECTIONS.

REV. 11-13-07: REVISED BOTH TYPICAL SECTIONS.

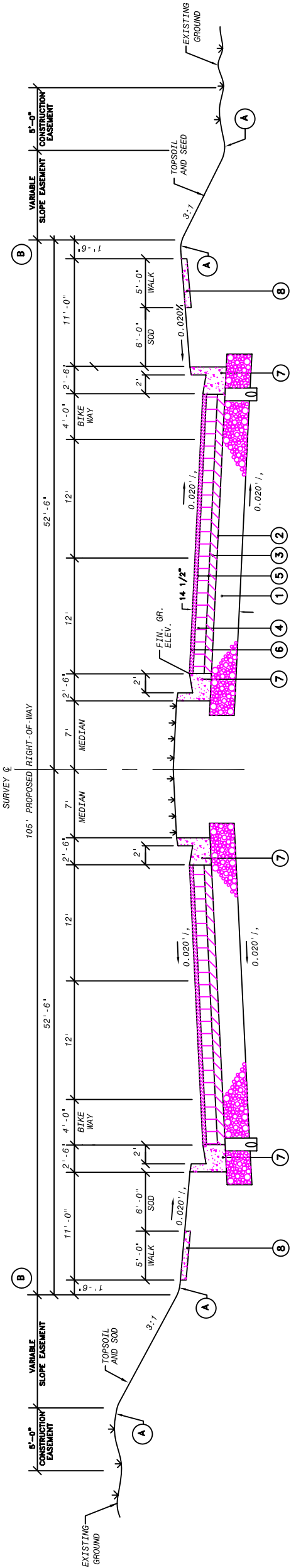
REV. 11-07-08: REMOVED REFERENCES TO MULTIPLE OPTIONS.



COLUMBIA AVENUE (U.S. 31/S.R. 6)
PROPOSED 5-LANE TYPICAL SECTION C

(FOR ADDITIONAL DETAILS NOT SHOWN COORDINATE WITH T.D.O.T. ST. DWG. NO. RD-TS-7A)

FROM: Mack Hatcher Parkway (Begin Project) TO: Southeast Parkway
FROM: Confederate Drive TO: Downs Boulevard



COLUMBIA AVENUE (U.S. 31/S.R. 6)
PROPOSED 4-LANE W/MEDIAN TYPICAL SECTION C

(FOR ADDITIONAL DETAILS NOT SHOWN COORDINATE WITH T.D.O.T. ST. DWG. NO. RD-TS-7A)

FROM: Southeast Parkway TO: Alpha Drive

ASSUMED PAVING SCHEDULE		
T.D.O.T. ITEM NO.	DESCRIPTION	T.D.O.T. ITEM No. DESCRIPTION
1 303-01	8" + MINERAL AGGREGATE, TYPE "A", BASE, GRADING "D" (TO BE PLACED IN A MAXIMUM OF TWO EQUAL LIFTS)	5 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC)
2 402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC) (0.50 - 0.55 GAL./SQ. YD.)	6 411-01.01 MINERAL AGGREGATE (ACS) GRADING "D"
402-02	AGGREGATE FOR COVER MATERIAL (PC) (8 - 12 LB./SQ. YD.)	411-01.02 ASPHALT CEMENT (ACS) GRADING "D" (1 1/2" + THICKNESS, 150 LBS./SQ.YD.)
3 307-03.09	BITUMINOUS PLANT MIX BASE (HOT MIX) GRADING A (3" + THICKNESS, 345 LBS./SQ. YD.)	7 702-03 CONCRETE COMBINED CURB AND GUTTER (TYPE 6 - 30) (COORDINATE WITH T.D.O.T. STANDARD DRAWING NO. RP-NUC-11)
4 307-03.16	BITUMINOUS PLANT MIX BASE (HOT MIX) GRADING "BM-2" (2" + 225 LBS./SQ. YD.)	8 701-01.01 CONCRETE SIDEWALK (4")

THE CITY OF
FRANKLIN



SULLIVAN ENGINEERING, INC.
1700 10TH AVE. NORTH
BIRMINGHAM, ALABAMA 35203

COLUMBIA PIKE
(U.S. 31 / S.R. 6)

TYPICAL SECTIONS

NOT TO SCALE

NOTES

A

COORDINATE W/STD. DWG. NO. RD-S-11 & RD-S-11A FOR ROUNDING DETAILS.

B

UTILITIES ARE TO BE LOCATED IN THE OUTERMOST 5'-0" OF THE RIGHT-OF-WAY

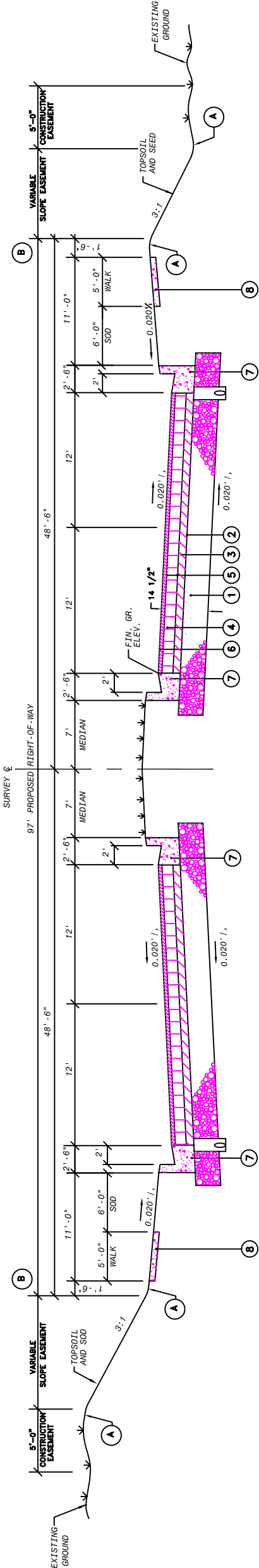
C

COORDINATE WITH FUNCTIONAL LAYOUTS FOR PAVEMENT TRANSITIONS.

TYPE	YEAR	PROJECT NO.	SHEET NO.
FUNC.	07	612	2A

REV. 11-13-07: ADDED THIS SHEET TO THE PLANS.

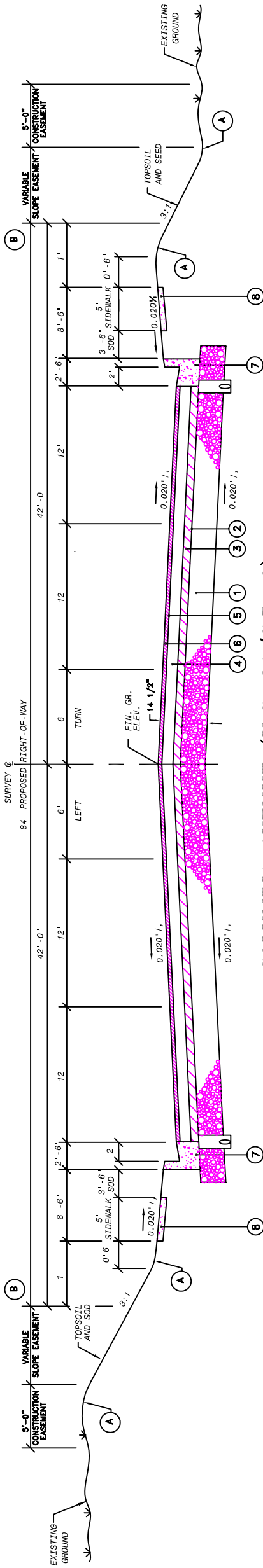
REV. 11-07-08: REMOVED REFERENCES TO MULTIPLE OPTIONS.



COLUMBIA AVENUE (U.S. 31/S.R. 6)
PROPOSED 4-LANE W/MEDIAN TYPICAL SECTION C

(FOR ADDITIONAL DETAILS NOT SHOWN COORDINATE WITH T.D.O.T. ST. DWG. NO. RD-TS-7A)

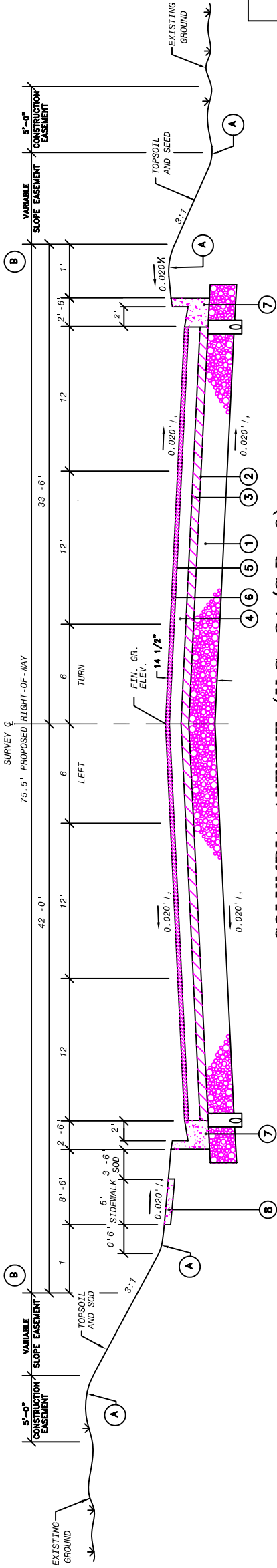
FROM: Alpha Drive TO: Confederate Drive



COLUMBIA AVENUE (U.S. 31/S.R. 6)
PROPOSED 5-LANE TYPICAL SECTION C

(FOR ADDITIONAL DETAILS NOT SHOWN COORDINATE WITH T.D.O.T. ST. DWG. NO. RD-TS-7A)

FROM: Confederate Drive TO: James Avenue (End Project)



COLUMBIA AVENUE (U.S. 31/S.R. 6)
PROPOSED 5-LANE TYPICAL SECTION C

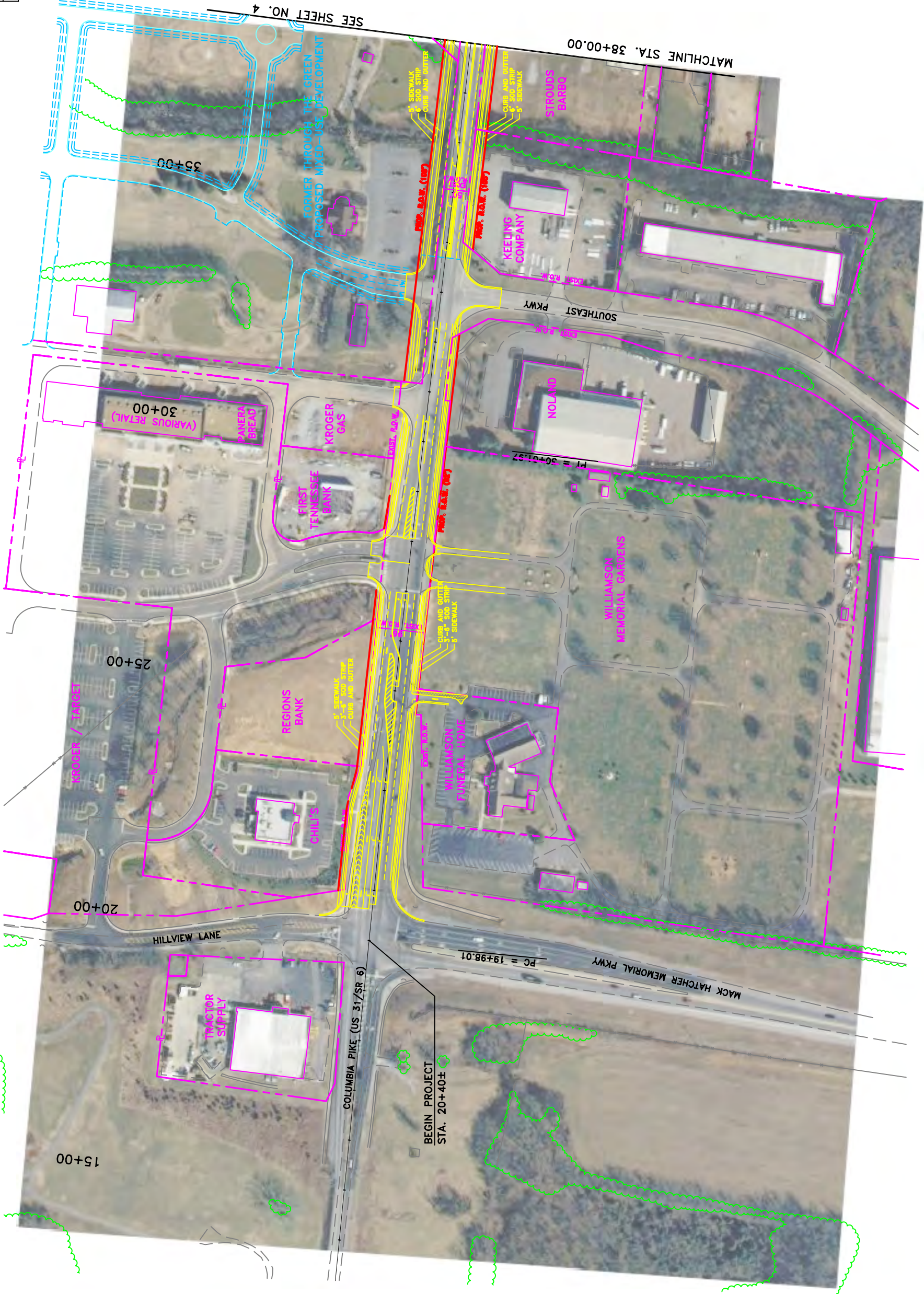
(FOR ADDITIONAL DETAILS NOT SHOWN COORDINATE WITH T.D.O.T. ST. DWG. NO. RD-TS-7A)

FROM: Confederate Drive TO: James Avenue (End Project)

NOTES
(A) COORDINATE W/STD. DWG. NO. RD-S-11 & RD-S-11A FOR ROUNDING DETAILS.
(B) UTILITIES ARE TO BE LOCATED IN THE OUTERMOST 5'-0" OF THE RIGHT-OF-WAY
(C) COORDINATE WITH FUNCTIONAL LAYOUTS FOR PAVEMENT TRANSITIONS.

THE CITY OF FRANKLIN
SEI SULLIVAN ENGINEERING, INC. 17000 CEN. EXP. PARKWAY NORTH SUITE 200 BIRMINGHAM, ALABAMA 35243
COLUMBIA PIKE (U.S. 31 / S.R. 6)
TYPICAL SECTIONS
NOT TO SCALE

TYPE	YEAR	PROJECT NO.	SHEET NO.
FUNC.	07	612	3



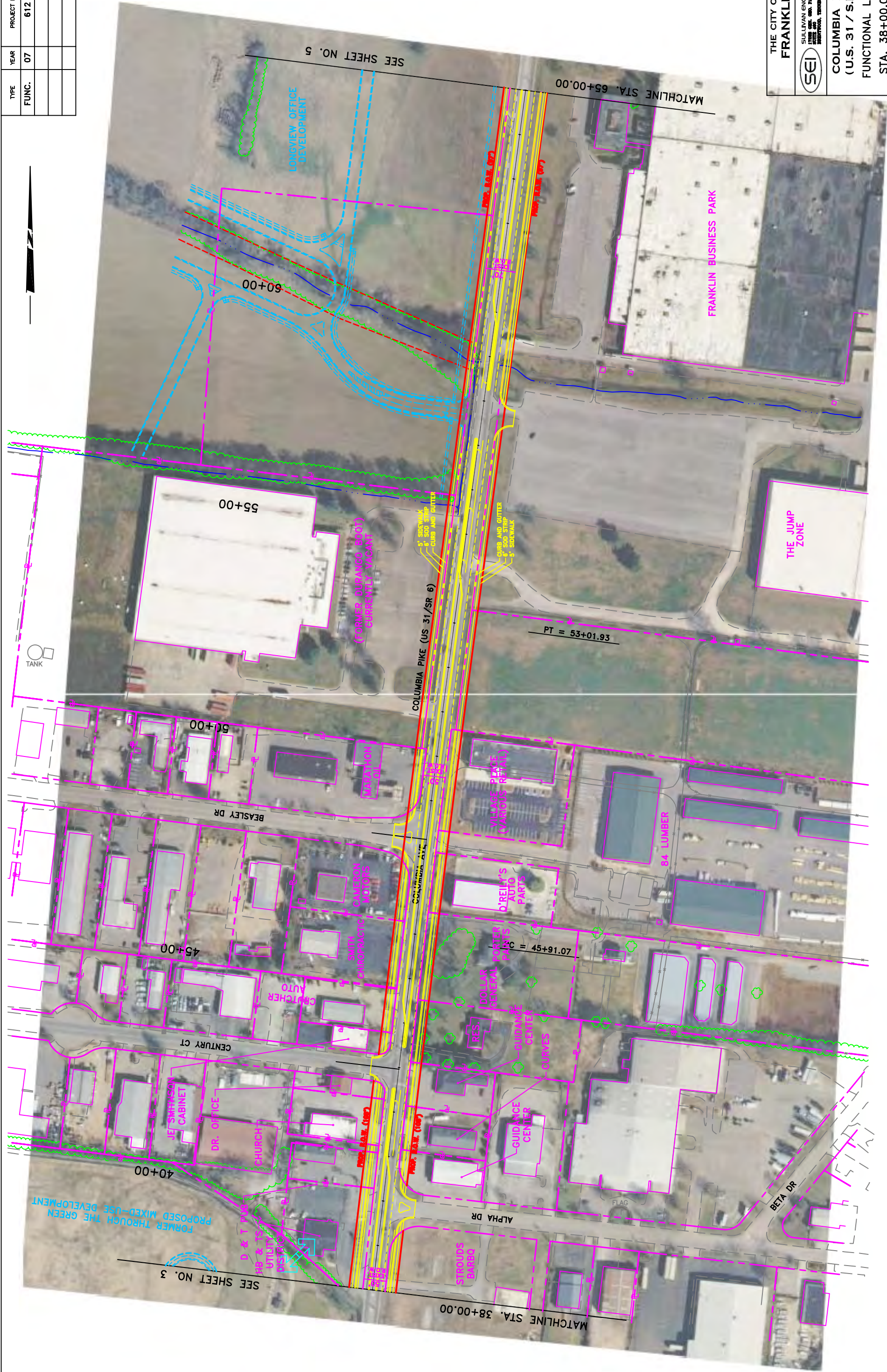
THE CITY OF
FRANKLIN



SULLIVAN ENGINEERING, INC.
CITY OF FRANKLIN, TENNESSEE
CITY ENGINEER
CITY OF FRANKLIN, TENNESSEE

COLUMBIA PIKE
(U.S. 31 / S.R. 6)
FUNCTIONAL LAYOUT
BEGIN PROJECT TO
STA. 38+00.00
SCALE: 1"=100'

TYPE	YEAR	PROJECT NO.	SHEET NO.
FUNC.	07	612	4



THE CITY OF
FRANKLIN



SULLIVAN ENGINEERING, INC.
SULLIVAN ENGINEERING, INC.
SULLIVAN ENGINEERING, INC.
SULLIVAN ENGINEERING, INC.
SULLIVAN ENGINEERING, INC.

COLUMBIA PIKE
(U.S. 31 / S.R. 6)

FUNCTIONAL LAYOUT
STA. 38+00.00 TO
STA. 65+00.00

SCALE: 1"=100'

