



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, March 27, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

Comment Cards are available at the entrance to the Board Room; please submit your card to the Mayor prior to the start of the meeting.

WORKSESSION DISCUSSION ITEMS

1. [18-0244](#) *Consideration of Resolution No. 2018-19, A Resolution Authorizing The City Of Franklin Mayor To Endorse An Owners Affidavit For The Approximately 77 Acres Of Vacant Land Recently Acquired By The City Of Franklin, Commonly Known As The Robinson Lake Property For The Purpose Of Preparing And Processing A Revised Development Plan And Associated Rezoning For The Lockwood Glen Planned Unit Development And Robinson Lake Property In Accordance With The City Of Franklin Zoning Ordinance.

Sponsors: Planning and Sustainability Dept, Emily Hunter and Amy Diaz-Barriga
Attachments: [Res. 2018-19 Robinson Lake Owners Aff. Rezoning-PUD.Law Approved](#)
2. [18-0260](#) *Consideration of Resolution 2018-21 entitled, "A Resolution of the Board of Mayor and Aldermen to Amend the Actuarial Assumption of the City of Franklin Employees' Pension Plan".

Sponsors: Eric Stuckey and Kristine Brock
Attachments: [Resolution 2018-21 _Change Investment Assumption for Pension_March 13 20](#)
3. [18-0262](#) Consideration Of Contract No. 2018-0025 With Hard Bargain Association For Community Based Development Organization (CBDO) Funding In The Amount Of \$115,952 Which Will Be Used To Construct Two New Single Family Homes In The Hard Bargain Neighborhood. (03/27/18 WS)

Sponsors: Building and Neighborhood Services (BNS) and Chris Bridgewater
Attachments: [Contract 2018-0025 Hard Bargain CBDO](#)

4. [18-0265](#) Consideration of Contract No. 2018-0026 With Community Housing Partnership For Community Based Development Organization Recipient In The Amount Of \$85,000 Which Will Be Used To Construct One Single Family Home. (03/27/18 WS)

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

Attachments: [Contract 2018-0026 CBDO CHP](#)

5. [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

10/20/16	Budget & Finance Committee	referred to the Work Session
6/27/17	Work Session	referred to the Work Session
7/11/17	Work Session	referred to the Board of Mayor & Aldermen
2/13/18	Work Session	deferred
2/27/18	Work Session	referred to the Work Session

6. [18-0266](#) Downtown Parking Study Discussion

Sponsors: Paul Holzen

Attachments: [PARKING PRESENTATION 3_27.pdf](#)
[DRAFT Parking 3-27-2018-Reduced.pdf](#)

Other Business

Adjournment

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

RESOLUTION NO. 2018-19

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF FRANKLIN TO SIGN AN OWNER'S AFFIDAVIT FOR THE APPROXIMATELY 77 ACRES OF VACANT LAND RECENTLY ACQUIRED BY THE CITY OF FRANKLIN, COMMONLY KNOWN AS THE ROBINSON LAKE PROPERTY, FOR PURPOSE OF PREPARING AND PROCESSING A REVISED PLANNED UNIT DEVELOPMENT (PUD) DEVELOPMENT PLAN AND ASSOCIATED REZONINGS FOR THE LOCKWOOD GLEN PUD SUBDIVISION AND ROBINSON LAKE PROPERTY, IN ACCORDANCE WITH THE CITY OF FRANKLIN ZONING ORDINANCE.

WHEREAS, on December 22, 2017, the City of Franklin acquired approximately 77 acres of vacant land located on the west side of Carothers Parkway and part of the Lockwood Glen PUD Subdivision, commonly known as Robinson Lake; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen in purchasing Robinson Lake Property decided it will eventually become part of a larger Community Park in the southeast quadrant of the City; and

WHEREAS, as planning for this new Community Park is underway, in accordance with the City of Franklin Zoning Ordinance, it has been decided to proceed with removing the Robinson Lake Property from the Lockwood Glen PUD Subdivision PUD Development Plan and rezone the property to Civic-Institutional; and

WHEREAS, Crescent Properties LLC, the developer of several sections of the Lockwood Glen PUD Subdivision, is currently revising the Lockwood Glen PUD Subdivision PUD Development Plan and has agreed to remove the Robinson Lake Property from the Lockwood Glen PUD Subdivision PUD in conjunction with their proposed revisions and rezoning; and

WHEREAS, in order for a revised Lockwood Glen PUD Subdivision PUD Development Plan Application to be submitted, the City of Franklin Board of Mayor and Aldermen must authorize the City of Franklin Mayor to endorse the PUD Development Plan and Rezoning owner's affidavit on the City for the newly acquired Robinson Lake Property.

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

1. The City of Franklin Board of Mayor and Aldermen hereby authorizes the City of Franklin Mayor to sign on the behalf of the City, the owner's affidavit that is required to be submitted as part of the applications to request a revision to the Lockwood Glen PUD Subdivision PUD Development Plan for the purpose of removing the Robinson Lake property from the PUD Development Plan, and the request to rezone the Robinson Lake property to Civic-Institutional, in accordance with the City of Franklin Zoning Ordinance.

(Signatures on page 2)

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley, City Attorney

RESOLUTION 2018-21

**TO BE ENTITLED: “A RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN TO AMEND THE ACTUARIAL ASSUMPTION OF THE CITY OF
FRANKLIN EMPLOYEES’ PENSION PLAN”**

WHEREAS, the City of Franklin regularly updates its Pension Plan documents to adjust the terms of the Plan, to adjust for issues related to funding, and to remain in compliance with State law; and

WHEREAS, the Plan endeavors to remain current with economic conditions as they change from time to time; and

WHEREAS, the Plan should adjust actuarial assumptions that more precisely reflect the economic outlook over the next decade; and

WHEREAS, the Employee Pension Committee, with input from the Plan’s actuarial and legal counsel, has reviewed certain assumptions at its meeting of March 12, 2018, and determined that changes should be made to the assumptions regarding investment return; and

WHEREAS, the Employee Pension Committee has recommended to the Board of Mayor & Aldermen that these changes be formally adopted.

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

Section 1. That the assumptions recommended by the Employee Pension Committee are hereby adopted as detailed in the attached schedule.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

Shauna R. Billingsley, City Attorney

<u>Year as of January 1</u>	<u>Investment Assumption Rate</u>
2002	8.00%
2003	8.00%
2004	8.00%
2005	8.00%
2006	7.75%
2007	7.75%
2008	7.75%
2009	7.50%
2010	7.50%
2011	7.50%
2012	7.50%
2013	7.50%
2014	7.50%
2015	7.50%
2016	7.50%
2017	7.50%
2018*	7.40%
2019*	7.30%
2020*	7.20%
2021*	7.10%
2022*	7.00%

*10 basis point reduction in the investment assumption rate for actuarial reporting purposes.

**CONTRACT FOR THE RECEIPT OF COMMUNITY BASED DEVELOPMENT
ORGANIZATION PROGRAM FUNDING, FISCAL YEAR 2017-2018 FROM THE CITY
OF FRANKLIN
(COF Contract No.: 2018-0025)**

This Contract, made and entered into this ____ day of ____, 2018, is by and between the City of Franklin, (hereinafter "The City") and Hard Bargain Association hereinafter called "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, THE ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development and has met the certification requirements of becoming a CBDO; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will carry out activities necessary for acquisition, rehabilitation and resale, new construction, or conversion of a non residential structure to a residential structure for low to moderate income owner occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less than 80% of median family income for the Metropolitan Statistical Area.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. **A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.**

Incorporated into this contract is Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.

- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

THE ORGANIZATION will receive up to One Hundred Fifteen Thousand Nine Hundred Fifty-Two and No/100 Dollars (**\$115,952.00**) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start upon execution of this Contract and shall be completed within twenty-one (21) months of the execution of this Contract.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices shall be submitted as work is performed.
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTION 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Vernon J. Gerth, Assistant City Administrator
City of Franklin – City Hall
109 3rd Avenue South
Franklin, TN 37064**

**Hard Bargain Association
P.O. Box 545
Franklin, TN 37065-0545**

SECTION 7 - PROGRAM PROCEEDS

THE ORGANIZATION is acting as a Community Based Development Organization (CBDO) and not as a subrecipient under the terms of this agreement. Revenues generated by activities undertaken by THE ORGANIZATION with funds provided through this agreement are not considered to be program income. The City of Franklin does require THE ORGANIZATION to use program proceeds to continue THE ORGANIZATION'S mission of providing affordable housing. Toward that end, the City of Franklin requires THE ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Upon termination of this agreement, THE ORGANIZATION shall transfer to the City of Franklin any unused program funds on hand at the time of expiration and any accounts receivable attributable to the use of program funds. Any real property under THE ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of \$25,000 shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement; or (ii) not used in accordance with the above paragraph (i) of this section, in which event THE ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. THE ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party

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

SECTION 10 – SIGNATURES

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

Eric S. Stuckey, City Administrator

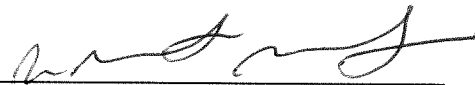
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

Date: _____

HARD BARGAIN ASSOCIATION

By: 

Date: 3/9/18

Its: Executive Director

**Hard Bargain Mt. Hope Redevelopment
Grant Proposal For
Community Development Block Grant Funds**

**Development of Affordable Housing for Low to Moderate Income
Residents in the City of Franklin**

1. Executive Summary

a. How Funds Will Be Used:

Hard Bargain Mt. Hope Redevelopment (HBMHR) is expressing interest in the development of affordable housing for low to moderate income owner occupants in the City of Franklin. If awarded the grant funds, we will use them for the construction of 2 homes on our Planned Unit Development (PUD) on Mount Hope Street. The funding is specifically for construction expenses (footings, framing, plumbing, drywall, electrical, roofing, appliances, landscaping, permit fees, etc.).

b. How Project Meets the Established City of Franklin Vision

The project is located in the defined limits of the Community Revitalization Plan of the City of Franklin. The houses HBMHR is building are in accordance with Envision Franklin's "long-term vision that will direct future development in a way that strengthens the City and creates exceptional places for people." When the PUD is completed, there will be 5 new homes in a "Bungalow Court," making a total of six homes on the PUD. (A sixth home was built in 2010.)

2. Organization Description and History of the Organization

a. HBMHR Accomplishments to Date:

Hard Bargain Mt. Hope Redevelopment (HBMHR) was established in October 2004 as a Community Development Corporation. In March 2007, HBMHR received its 501(c)(3) non-profit status. HBMHR spent in the several months planning of the two square blocks that comprise the Hard Bargain neighborhood. Town Planning Urban Design Collaborative, a new urbanist town planning and urban design firm, hosted a Community Design Workshop in April 2007. With input from the Hard Bargain residents, a

conceptual Master Land Use Plan was created. On October 25, 2007, the Planning Commission of Franklin unanimously approved the Master Land Use Plan for Hard Bargain.

By working with the residents of the neighborhood, community leaders, planning and design professionals, City of Franklin planners, and the City of Franklin, HBMHR is offering quality, period sensitive, affordable housing at no profit. Additionally, HBMHR repairs existing homes in Hard Bargain. HBMHR's emphasis is on preserving the current community and discouraging gentrification of this historic neighborhood.

The first house HBMHR built at 613 Mt. Hope St. was completed in April 2007. The second home at 952 Green St. was completed in the fourth quarter of 2008 and closed in 2009. The third house at 727 Mt. Hope St. was completed in the November 2010 and the fourth house at 956 Green St. HBMHR was completed in the Spring of 2011. The fifth house at 354 9th Ave. North was completed in April 2012 and the sixth house at 709 Mt. Hope St. in August 2012. In October 2013, a seventh house was completed at 363 9th Ave. North. The eighth house at 361 9th Ave. North was completed in July 2014.

Our PUD was approved by the City of Franklin and we started putting in the infrastructure in order to build 5 new affordable homes for low to moderate income families. In early Spring 2017 we completed the construction of 2 new houses. Construction is still in process on the third and fourth houses on the PUD. When these houses are completed, we will start building the fifth house.

HBMHR has grown considerably since its inception. Currently, HBMHR is actively pursuing all opportunities to increase production as the needs for affordable housing for low to moderate income families are great in the City of Franklin.

b. Partnerships & Relationships:

HBMHR has entered into a Memorandum of Understanding with Community Housing Partnership of Williamson County (CHP). CHP provides Homebuyer's Education classes, Pre Purchase Counseling, and Homebuyer's Post Purchase Counseling. Every HBMHR homebuyer is required to complete a homebuyer's education course and a post purchase course, while receiving homebuyer counseling, getting finances in order, and assistance to clean up their credit if it is an issue.

Construction management will be conducted by Brant Bousquet, Executive Director of HBMHR, and David Crane President/Owner of Crane Builders, LLC, who will be working in a volunteer capacity for HBMHR. Mr. Crane has over 25 years' experience in the construction business with numerous awards for his work. Additionally John Murphy, a Hard Bargain resident, will serve as Site Supervisor, providing daily oversight of the construction. Mr. Murphy will be in constant communication with Mr. Bousquet and Mr. Crane throughout the construction process.

Preston Quirk, owner of Quirk Designs, has designed period-sensitive, craftsman style homes for the "Bunaglow Court" of 5 new homes. Additionally, Mike Hathaway of Studio 906 Architects has provided some architectural design for some of the house plan. The Addison Group, a Design and Development company assisted Hard Bargain in the design of the open space, landscape, and streetscape elements throughout the development and ensure that the plan is cohesive with the rest of the historic Hard Bargain community. Civil & Environmental Consultants, Inc. is providing engineering services and is helping with the infrastructure needs for the PUD. Acer Landscaping Services along with Southern Land Company will do the final grading and provide landscaping for each new home.

HBMHR works closely with Jack McCann, a local attorney with McCann & Hubbard, LLC, who serves on HBMRR's advisory board. McCann's firm specializes in residential and commercial real estate closings. Mr. McCann prepares documents for secondary financing of HBMHR houses it sells.

3. Project Description

- c. Two houses will be funded with CBDO grant funds. House #4 is located at 721 Mount Hope Street and house #5 will be located at 739 Mount Hope Street.
- d. Architectural Drawings of the Houses- See Attachments 1 and 2

4. Population the Project Will Assist

- a. This project specifically supports low to moderate income residents. The homeowners are permanent residents in the City of Franklin and are documented to be low to moderate persons as defined by HUD and the Bureau of the Census' Current Population Reports.

5. Project and Budget Timeline

- a. Timeline- Upon receipt of the award, HBMHR is prepared to move forward the project immediately.

b. Sources and Uses Statement

Sources

House 4	House 5	
\$ 40,000	\$ 40,000	CBDG funding
\$ 25,000	\$ 19,000	HBMHR funds
<u>\$ 140,000</u>	<u>\$ 123,000</u>	Construction loans from Pinnacle Bank
\$205,000	\$ 182,000	

Uses

House 4	House 5	
\$ 60,000	\$ 60,000	Infrastructure cost
\$ 140,000	\$ 123,000	Construction cost
<u>\$ 5,000</u>	<u>\$ 5,000</u>	Closing costs
\$ 205,000	\$ 182,000	

Customer Purchase

House 4	House 5	
\$245,000	\$215,000	Mortgage
<u>\$ 40,000</u>	<u>\$ 33,000</u>	Donations to subsidize purchase price (covered by silent second mortgage, which varies with each house)
\$205,000	\$ 182,000	

House #4 - Attachment 1



Rick Thompson
Architect



www.thompsonplans.com

P.O. Box 160
Lake Junaluska, NC
28745

828-627-1479

plan #

1102B

1/22/1992

Size fl 1 830

Size fl 2 383

Size Total 1213

Width 24'-1'-6"

Depth 34'-0"

Porch 6'

Fl 1 ceiling 8'

Fl 2 ceiling Vaulted

Roof pitch 9/12

Height 22'

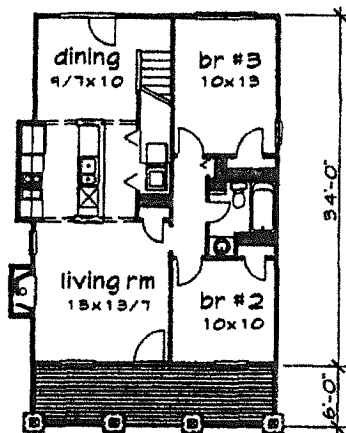
Prints 5 sets Please see

Prints 8 sets web site for

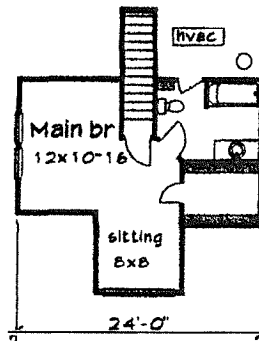
Vellums current

Material list pricing

CAD thank you



Floor 1 plan



Floor 2 plan

Please specify foundation type (crawl standard) Available types - Crawl, Slab or Basement

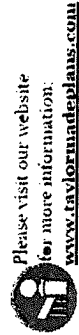
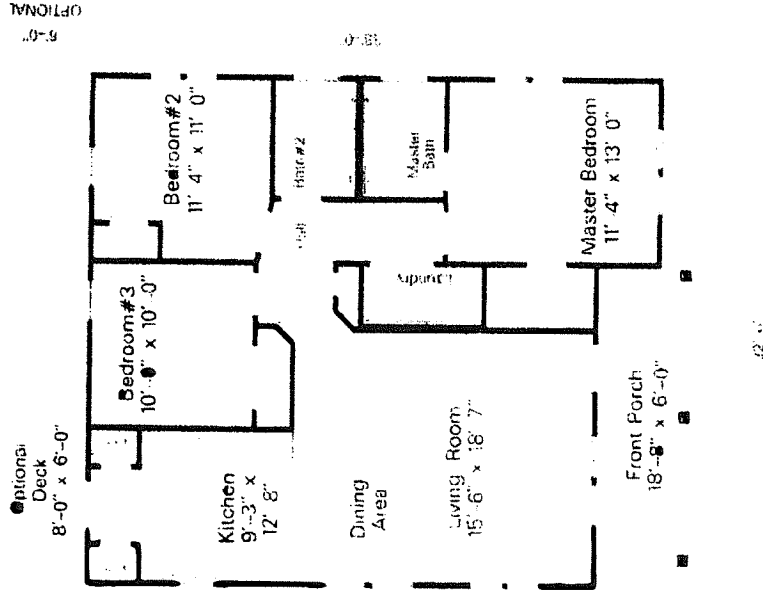


TAYLOR Made Plans.com

PLAN 1017 - Elev#1 - 1,072sf
3 Bedrooms, 2 Bathrooms

Craftsman Cottage
House #5
Attachment 2

1,072 Total
Square Feet



**CONTRACT FOR THE RECEIPT OF COMMUNITY BASED DEVELOPMENT
ORGANIZATION PROGRAM FUNDING, FISCAL YEAR 2017-2018 FROM THE CITY
OF FRANKLIN
(COF Contract No.: 2018-0026)**

This Contract, made and entered into this ____ day of _____, 2018, is by and between the City of Franklin, (hereinafter "The City") and Community Housing Partnership hereinafter called "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, THE ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development and has met the certification requirements of becoming a CBDO; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

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- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.

- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
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THE ORGANIZATION will receive up to Eighty-Five Thousand and No/100 Dollars (\$85,000.00) for the services outlined above and contained in Exhibit A from the approved Community Development Block Grant program for eligible expenses.

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- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTION 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Vernon J. Gerth, Assistant City Administrator
City of Franklin – City Hall
109 3rd Avenue South
Franklin, TN 37064**

**CHP
129 W. Fowlkes Street
Franklin, TN 37064**

SECTION 7 - PROGRAM PROCEEDS

THE ORGANIZATION is acting as a Community Based Development Organization (CBDO) and not as a subrecipient under the terms of this agreement. Revenues generated by activities undertaken by THE ORGANIZATION with funds provided through this agreement are not considered to be program income. The City of Franklin does require THE ORGANIZATION to use program proceeds to continue THE ORGANIZATION'S mission of providing affordable housing. Toward that end, the City of Franklin requires THE ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Upon termination of this agreement, THE ORGANIZATION shall transfer to the City of Franklin any unused program funds on hand at the time of expiration and any accounts receivable attributable to the use of program funds. Any real property under THE ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of \$25,000 shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement; or (ii) not used in accordance with the above paragraph (i) of this section, in which event THE ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

- ii. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. THE ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION shall bear the burden of providing its suppliers with a copy of THE CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party

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

SECTION 10 – SIGNATURES

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

Eric S. Stuckey, City Administrator

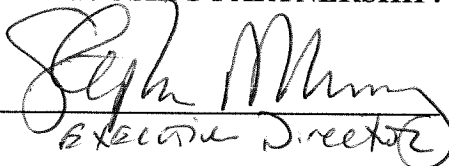
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

Date: _____

COMMUNITY HOUSING PARTNERSHIP:

By: 
Its: Executive Director

Date: _____

GRANT PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

PROJECT TITLE: COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON
COUNTY
SINGLE FAMILY HOMEOWNERSHIP

1. Executive Summary of Project,

Community Housing Partnership of Williamson County (CHP) intends to use the \$170,000 in CDBG CBDO funds (if funded) to complete the new construction or purchase and rehabilitation of two houses subsidized by the funding (\$85,000 per house). This subsidy will enable CHP to meet the City of Franklin vision of homeownership and will enable the production of two homes that will meet affordable levels as defined by the HUD definitions under CDBG regulations.

2. Organization Description and History of Organization

- a. Briefly share the accomplishment of the organization

Please see attached **Experience in Housing** sheet

- b. Describe established partnerships and relationships that will support this activity

CHP has established a long list of contractors and subcontractors as well as vendors to support our single-family housing program. The list is too extensive to list in this application, but enables CHP to accomplish those projects described in our Experience in Housing.

3. Project Description

- a. Address of home that will be built

As no funds have been committed no housing has been selected. Due to the volatility of the Franklin market funding must be secured prior to the contract on land or housing as sellers will not take their houses off the market without assurances of the close.

- b. **Architectural drawing of home**

No architectural drawing has been submitted. As each site is different it would be impossible to have the housing design without the site and site selection cannot be done until funds are committed. Some architectural designs for past homes are available but may not be applicable until site selection is complete.

4. Population that Project will Assist

- a. Does project support LMI resident

These houses will support Low to Moderate Income families as defined by the CBDG CBDO regulations and will only serve this population

5. Project and Budget Timeline

- a. Source of supporting funds to complete project

CHP has existing lines of credit and banking relationships for the sole purpose of being able to do single family housing construction. These lines are under the Community Investment Tax Credit program of Tennessee Housing Development Agency and provide financing at 4% under t prime lending rate (currently at or near 0%). Coupled with the CDBG CBDO funding they will provide the necessary funding to complete the construction or rehabilitation of the houses and sale to the LMI family.

The timeline of the projects would depend upon if the project was purchase/rehabilitation or new construction. If new construction, CHP would anticipate that from beginning to completion would be six to seven months. If purchase/rehabilitation the project could be a minimum of 90 days for projects with a limited scope or as long as 12 months with substantial rehabilitation.

Community Housing Partnership of Williamson County Experience in Housing

Community Housing Partnership of Williamson County (CHP) has had extensive experience in the construction and rehabilitation of housing during the past twenty-two years of existence. After the initial organizational period in 1994, CHP became active in the purchase and rehabilitation of housing units for rental purposes. In 1995 CHP bought and rehabilitated 4 units for this purpose using a Tennessee Housing Development Agency (THDA) HOUSE grant. An additional unit that was purchased, renovated and sold for homeownership using private dollars. In 1996 CHP began construction on 9 new houses for rental purposes using a THDA HOME grant and completed one house that was purchased, renovated and sold for homeownership using private funds. In 1997 while the 9 houses were starting CHP purchased, renovated and sold an additional house.

During the course of these projects, that CHP owned and operated, CHP also administered a HOME grant for Williamson County that had substantial reconstruction activity on 8 homes in four different cities. Performed in 1997 and 1998, these reconstructions averaged \$29,456 each and each project had a different contractor. After the completion of the HOME grants and while CHP owned projects were on going, CHP additionally administered the construction activity under a Community Housing Block Grant for the City of Franklin. This program had 15 substantial reconstructions from the period of 1998-2001 and substantially changed a city block.

In 2002 CHP purchased and rehabilitated two units for rental using private sector funds and did this again in 2004. During the average year in business CHP also performs owner occupied rehabilitations across Williamson County using funds from Williamson County, the United Way of Williamson County, USDA RD and the City of Franklin. In the past year 175 rehabilitations were performed and has budgeted 200 rehabilitations in the current fiscal year with an average valuation (labor/ materials) of approximately \$1,000 each.

In the 2007-2008 fiscal year CHP has had an extensive list of completed projects. First CHP conducted approximately 190 owner occupied rehabilitations of various scale across Williamson County. These ranged from yard work issues to major rehabilitation on disabled housing. Within these projects was the partnership with MFUGE that brought 20 teenagers and 4 adults per week for 8 weeks in the summer of 2008. This mission work provided a number of these rehabilitations using volunteer labor. Additionally, in partnership with the Greater Nashville Regional Council, CHP performed 15 emergency rehabilitations for elderly Williamson County residents. Using Tennessee Housing Development Agency funds which were matched by CHP funds these projects included HVAC, water lines and wells, plumbing, electrical and roofing. Daily CHP performs owner occupied repairs using City of Franklin, United Way of Williamson County and Williamson County funding that fixes a number of issues for our residents including electrical, plumbing, HVAC and structural problems.

In 2009-2010 CHP continued this level of work with a THDA HOME grant to purchase and rehabilitate 8 units of rental housing in Franklin within the Hard Bargain/Mount Hope neighborhood. In 2011-2012 CHP received a THDA HOME grant to do 2 group homes and 4 independent living units for developmentally disabled families. These units were completed in July 2012. CHP received a THDA HOME grant for 2012-2013 to do 5 group homes for developmentally disabled. 3 of these units have been finished. We have released the balance of that grant back to THDA. This is the only time that CHP has not completed a grant. There were a number of reasons why this happened. The requirement of 24/7 care by the social service agencies became a problem as the funding for the social services agencies was severely cut in Tennessee. Additionally, the price of housing in Williamson County became so high that the ability to finance structures to buy and rehabilitate under a maximum of \$170,000 (most that the grant and mortgage would support) became impossible. Therefore the responsible thing to do was to release the funding back to THDA in a timely manner so some other not for profit could use it instead of it going back to HUD, and that is exactly what CHP did. Once again CHP did extensive owner occupied repairs in Williamson County using United Way and Williamson County funding. Over 175 repairs were done under these programs with the original funding being supplemented by MFUGE and THDA on larger projects. Group Workcamps has come in during 2010-14 to do projects.

CHP administered the first, second, third, fourth, fifth, sixth and seventh years of CDBG Emergency Rehabilitation grants for the City of Franklin. This entailed all environmental approvals for Franklin and the work write ups, bidding and contract fulfillment by approved contractors. The first year's funding completed 21 projects (only 15 were planned) and the second year's funding completed 8 units, the third year completed 7 units, the fourth year completed 13 units, the fifth year completed 10 units and the sixth year completed 9 units. The seventh year is under contract and 10 units are planned. All residents are certified income qualified for low income status, proper ownership of the property and documents are kept on file to meet all compliance issues. Property standards are maintained through an inspection process and city or county inspections are required where necessary. 225 additional repairs were done in the owner occupied repair program in 2016-2017.

CHP has also completed a number of homeownership units in this time period. Coupled with the City of Franklin on the Moderately Priced Development Unit (MPDU) program CHP has successfully completed 12 units in Ashton Park and sold them to a City of Franklin Fireman, a Franklin Special School District Teacher and a Williamson County Deputy in 2007. CHP has successfully done two homes under the City of Franklin CDBG CBDO program in the 2010-2011 fiscal year and completed one house in 2011-2012 under the CDBG CBDO program and one house in 2014-2015 under the CDBG CBDO program. Additionally, one house is under contract with the City of Franklin. Additionally, CHP has purchased, rehabilitated and resold sixty-three units under the HUD HOMES program, HOME Path with Fannie Mae, HOME STEP with Freddie Mac and other foreclosure programs through many individual banks through the past 8 years (3 houses in 2015). These successfully placed sixty-three low income Williamson County families in their first house. Additionally, CHP has used funds secured from the Federal Home Loan Bank of Atlanta to provide \$30,000 grants in the rural sections of Williamson County for homeownership. 45 grants have been awarded and closed during the past 8 years. CHP has used THDA NSP funding to do 12 houses for low income homebuyers and is constantly using funding from area banks under the THDA CITC program to buy, rehab and resell homes to first time buyers, it is a major portion of our programs. In conjunction CHP Executive Director is a certified Homebuyers Counselor holding sessions twice per month with 6-10 customers per class creating a pipeline of customers. Additional customers have appointments with the Executive Director every week. CHP has successfully completed a Low Income Tax Credit allocation from THDA to do 88 units of low income rental units in Fairview. CHP purchased the property for the construction and sale of 30 one bedroom condominiums on West Main street across from the Williamson County Administrative Complex and is in the final completion stages of the units. The units should be completed and sold to low income families by June 2018. CHP is using a 2014 THDA/HOME/CHDO grant to do 7 homes in Maury County of which 6 are in process and upon completion of the full 7 will recapture the funds and do 7 more homes. CHP continues to be the leading housing agency in Williamson County, actively helping in all housing issues.

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 refuseMSW 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~~MSWservice.

1. Every ~~commercial nonresidential establishment service location~~ shall place all ~~garbage~~ MSW in a ~~city~~City 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 ~~city~~City equipment may be serviced by the ~~city~~City 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 ~~city~~City 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 ~~city~~City equipment shall be front-end loading enclosed, metal containers. Before any such container shall be serviced by the ~~city~~City, 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 penaltiesComprehensive 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. 17-1146. - 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 17-1146(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



PARKING PRESENTATION

BOMA WORK SESSION

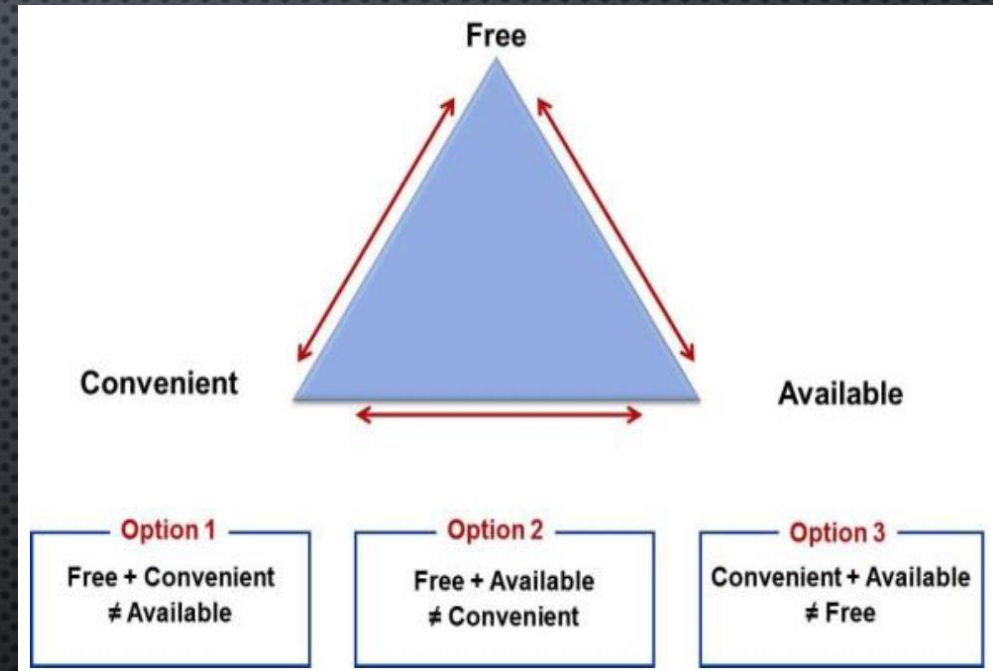
MARCH 27, 2018



Agenda

Downtown Parking Phase I Discussion:

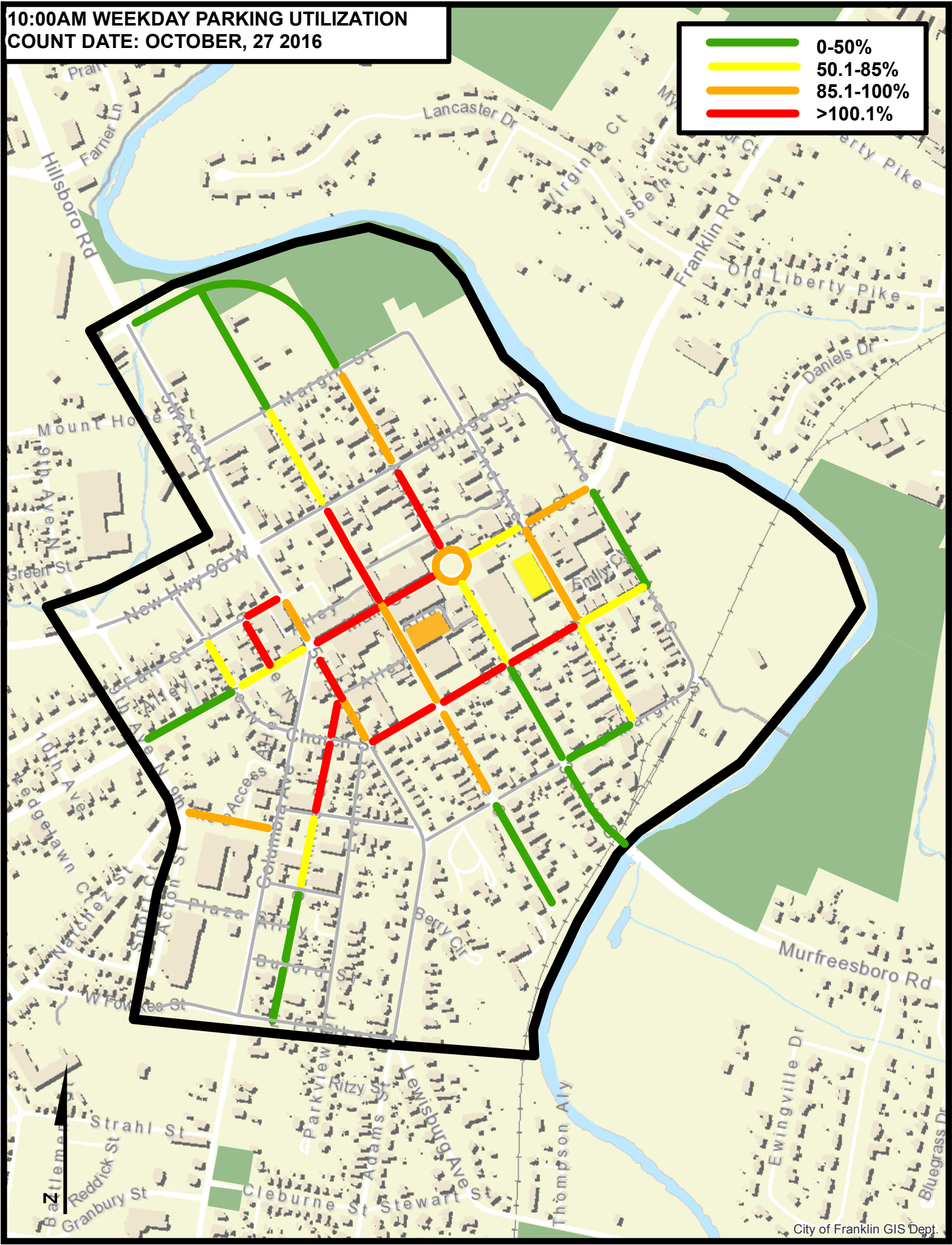
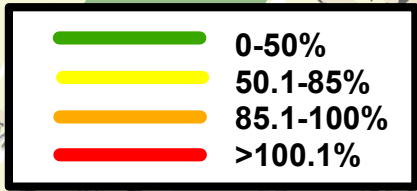
1. Parking Duration
2. Additional Major Changes



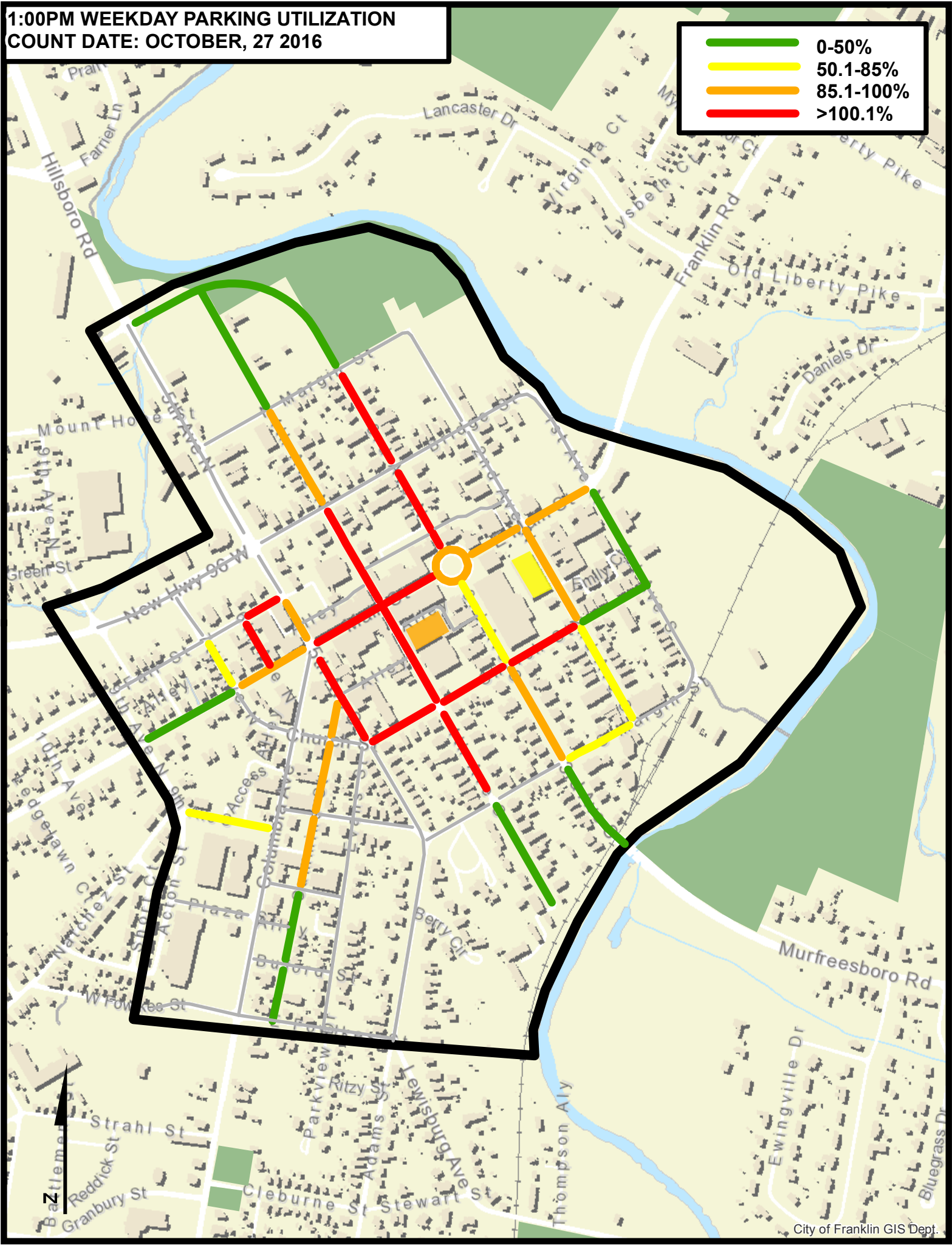
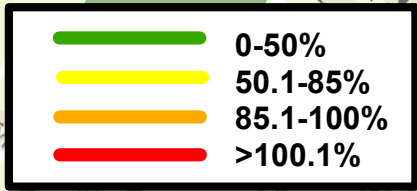
Parking in urban / commercial / mixed use environments is often a function of convenience, price and availability.



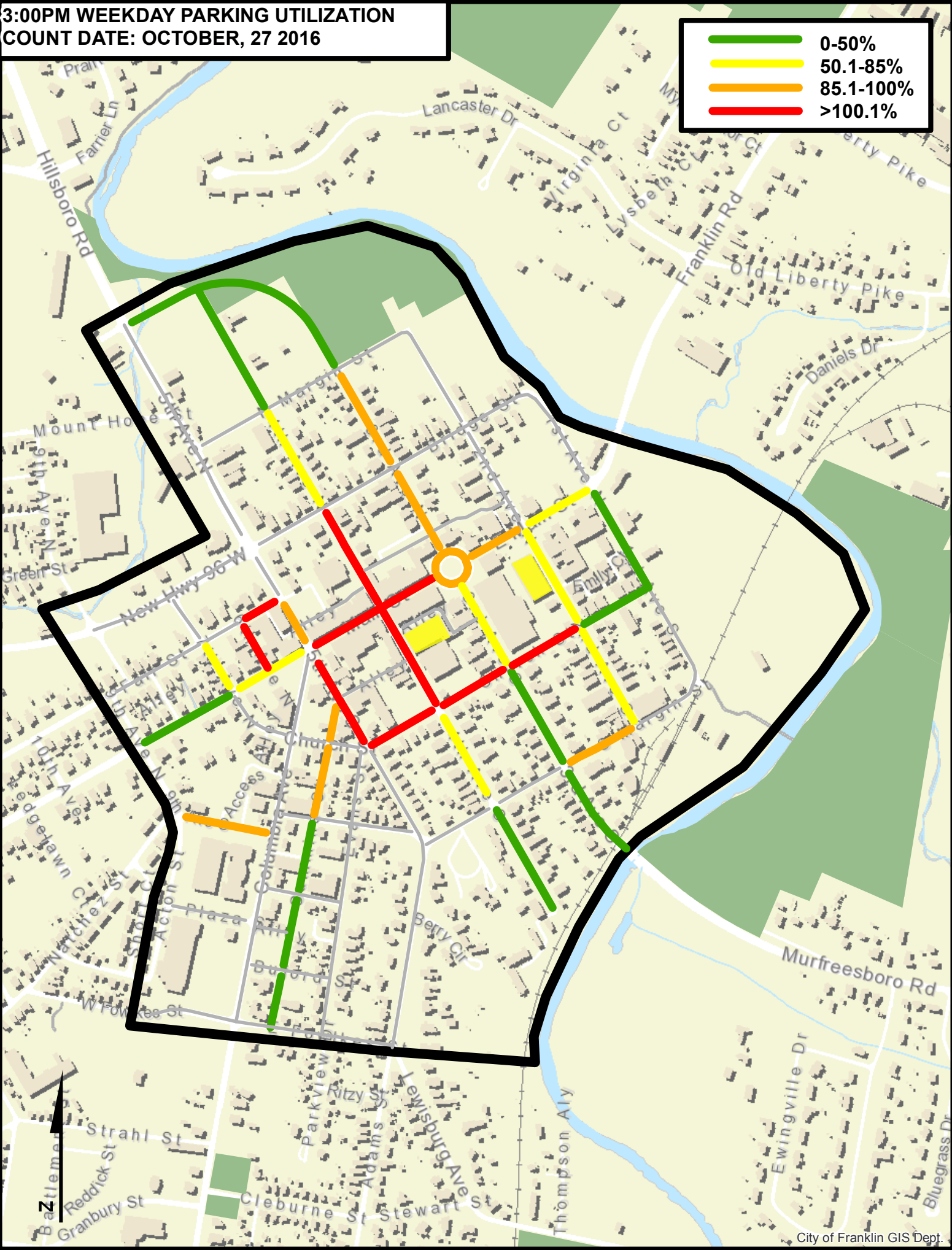
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COUNT DATE: OCTOBER, 27 2016



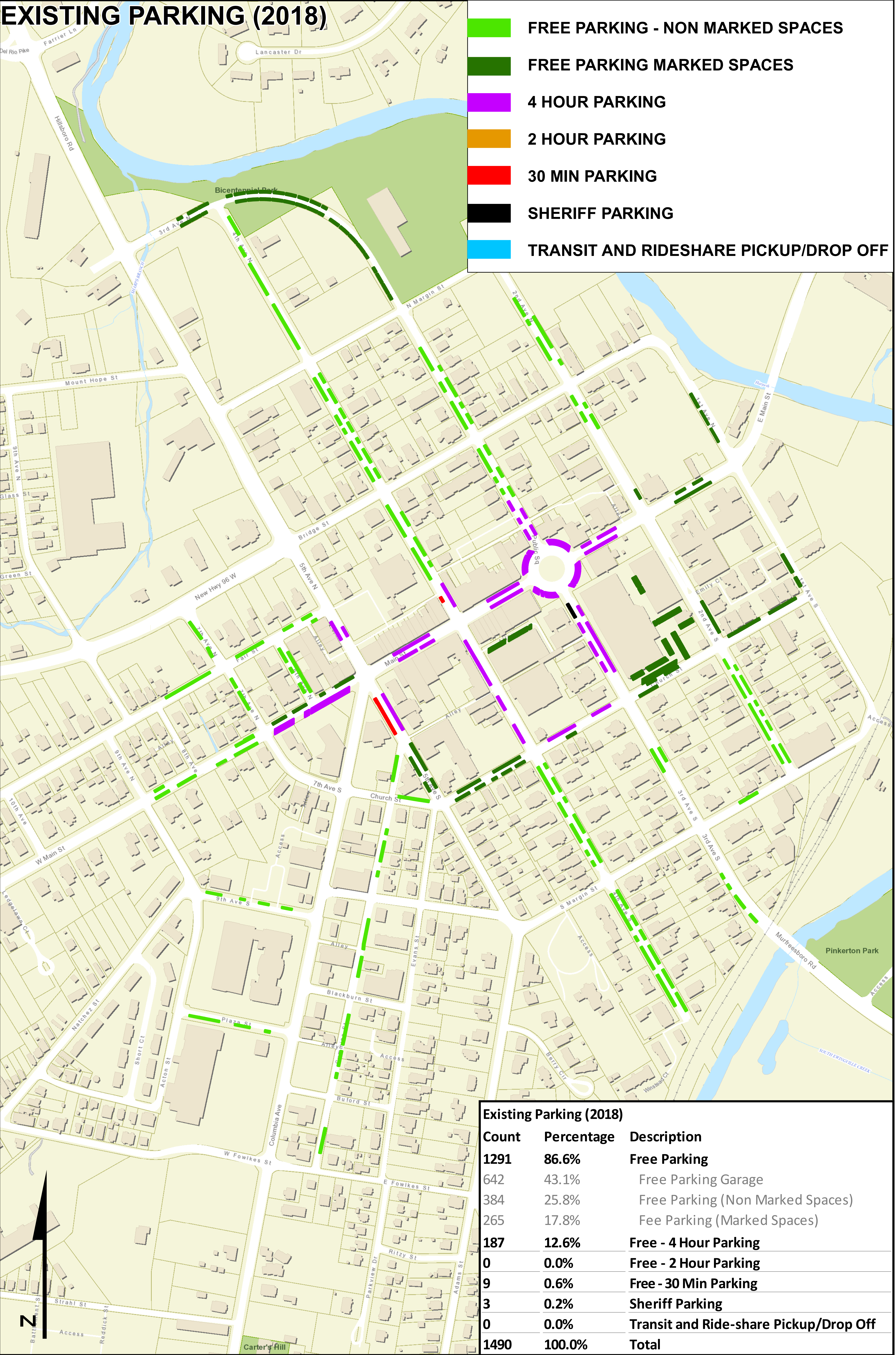
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COUNT DATE: OCTOBER, 27 2016



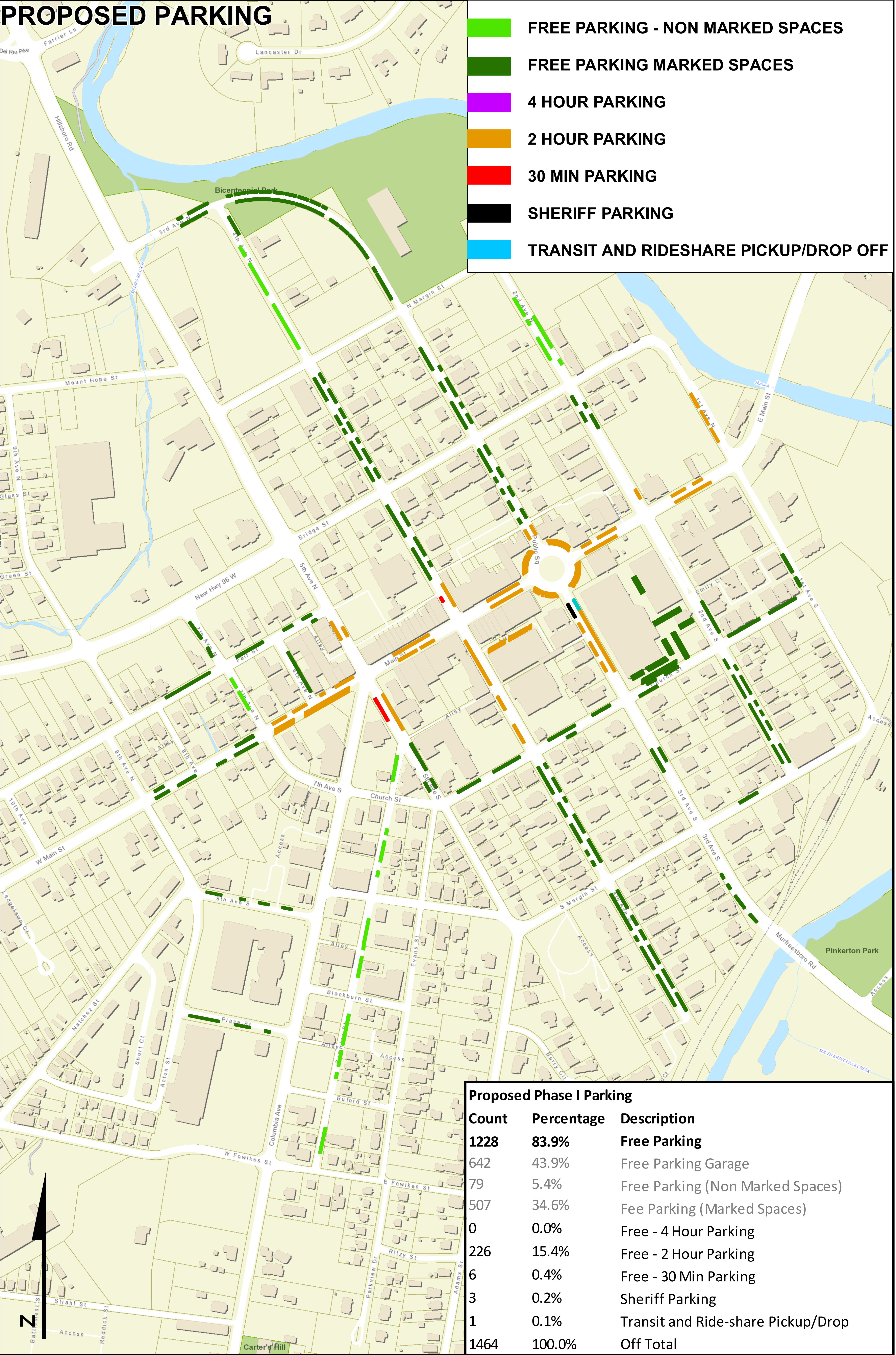
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COUNT DATE: OCTOBER, 27 2016



EXISTING PARKING (2018)

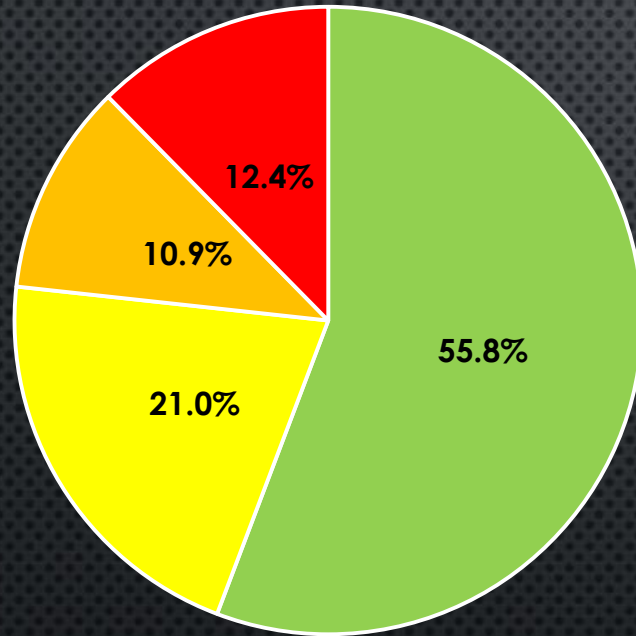


PROPOSED PARKING



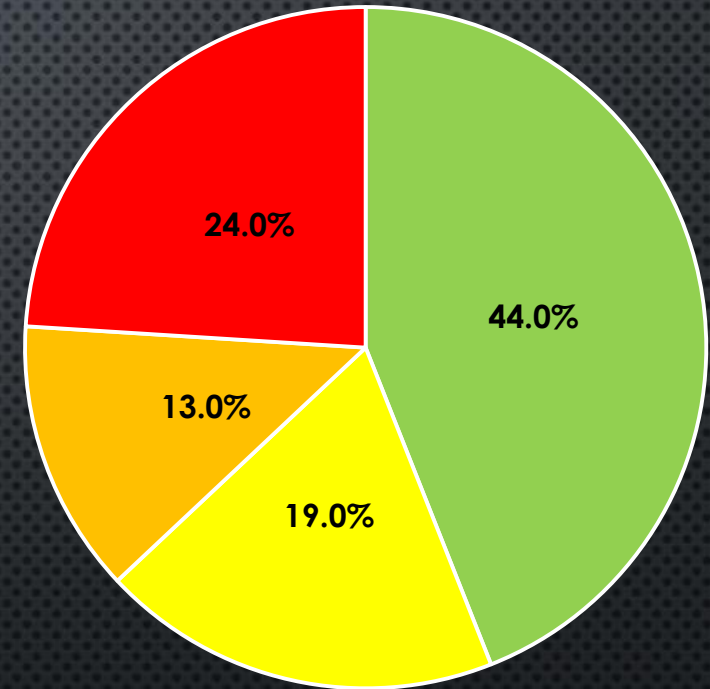
Parking Duration Data

East Main Street, Main Street and West Main Street



■ 1 HOUR ■ 2 HOURS ■ 3 HOURS ■ 4 HOURS

Overall On-Street Parking Duration



■ 1 HOUR ■ 2 HOURS ■ 3 HOURS ■ 4 HOURS



Summary of Proposed Additional Major Changes

- Correct sight distance issues to improve safety at the following locations:
 - Intersection of Church Street and 1st Ave South
 - Intersection of 4th Ave North and 3rd Ave North
 - Intersection of 5th Ave South and Cummins Street
- Eliminate parking on the south side of Church Street between 5th Ave South and 4th Ave South.
- Restrict Parking on Cummins Street to one side or designate Cummins as a one-way street.
- Add one transit / rideshare parking space at 3rd Ave South at the Square.
- Add pedestrian crossings at the following locations:
 - Columbia Ave at Five Points.
 - 4th Ave South at the alley / parking garage.
- Add pavement markings, signs and marked parking stalls to all streets within the downtown area.





Intersection of Church Street and
1st Ave South

Problem: Existing Sight Distance
Issue.

Solutions: Install a three way stop
sign .





Intersection of 3rdth Ave North and
4th Ave North

Problem: Existing sight distance
issue.

Solutions: Install a three way stop
sign.





Intersection of 5th Ave South and Cummins Street

Problem: Existing sight distance issue.

Solution A: Eliminate 7 parking spaces on 5th Ave South.

Solution B: Make Cummins Street one way (North to South).



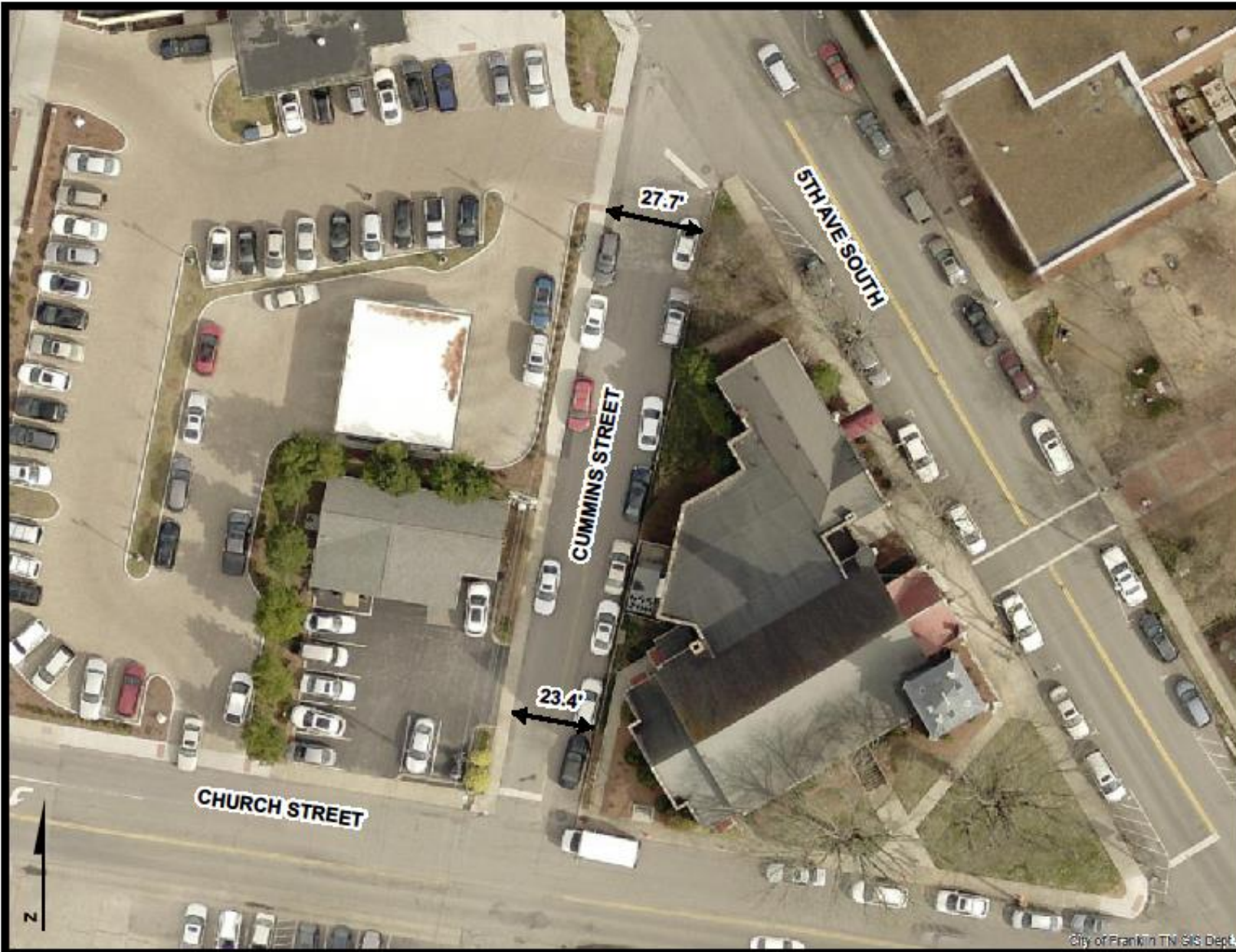


Church Street (5th Ave South to 4th Ave South)

Problem: Roadway width does not support parking on both sides. 2~11' lanes and 2~8' parking stalls = 38'.

Solutions: Eliminate 10 parking stalls on the south side of Church Street between 5th Ave South and 4th Ave South.





Cummins Street (5th Ave South to South Margin Street)

Problem: Roadway width does not support parking on both sides. 2~11' lanes and 2~8' parking stalls = 38'.

Solution A: Eliminate parking on the east side of the street and allow parked vehicles on the west side to partially block one travel lane.

Solution B: Make Cummins Street one way (North to South).





Transit/Ride-share Space





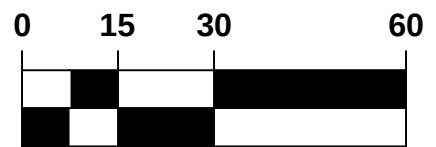
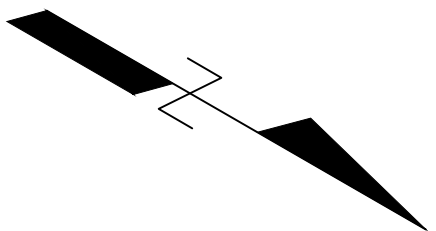
Additional Pedestrian Crossings

- Columbia Ave at Five Points.
- 4th Ave South at the alley / parking garage





MATCH LINE SEE SHEET 2



CITY OF FRANKLIN, TN

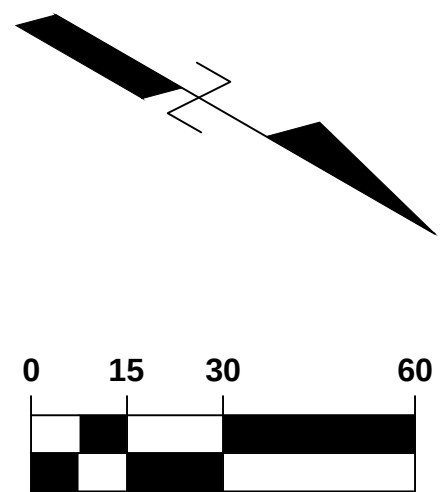
SINGING AND PAVEMENT MARKING PLAN

1ST AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE
SHEET	
1	



MATCH LINE SEE SHEET 2



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
1ST AVE SOUTH AND NORTH

SCALE = 1"=30'

ISSUE DATE

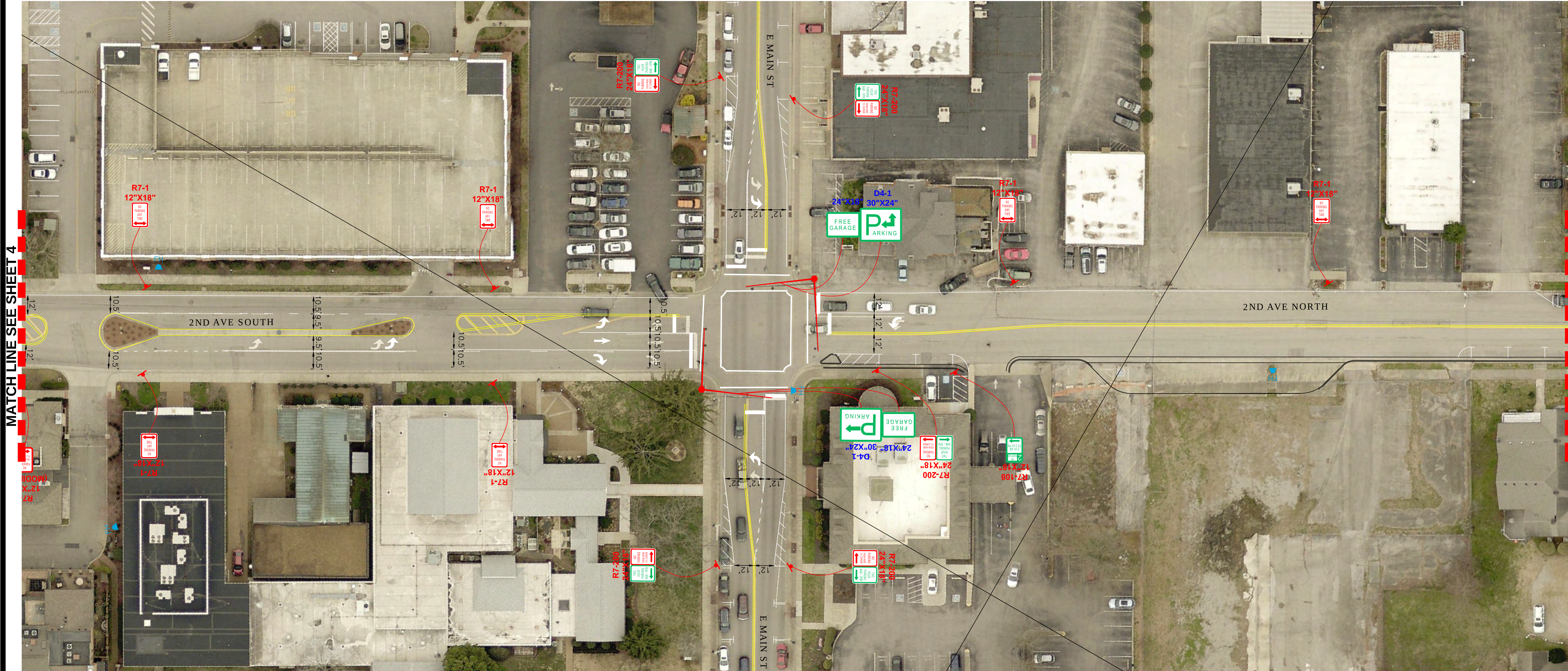
2/1/2018

REVISIONS

NO. DATE

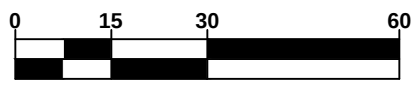
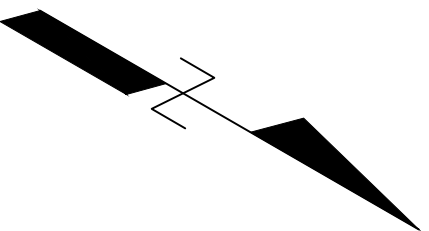
SHEET

3



MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 6



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
2ST AVE SOUTH AND NORTH

SCALE = 1"=30'

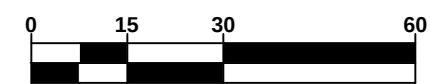
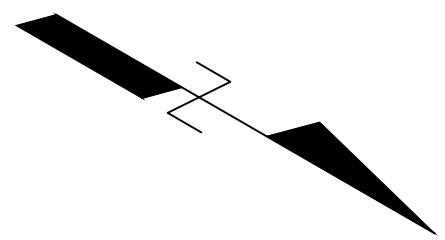
ISSUE DATE
2/1/2018

REVISIONS
NO. DATE

SHEET

5

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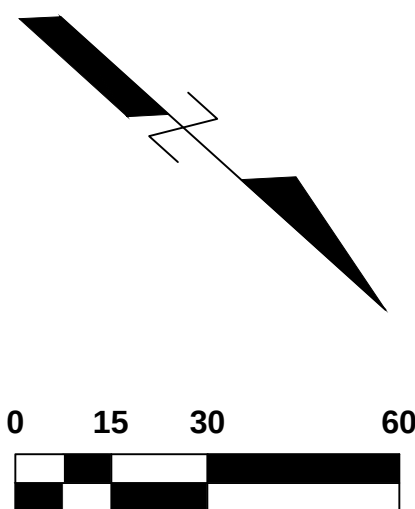
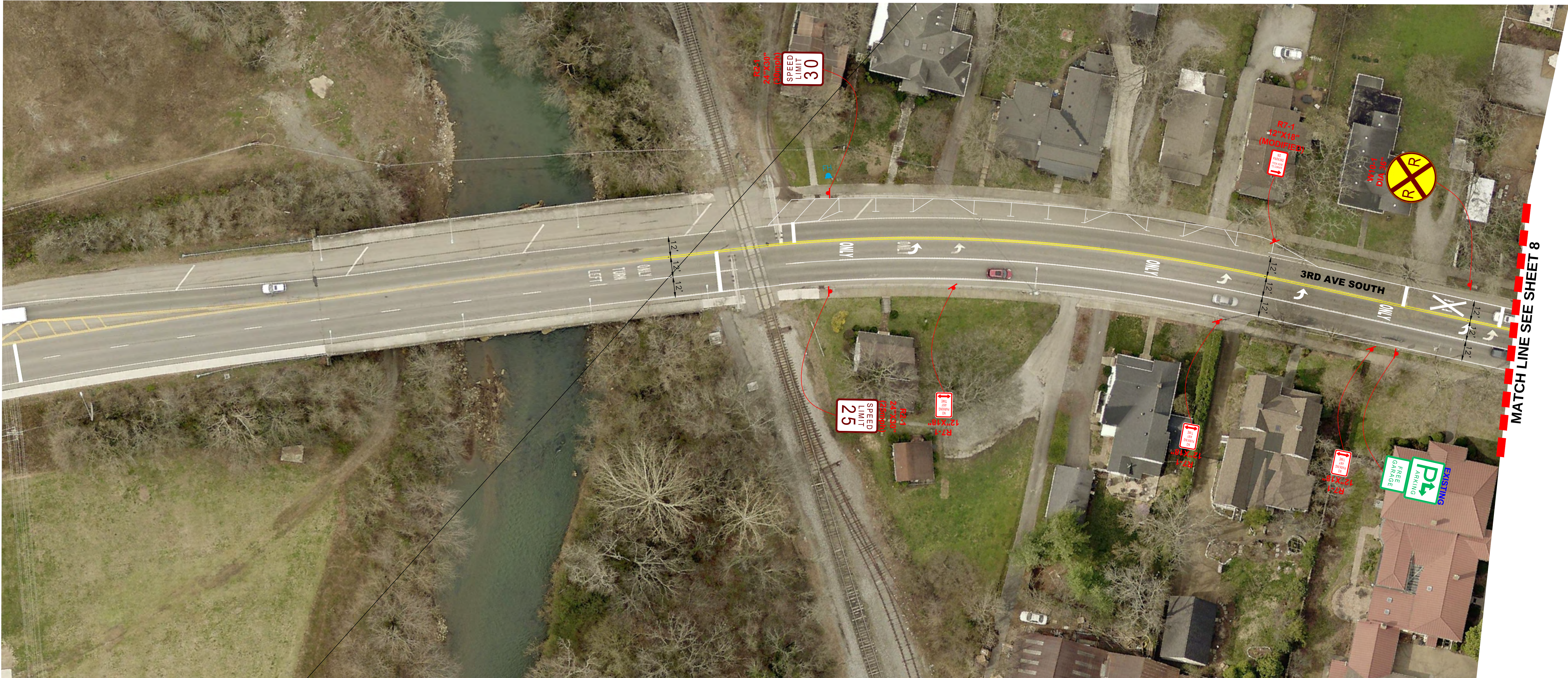


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
2ND AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

6



CITY OF FRANKLIN, TN

SINGING AND PAVEMENT MARKING PLAN

3RD AVE SOUTH AND NORTH

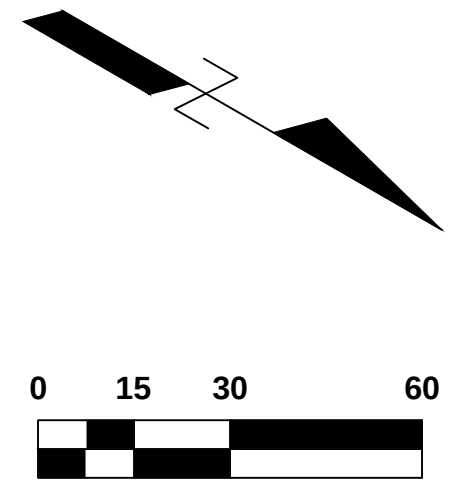
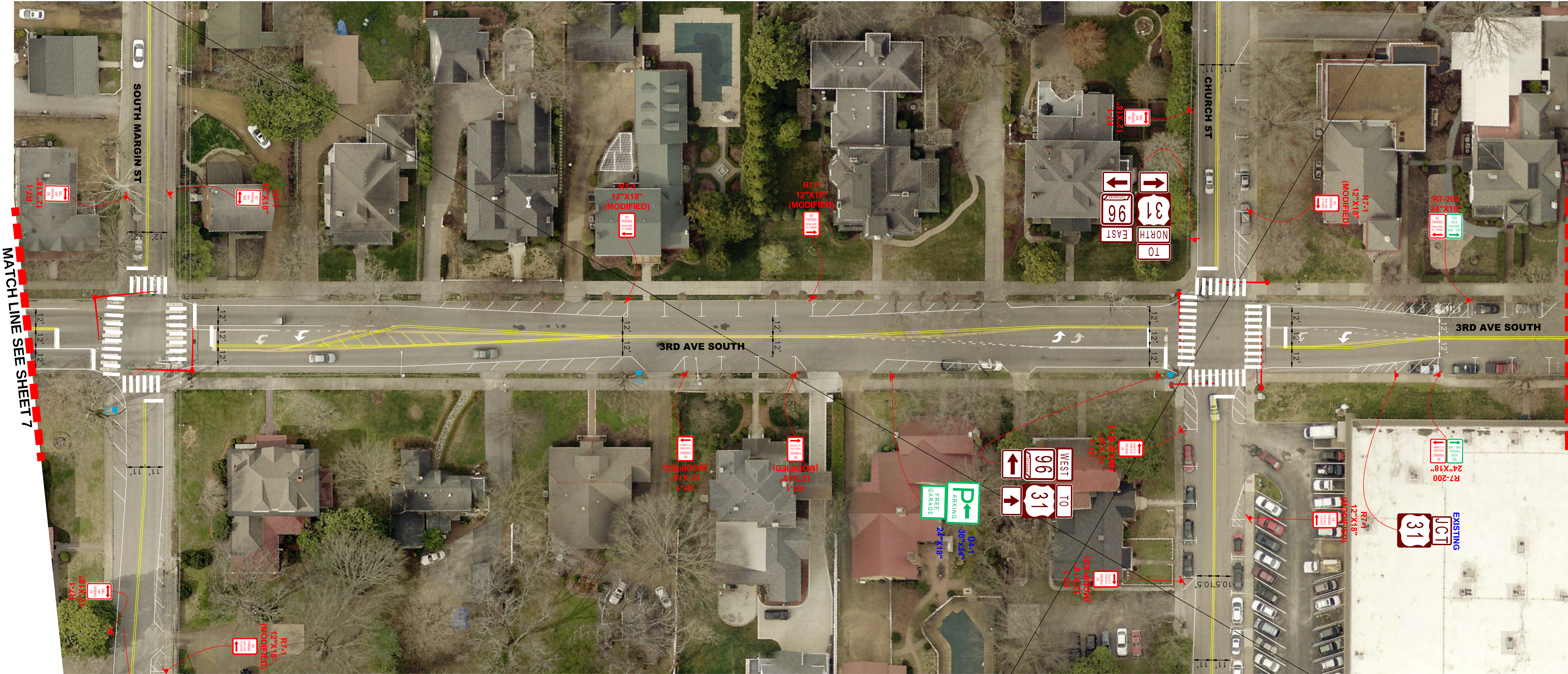
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SHEET

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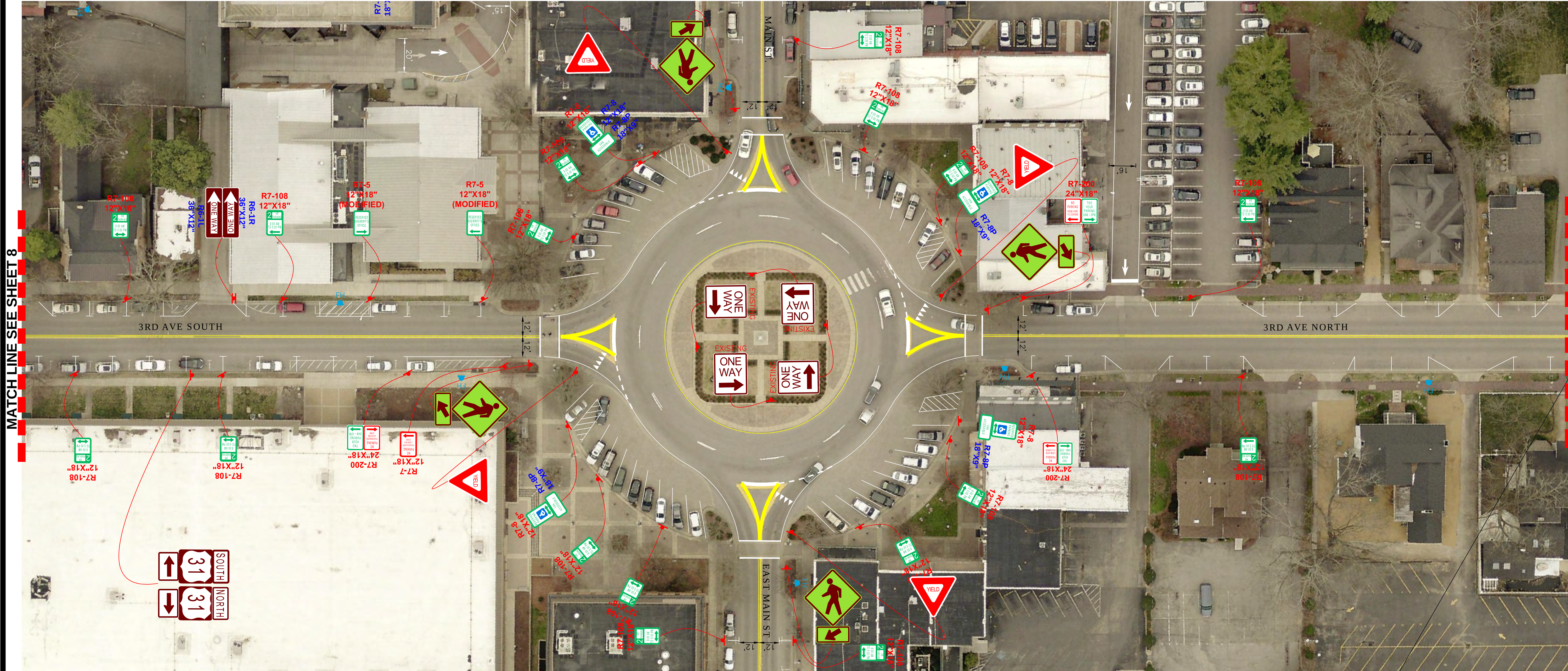
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ISSUE DATE
2/1/2018



MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 7



MATCH LINE SEE SHEET 8

MATCH LINE SEE SHEET 10

CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
3RD AVE SOUTH AND NORTH

SCALE = 1"=30'

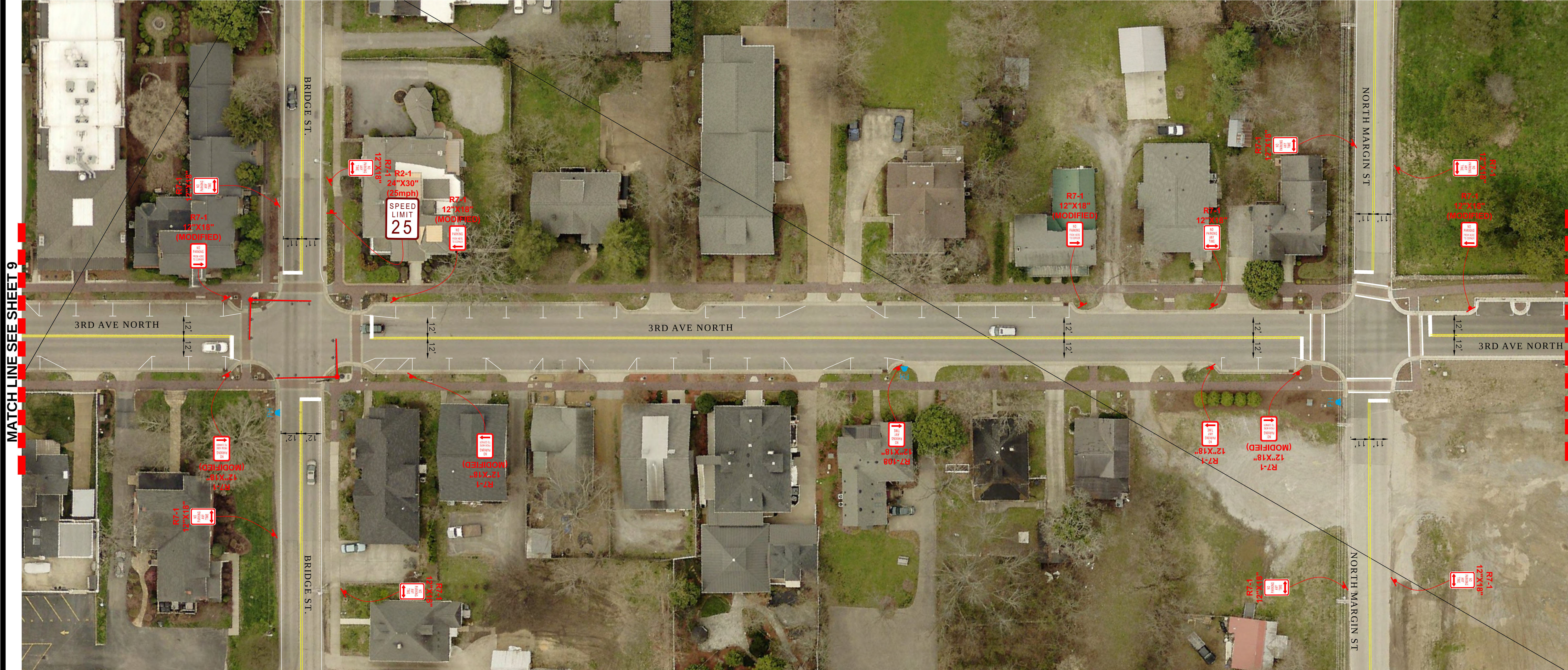
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REVISIONS

NO. DATE

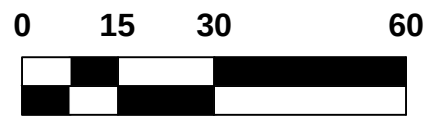
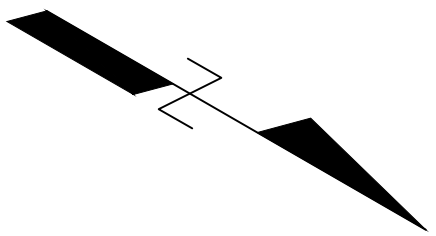
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9



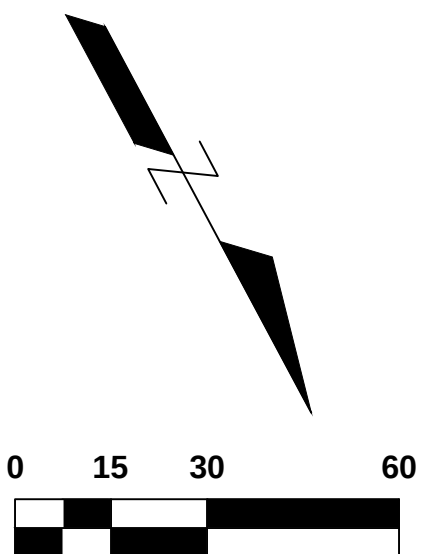
MATCH LINE SEE SHEET 9

MATCH LINE SEE SHEET 11



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
3RD AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE
SHEET	
10	



CITY OF FRANKLIN, TN

SINGING AND PAVEMENT MARKING PLAN

3RD AVE SOUTH AND NORTH

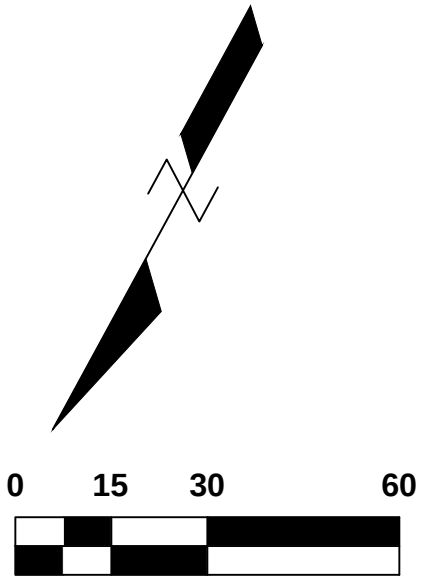
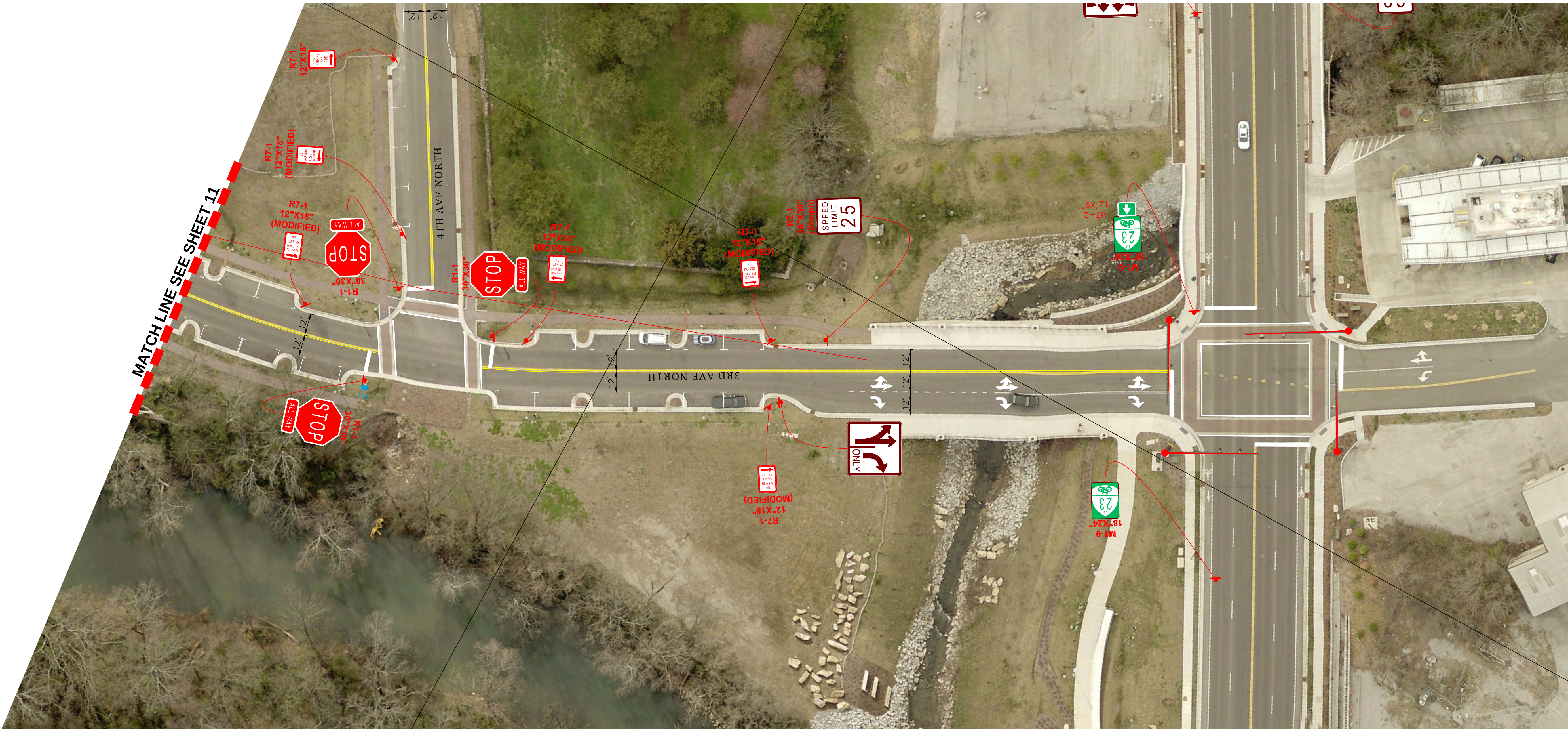
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ISSUE DATE
2/1/2018

REVISIONS	
NO.	DATE

SHEET

11



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
3RD AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE



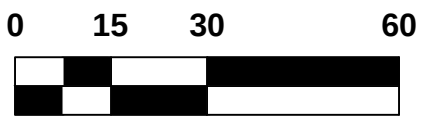
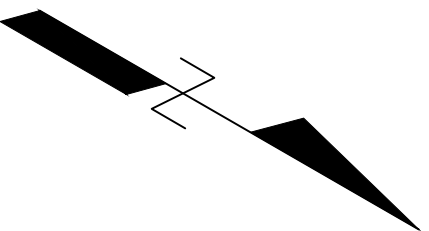
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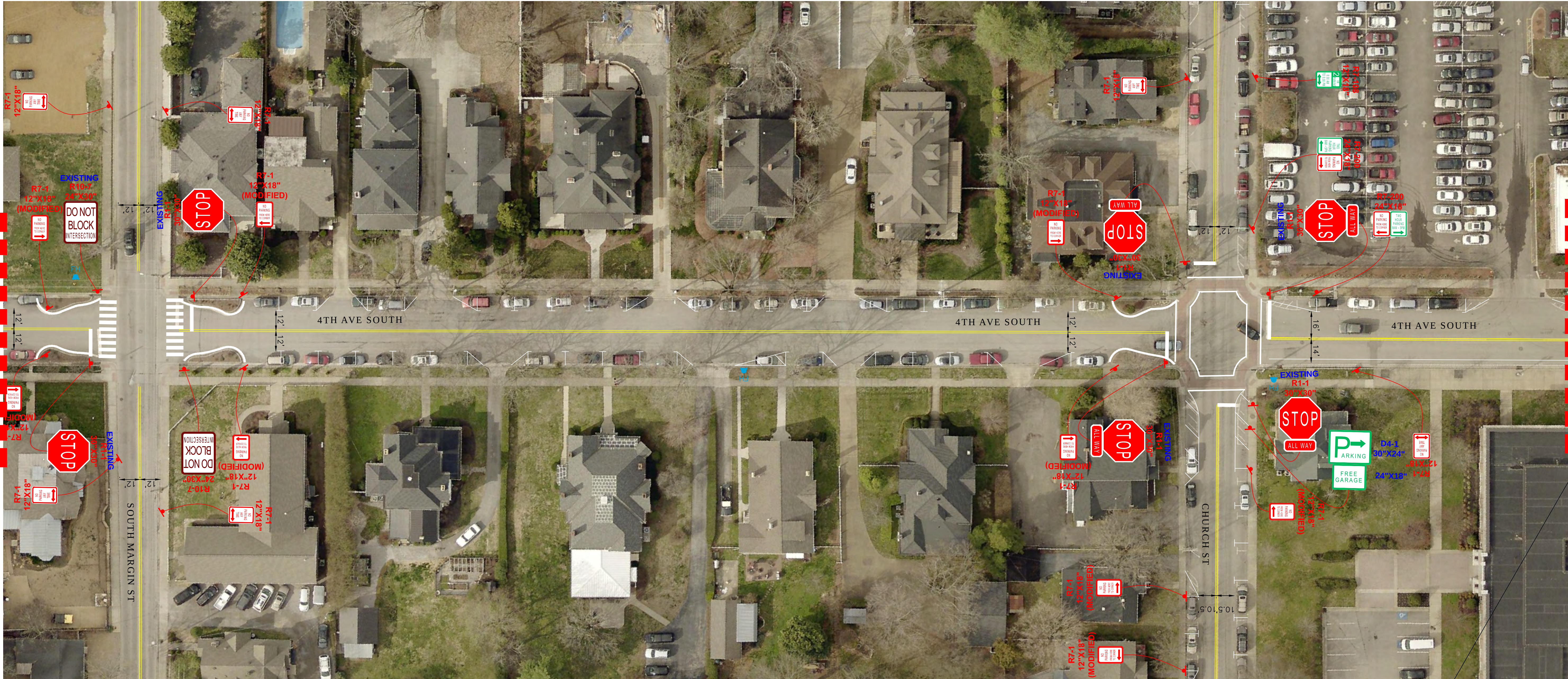
CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
4TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

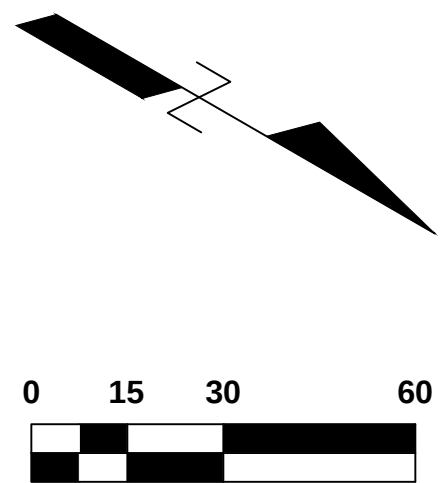
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MATCH LINE SEE SHEET 15



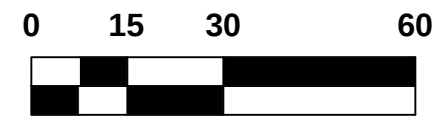
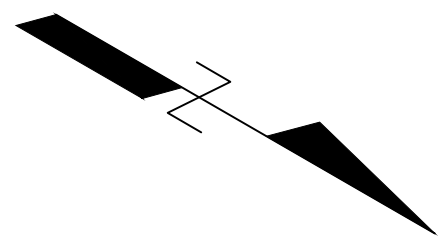
CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
4TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE



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MATCH LINE SEE SHEET 17

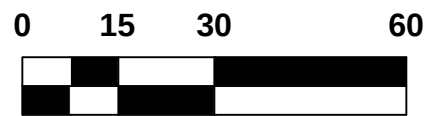
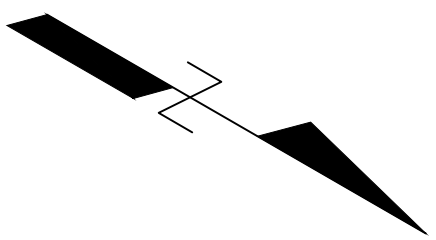
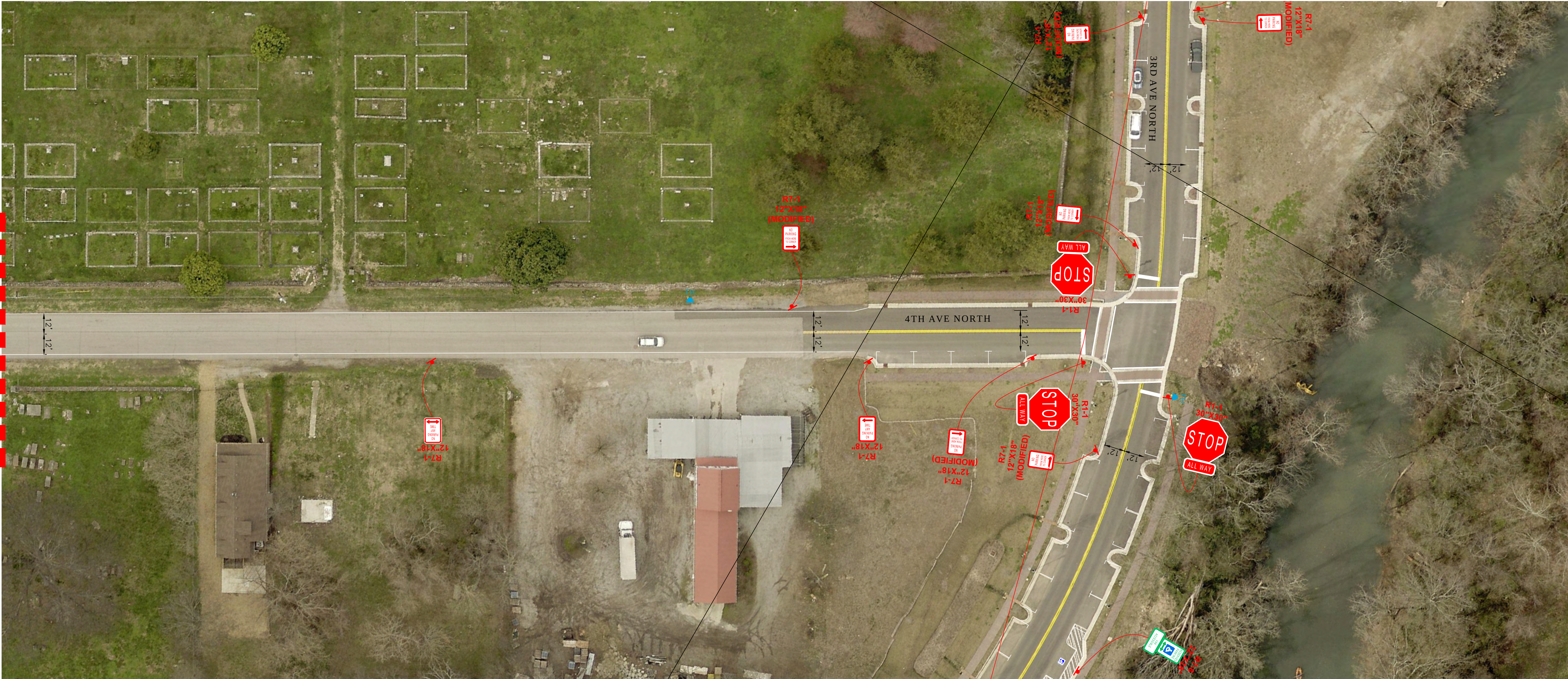


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
4TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET
16

MATCH LINE SEE SHEET 16

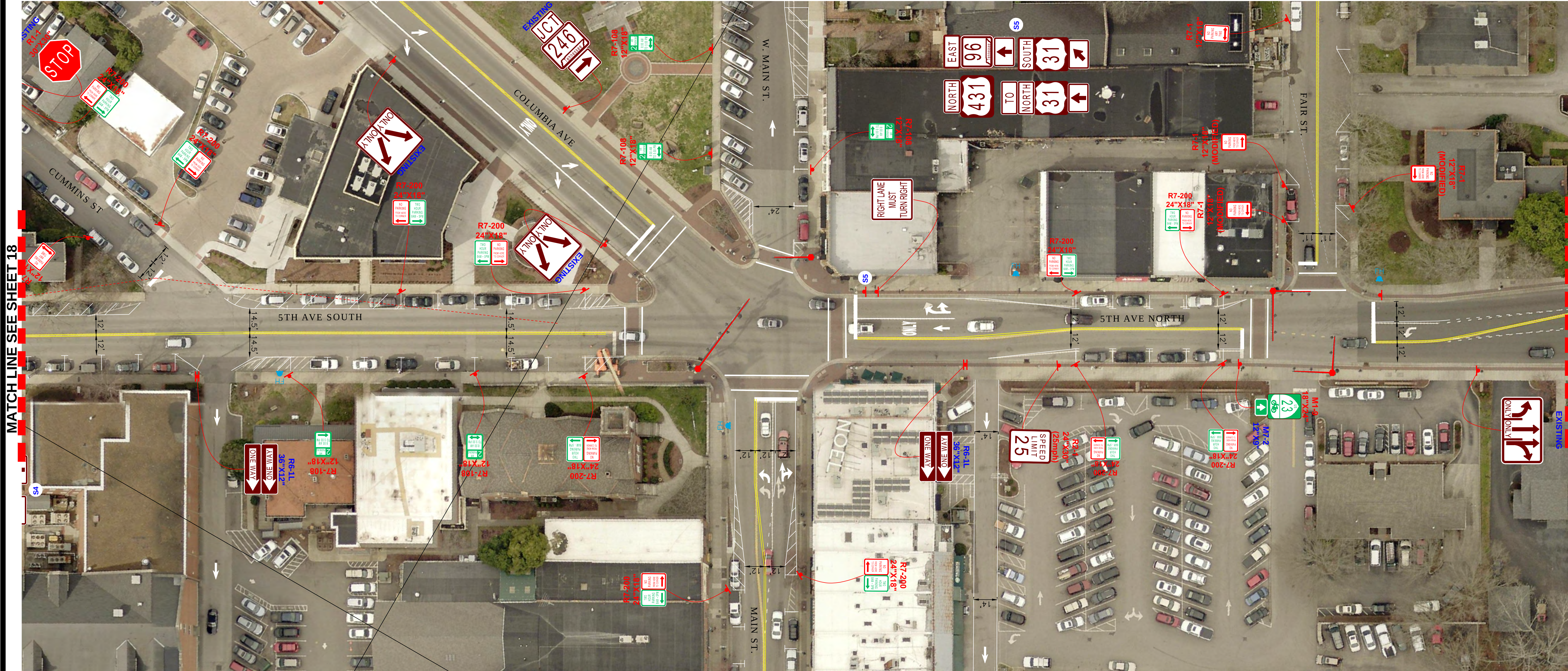


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
4TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
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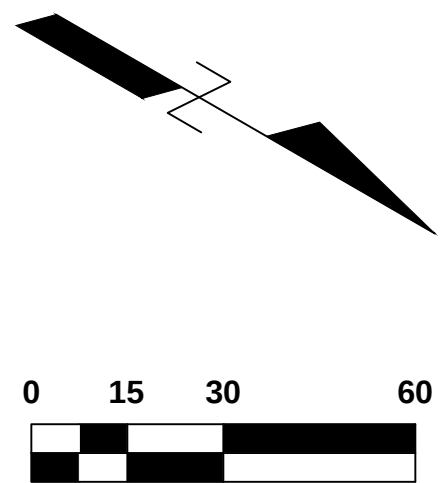
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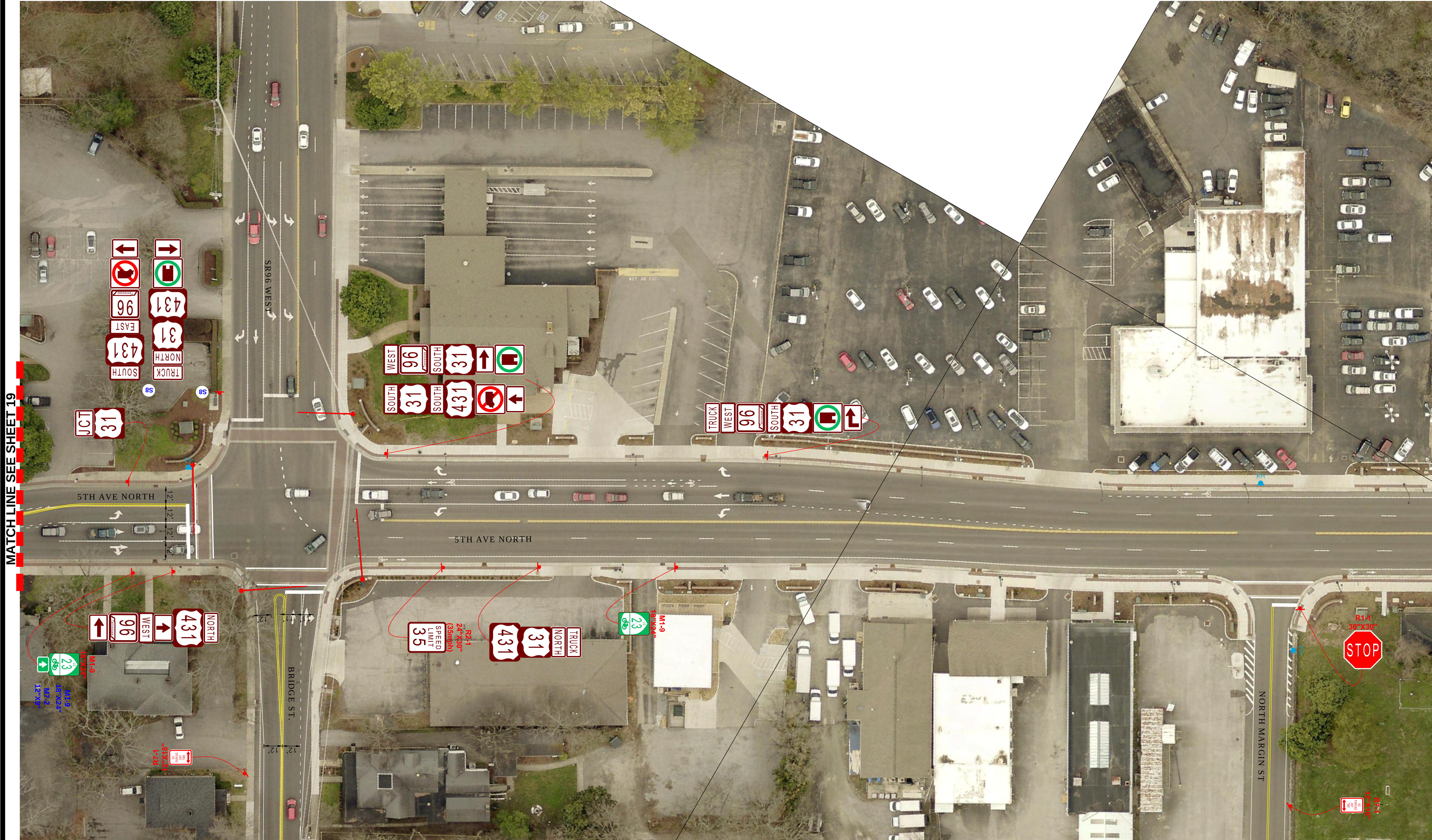
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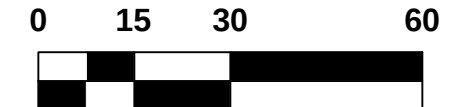
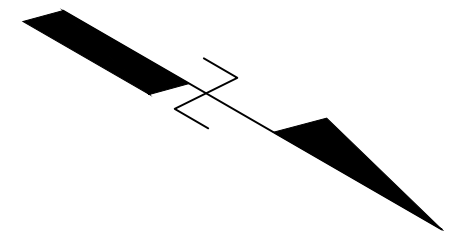
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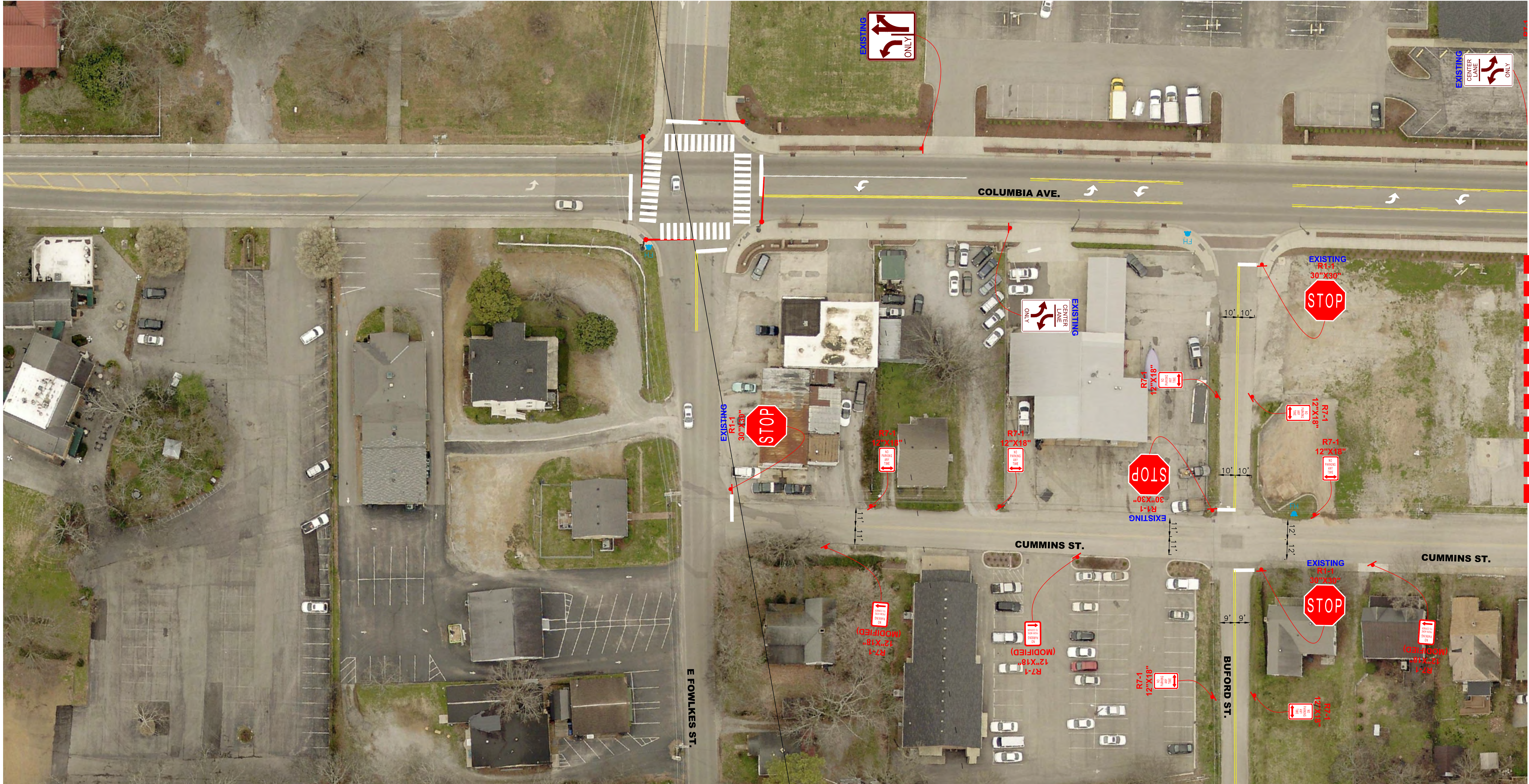


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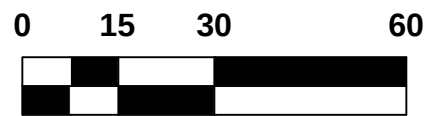
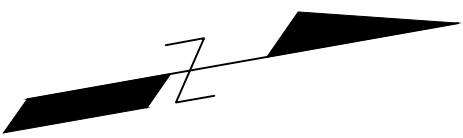


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
5TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE



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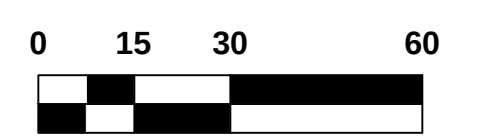
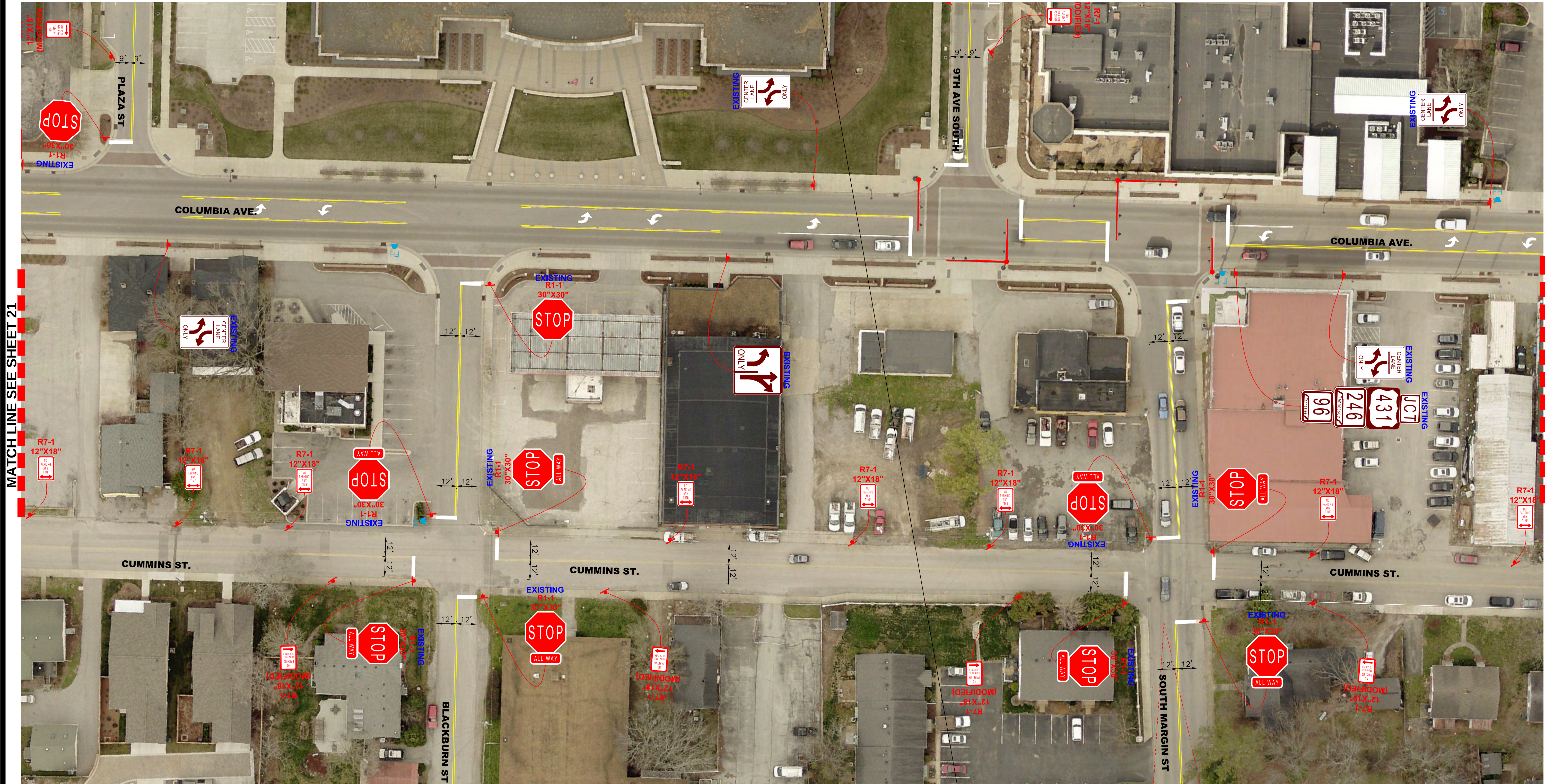


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
COLUMBIA AVENUE / CUMMINS STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

21



CITY OF FRANKLIN, TN

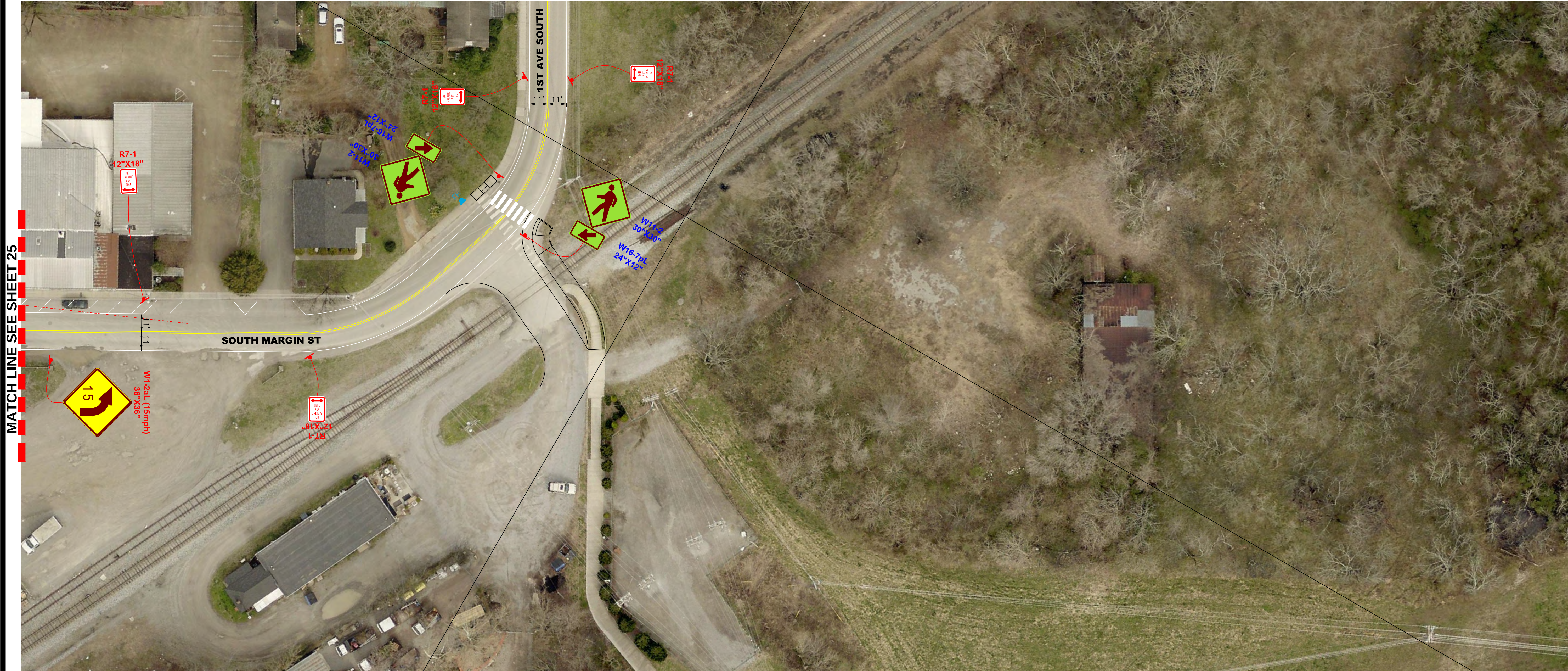
SINGING AND PAVEMENT MARKING PLAN

COLUMBIA AVENUE / CUMMINS STREET

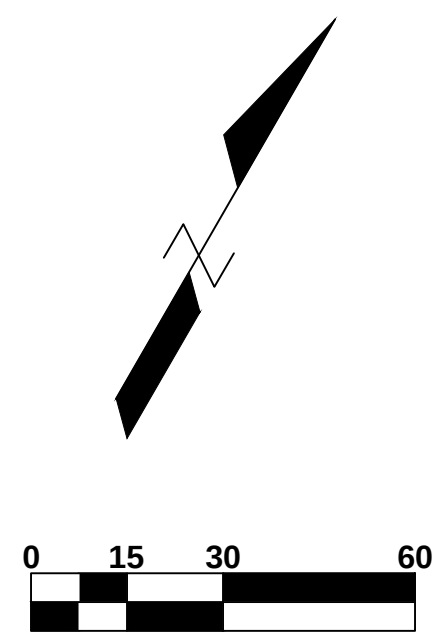
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NO.	DATE

SHEET

22



MATCH LINE SEE SHEET 25



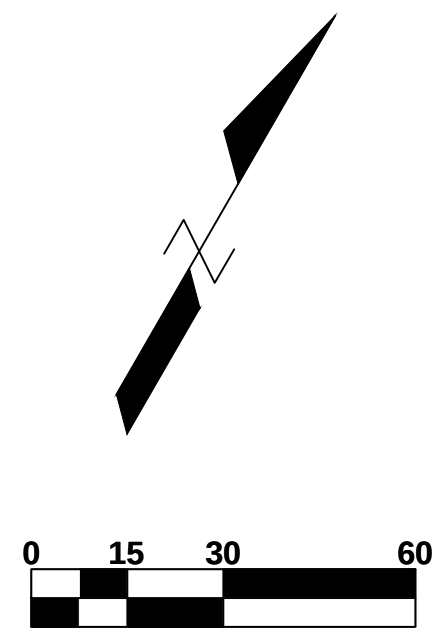
CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
SOUTH MARGIN STREET

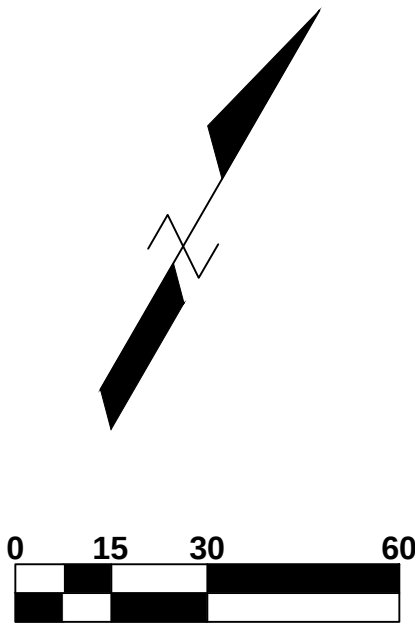
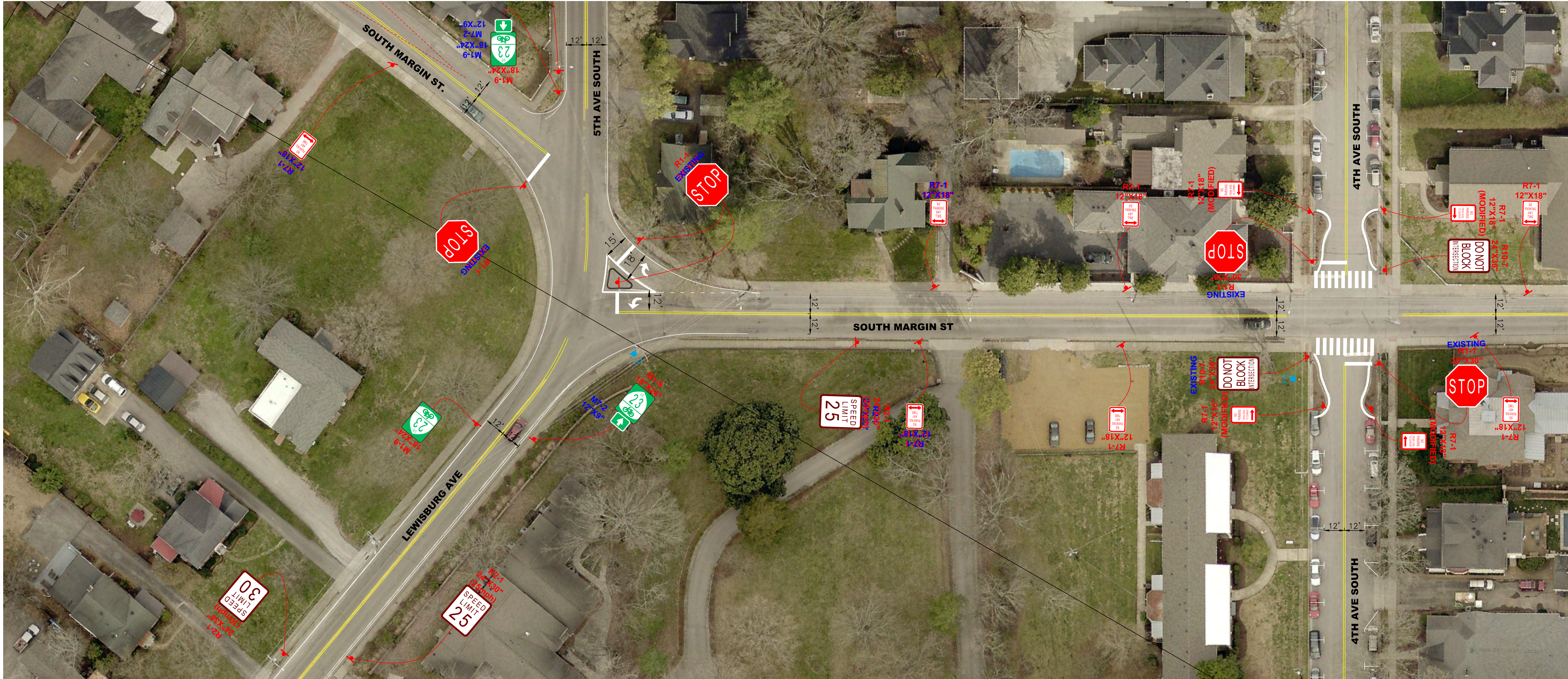
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REVISIONS	
NO.	DATE



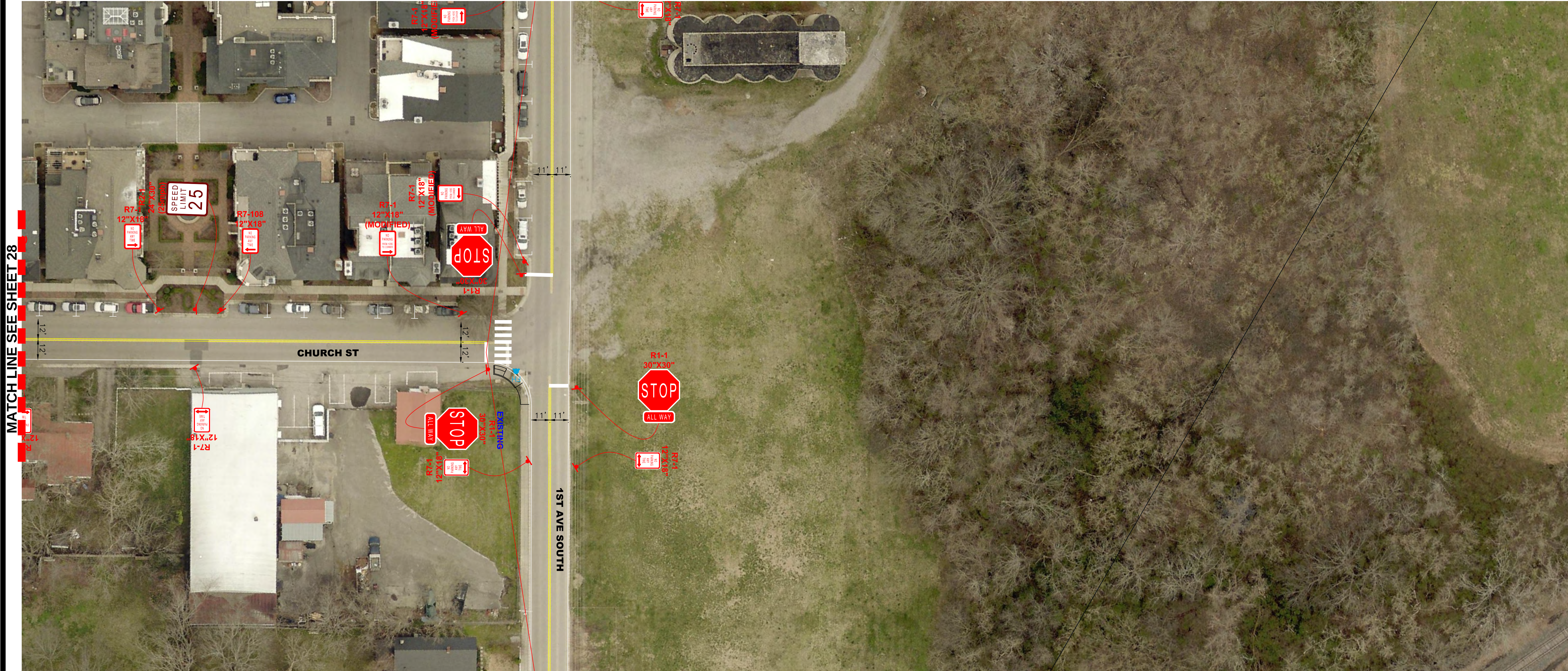
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MATCH LINE SEE SHEET 24

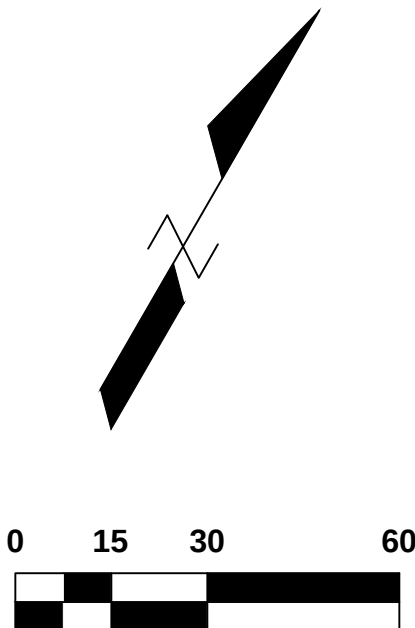




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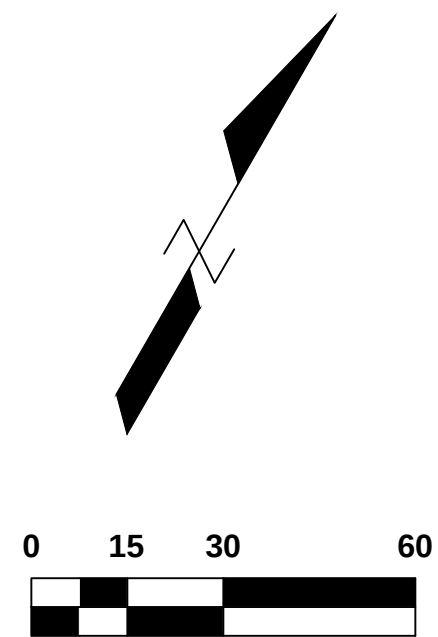
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MATCH LINE SEE SHEET 29

MATCH LINE SEE SHEET 27

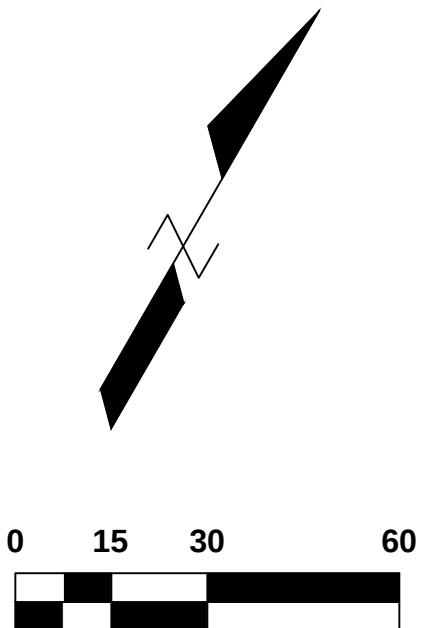
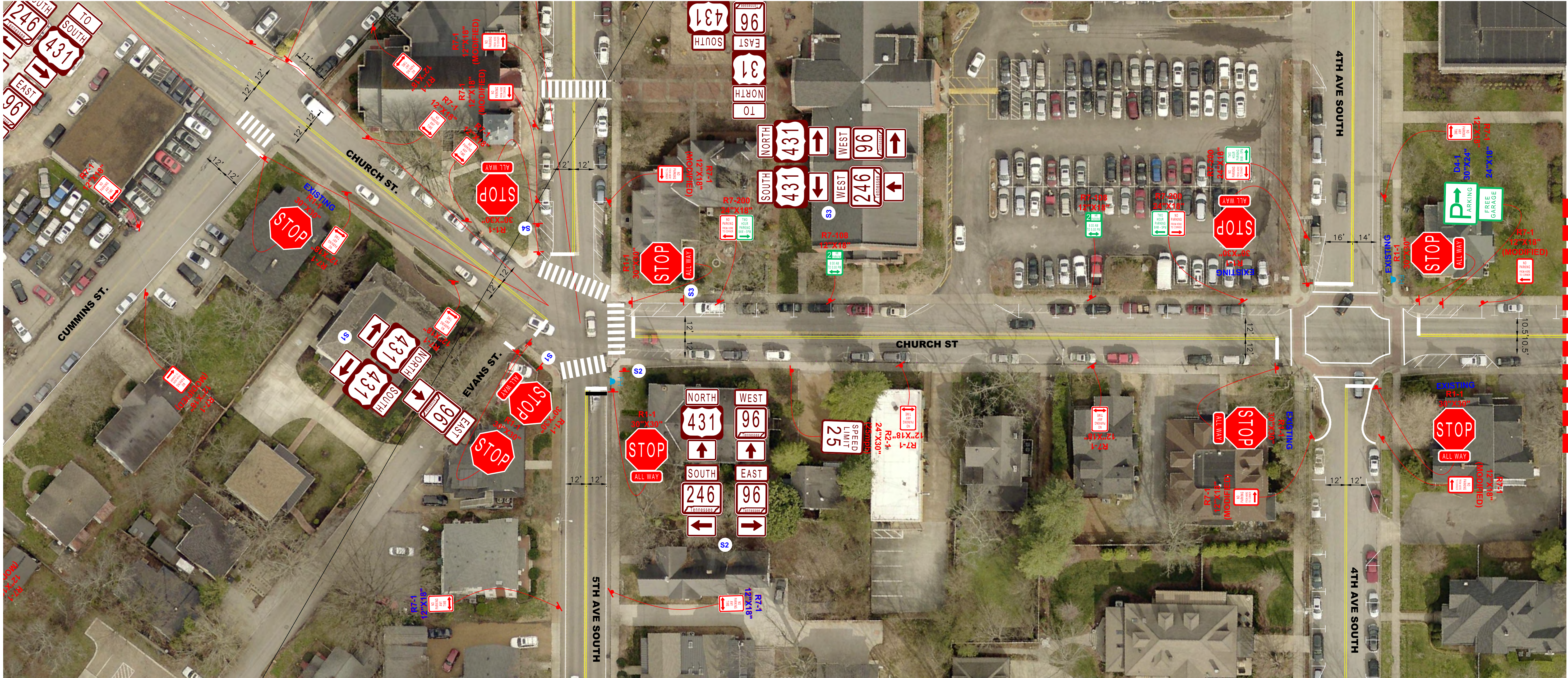


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
CHURCH STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

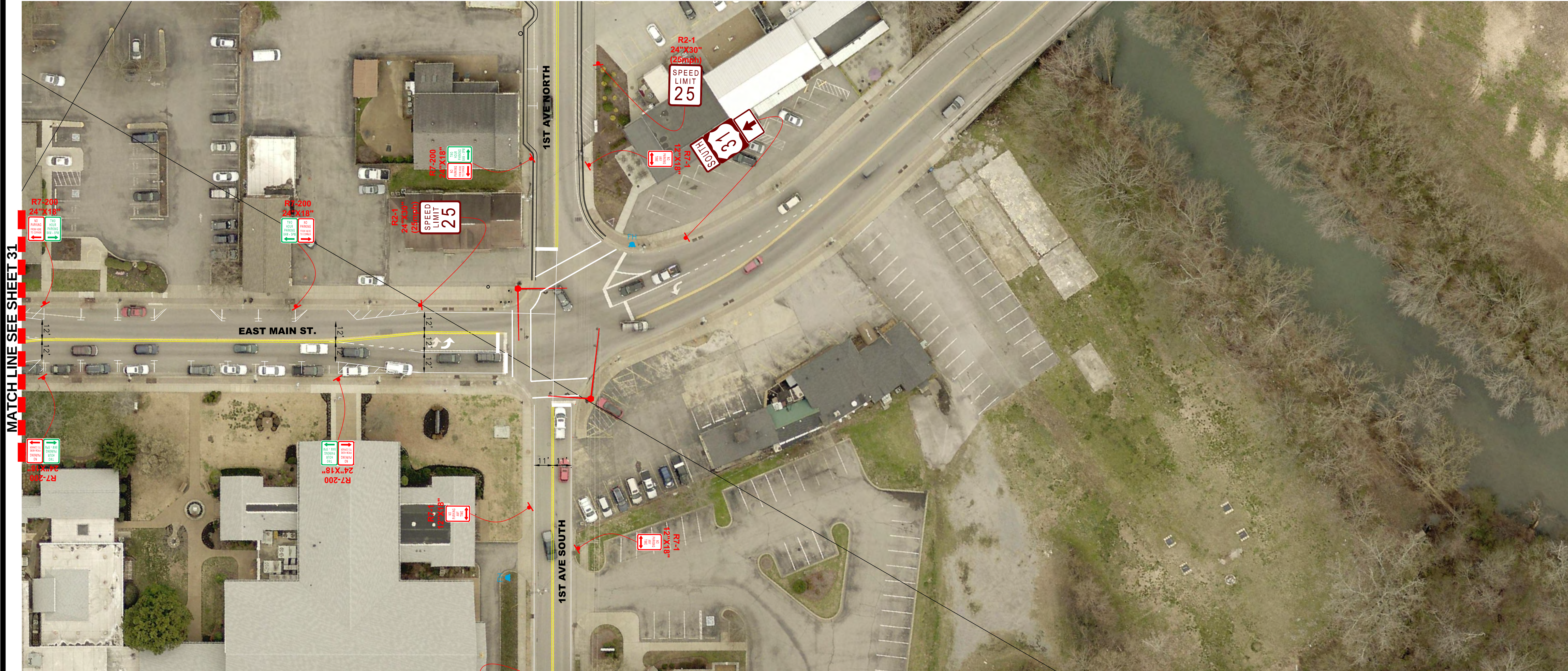
28



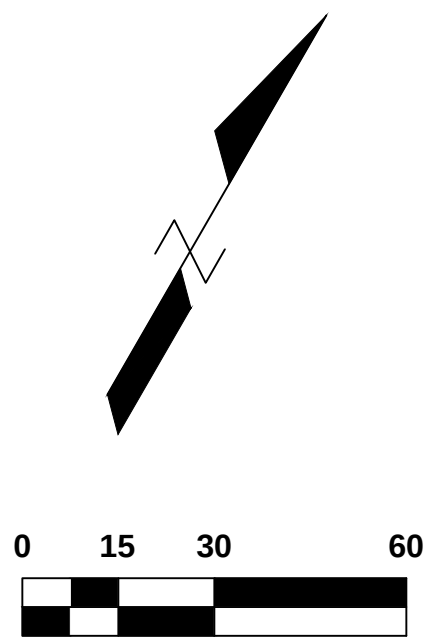
MATCH LINE SEE SHEET 28

CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
CHURCH STREET

SCALE = 1"=30'	
ISSUE DATE	
2/1/2018	
REVISIONS	
NO.	DATE



MATCH LINE SEE SHEET 31

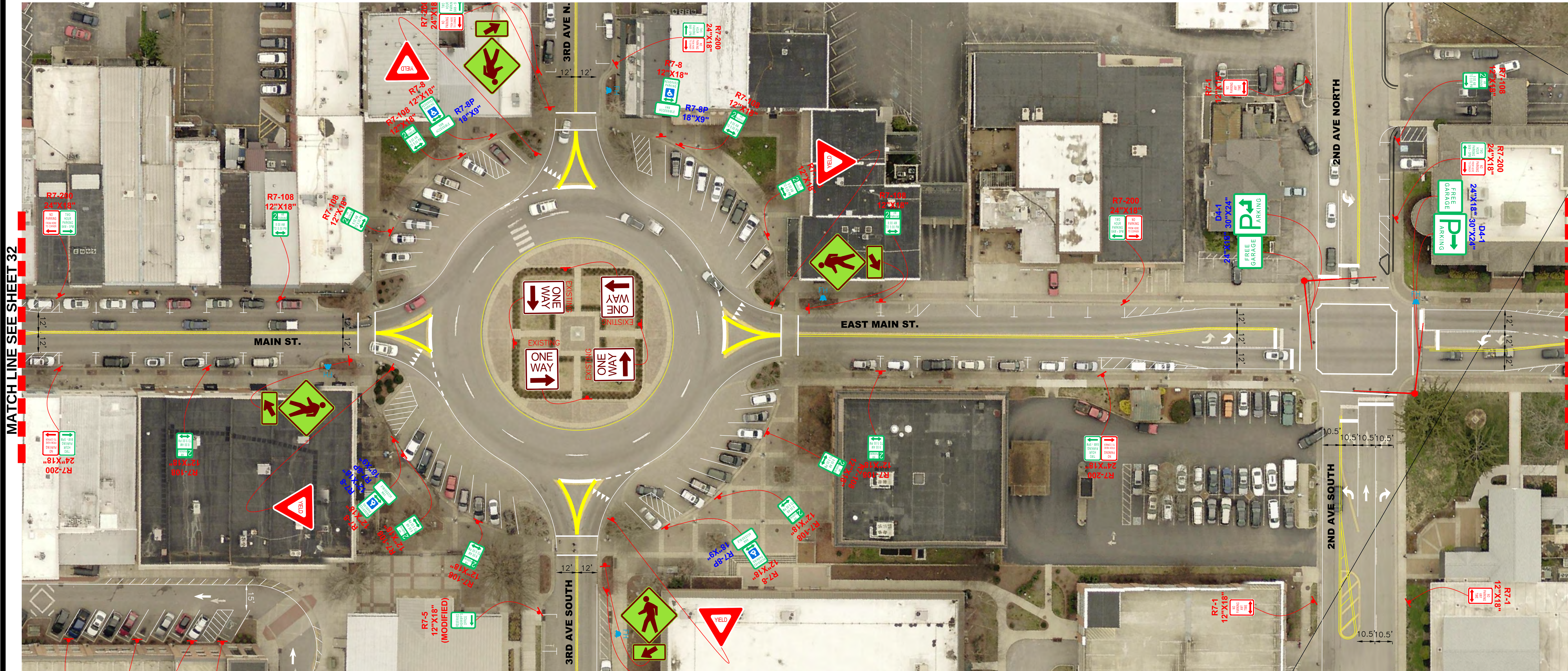


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
EAST MAIN ST / MAIN ST / WEST MAIN ST

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

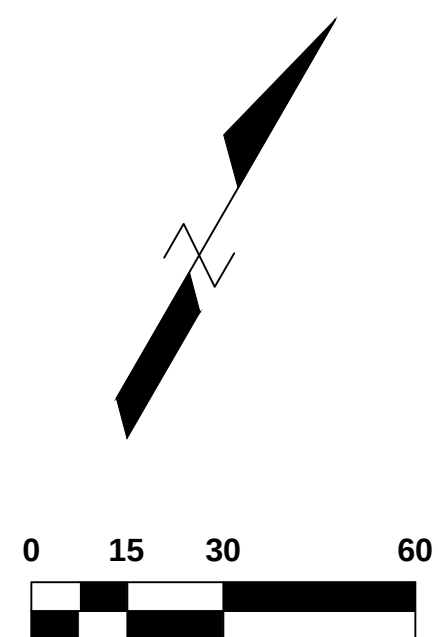
SHEET

30



MATCH LINE SEE SHEET 32

MATCH LINE SEE SHEET 30



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
EAST MAIN ST / MAIN ST / WEST MAIN ST

SCALE = 1"=30'	
ISSUE DATE	
2/1/2018	
REVISIONS	
NO.	DATE

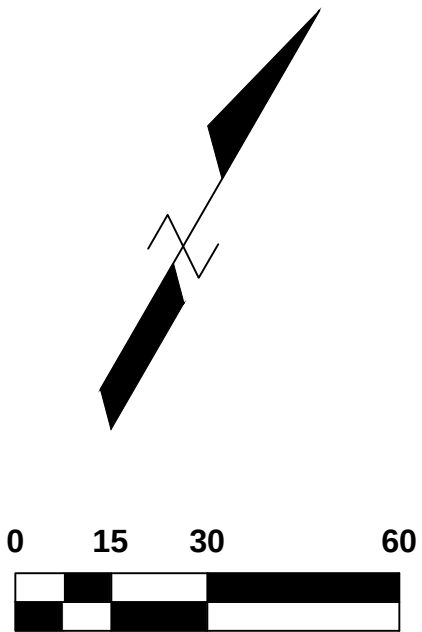
SHEET

31



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
EAST MAIN ST / MAIN ST / WEST MAIN ST

SCALE = 1"=30'	
ISSUE DATE	
2/1/2018	
REVISIONS	
NO.	DATE



MATCH LINE SEE SHEET 32



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
BRIDGE STREET

SCALE = 1"=30'

ISSUE DATE

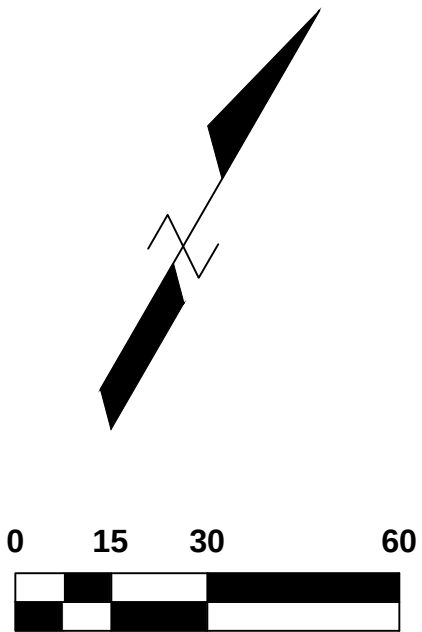
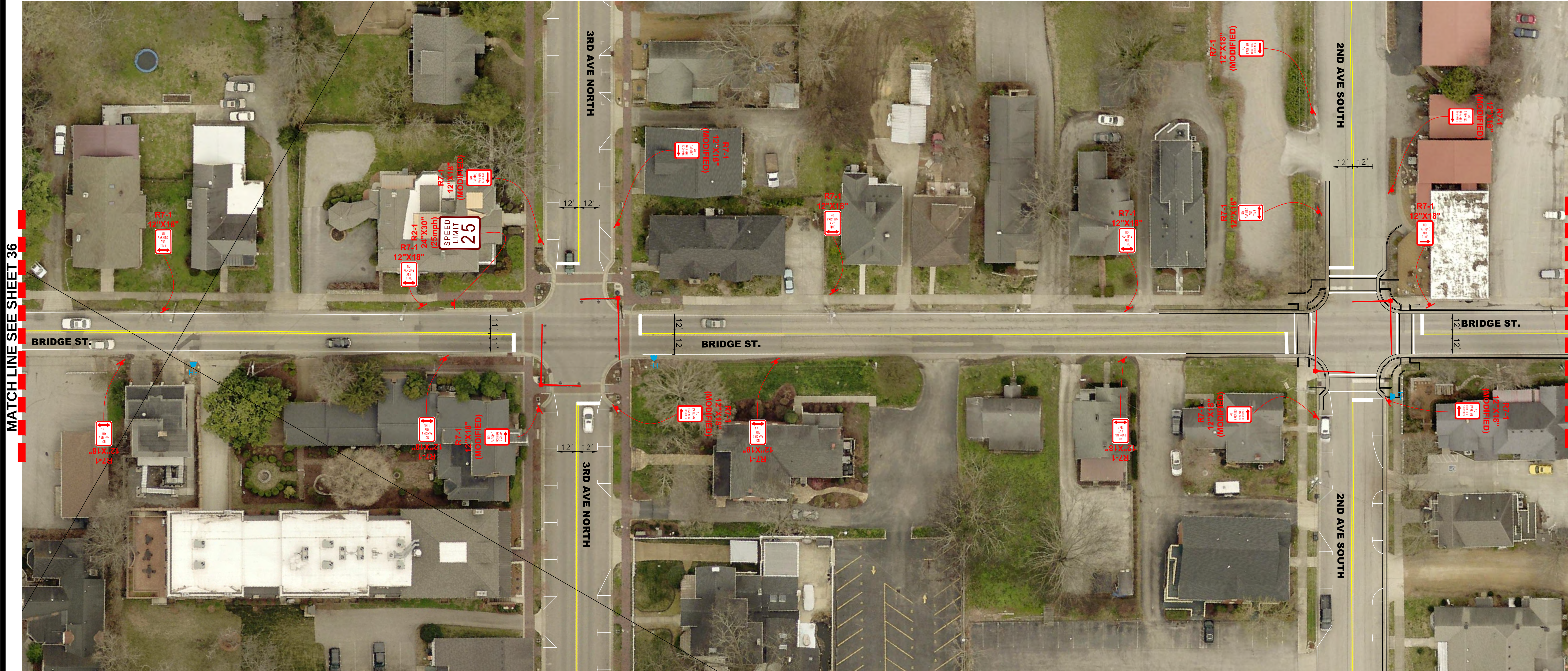
2/1/2018

REVISIONS

NO. DATE

SHEET

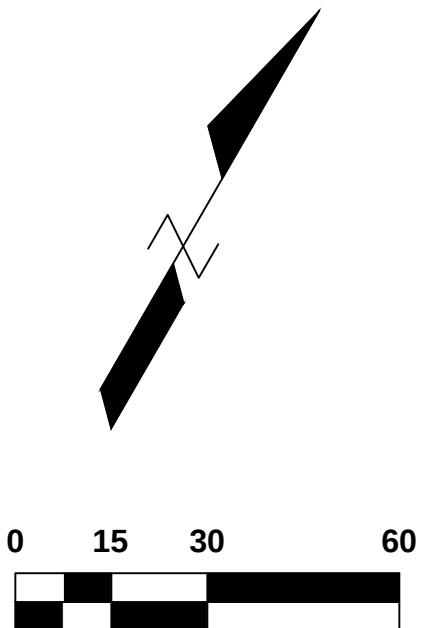
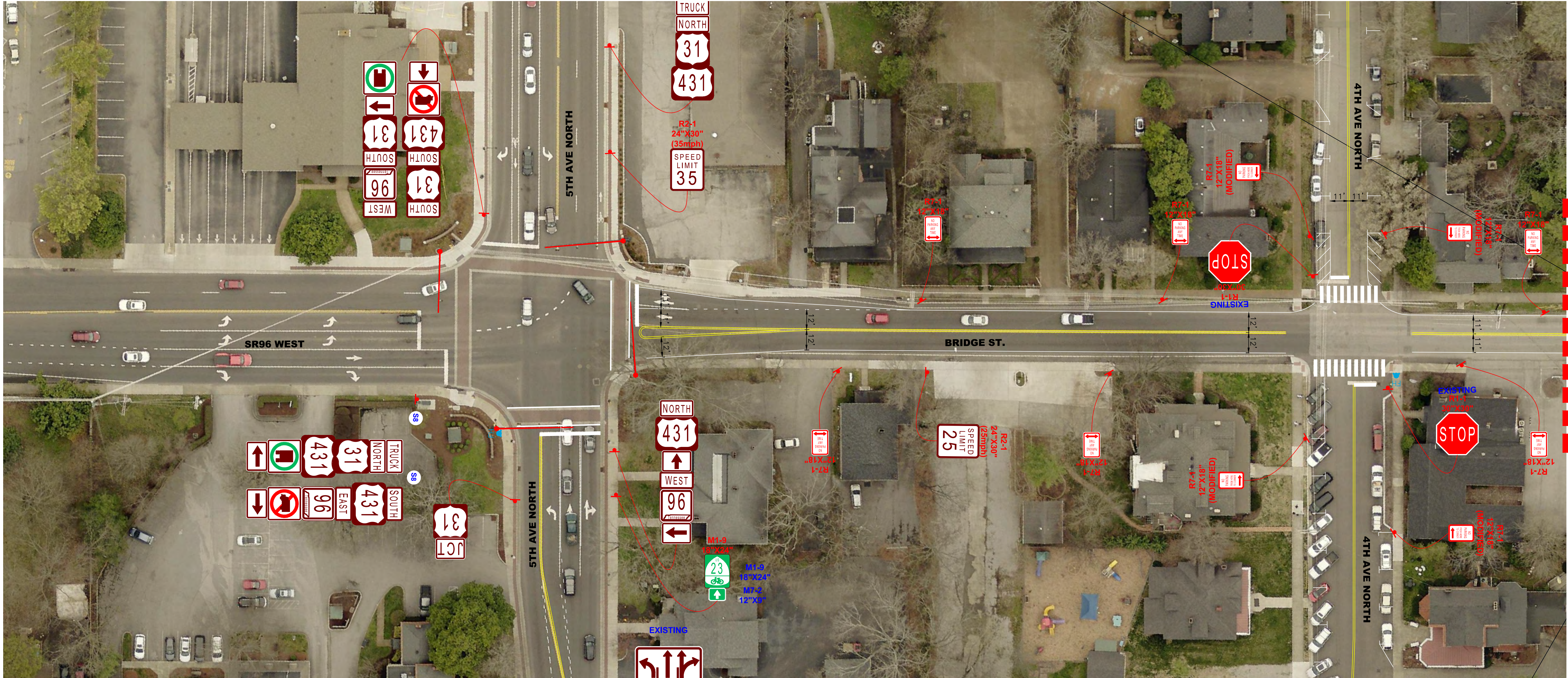
34



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
BRIDGE STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET
35



MATCH LINE SEE SHEET 35

CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
BRIDGE STREET

SCALE = 1"=30'

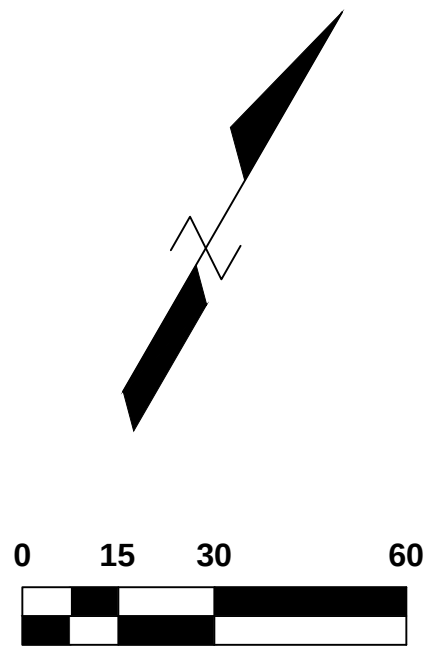
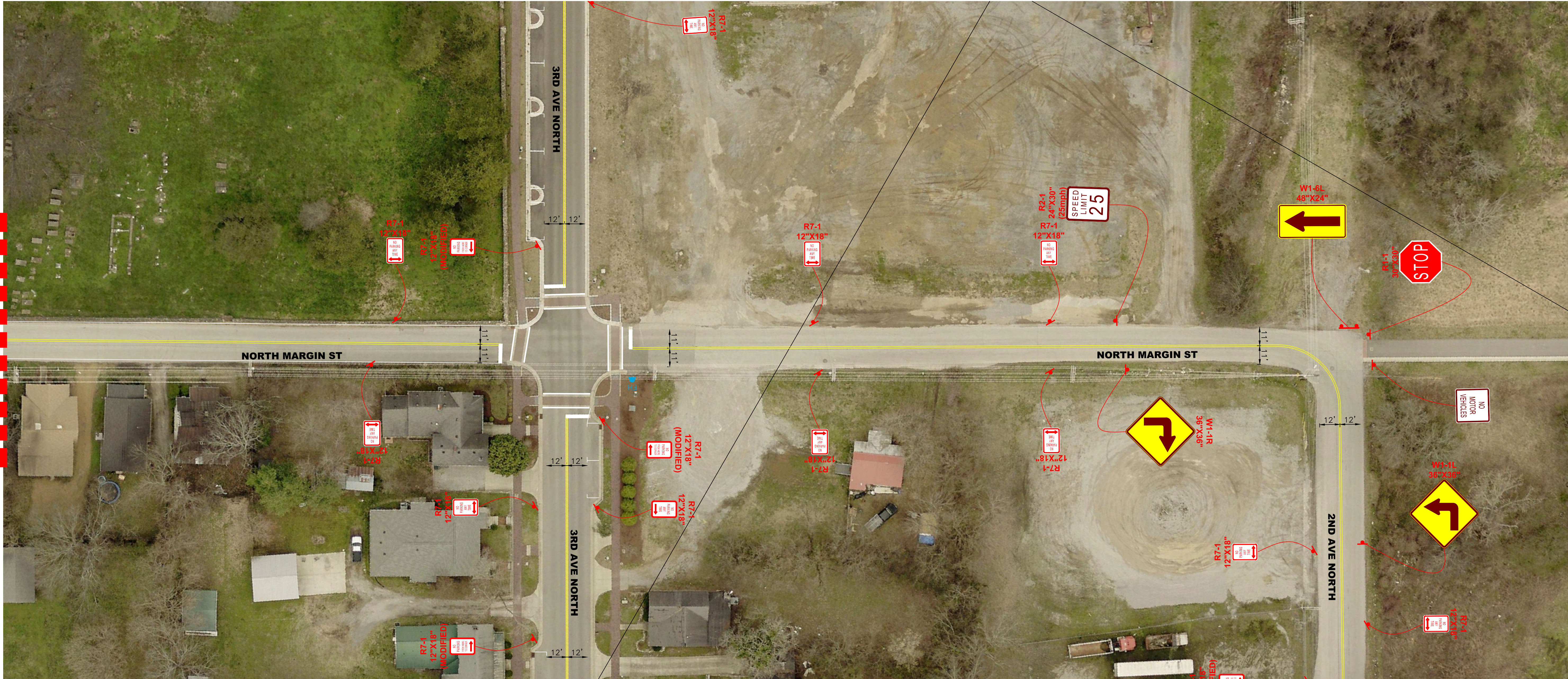
ISSUE DATE
2/1/2018

REVISIONS
NO. DATE

SHEET

36

MATCH LINE SEE SHEET 38

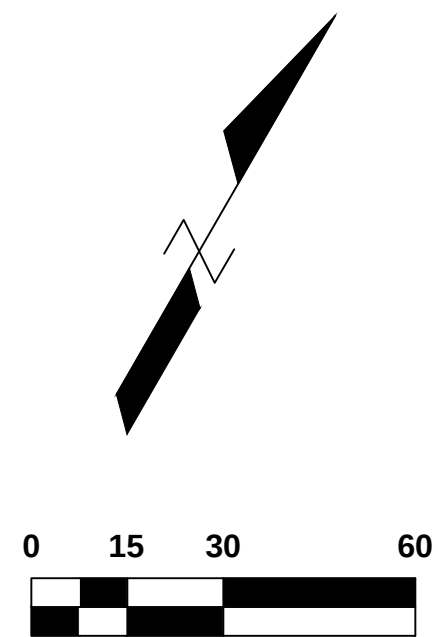
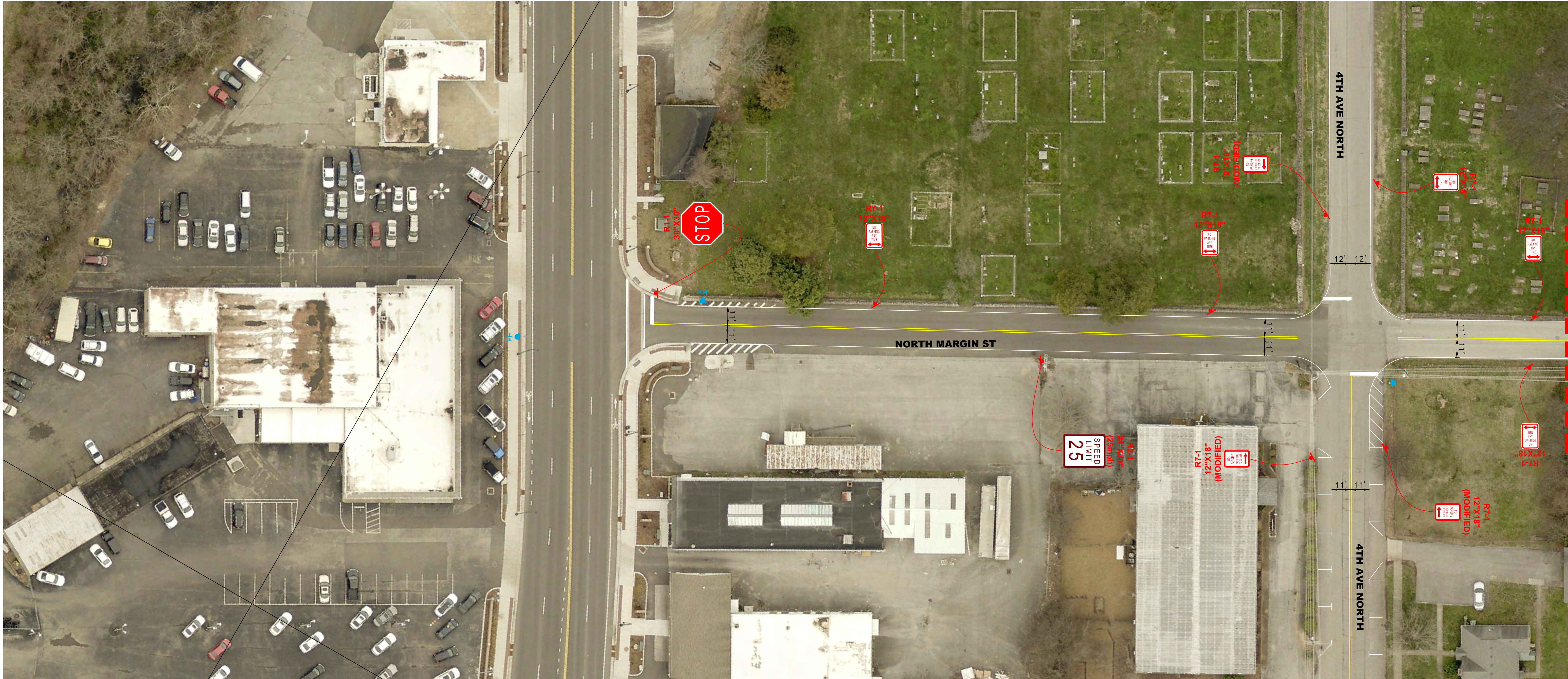


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
NORTH MARGIN STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

37



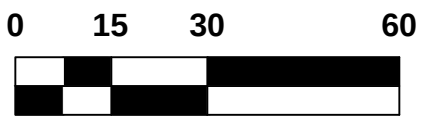
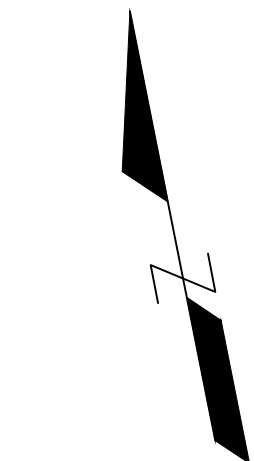
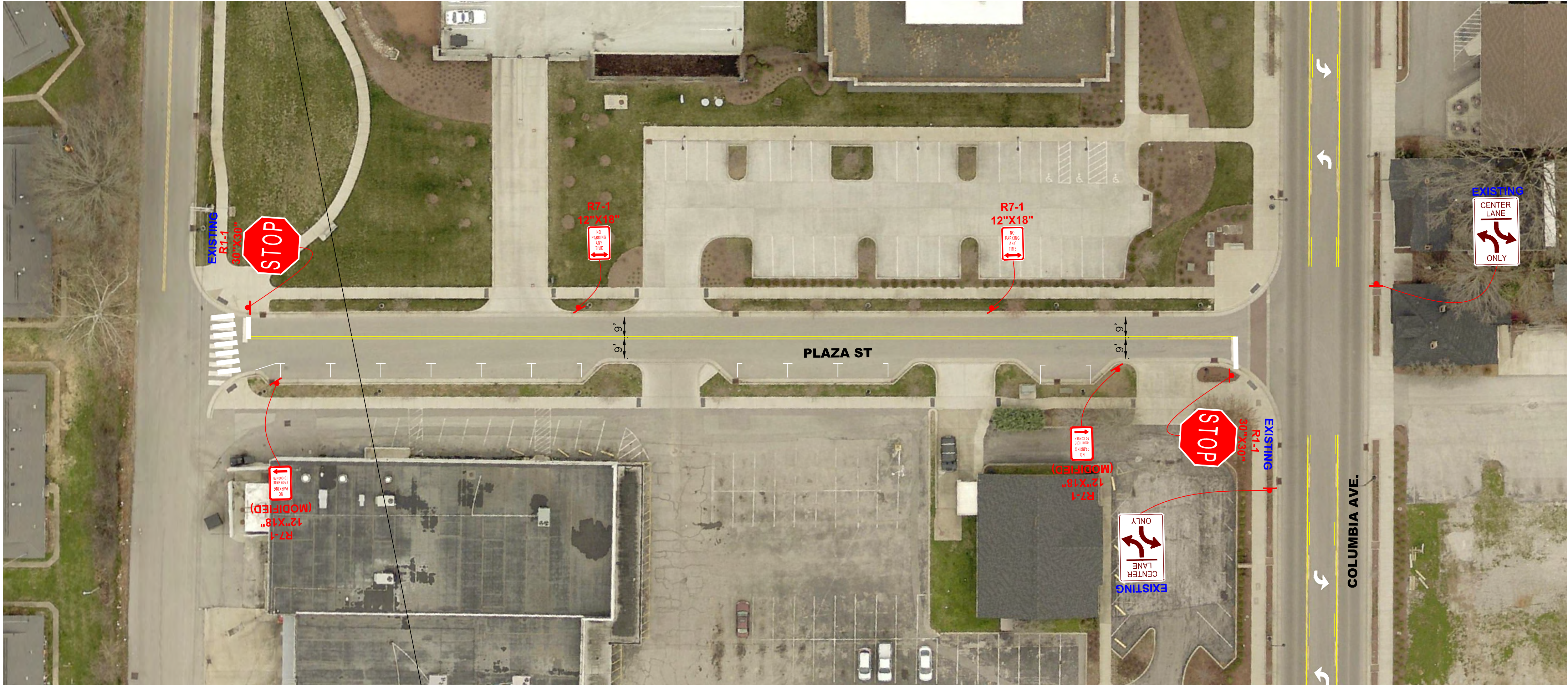
MATCH LINE SEE SHEET 37

CITY OF FRANKLIN, TN

SINGING AND PAVEMENT MARKING PLAN

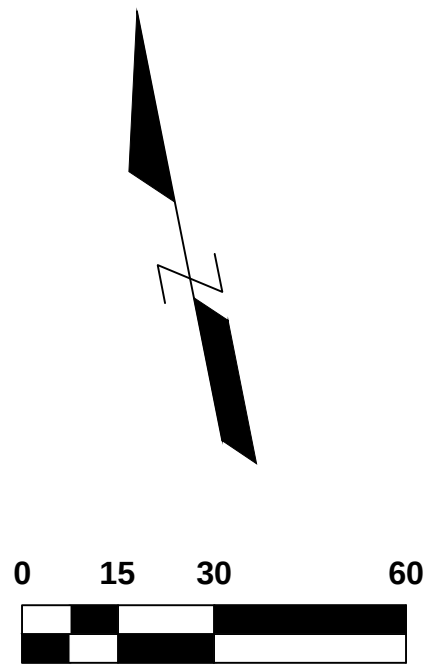
NORTH MARGIN STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE
SHEET	
38	



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
PLAZA STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

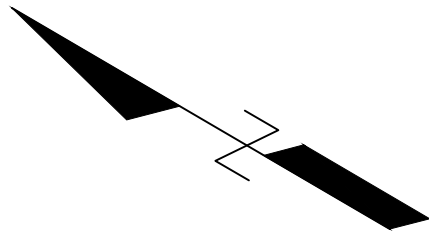
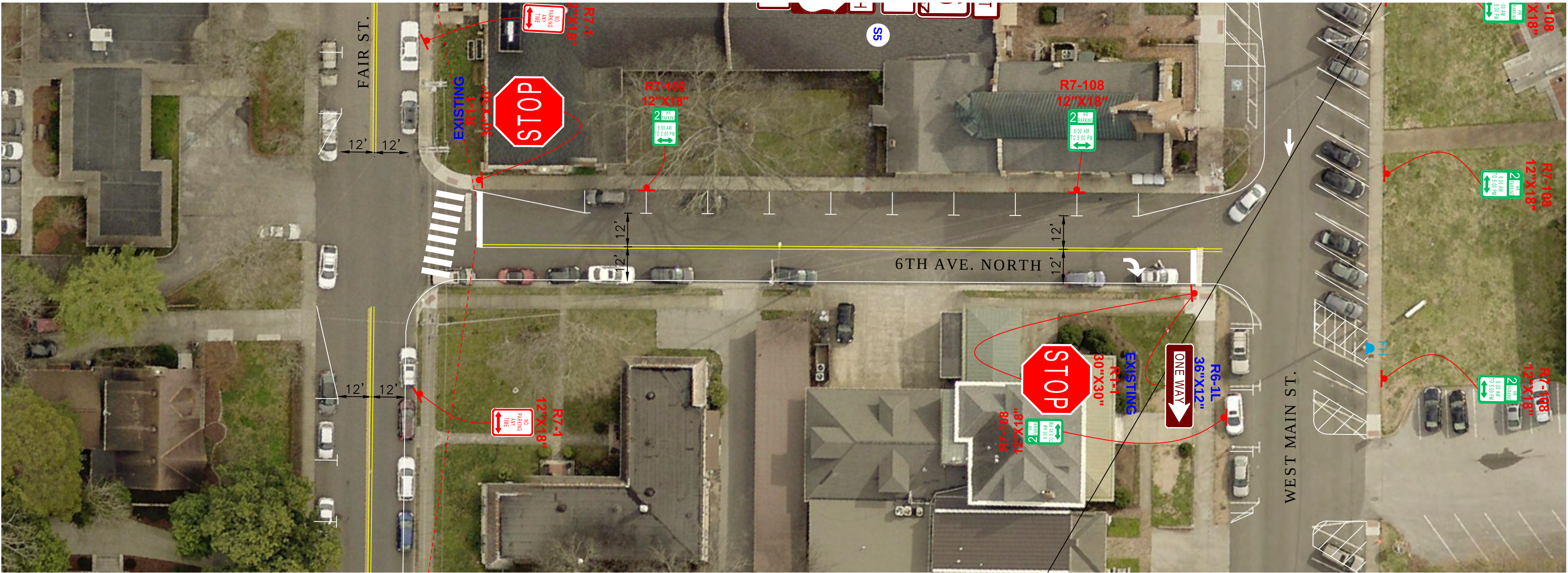


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
9TH AVE SOUTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

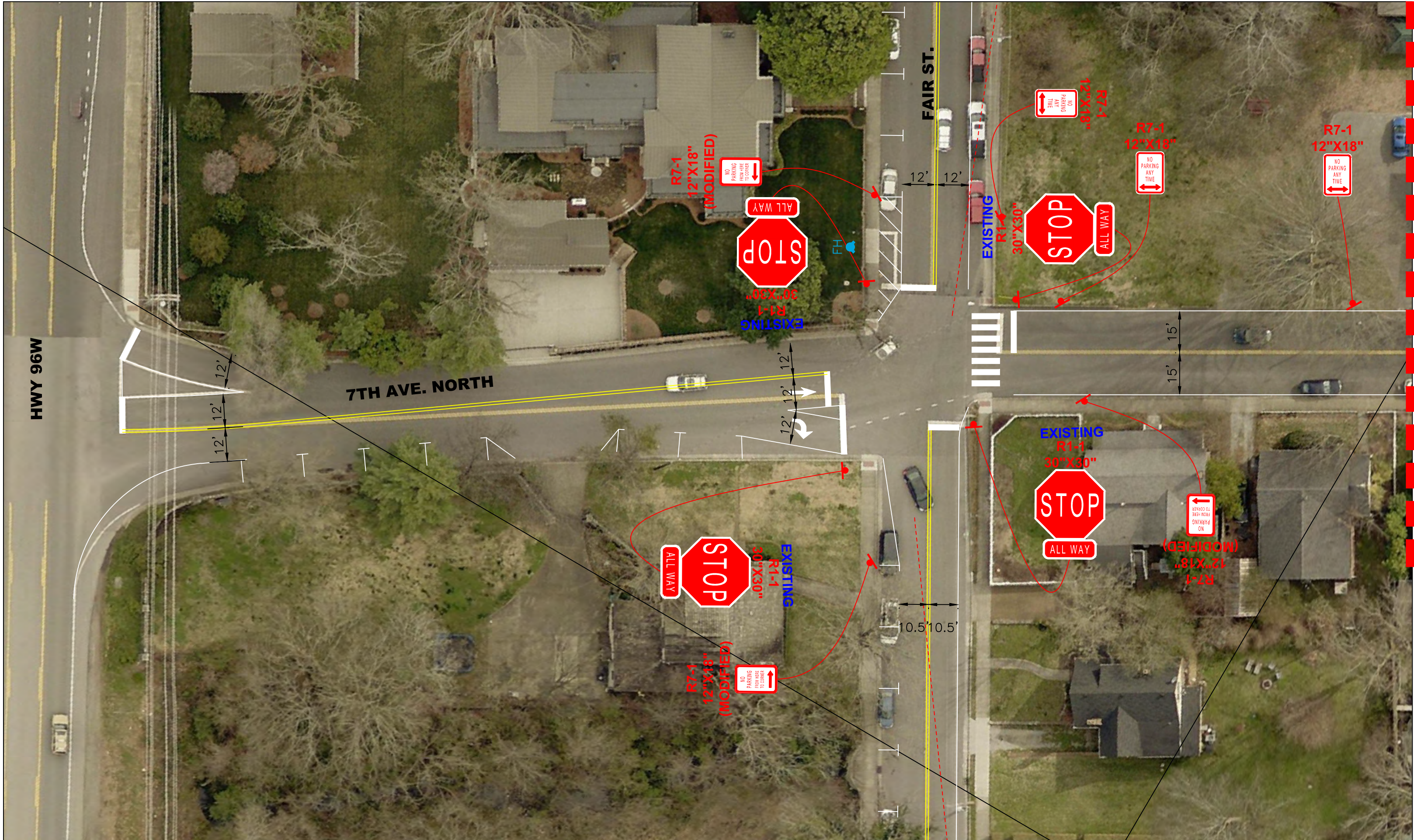
SHEET

40

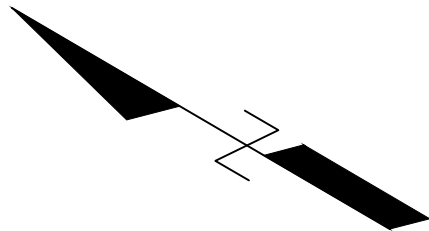
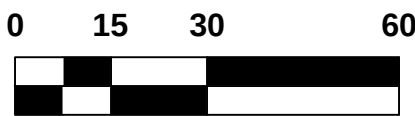


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
6TH AVE SOUTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

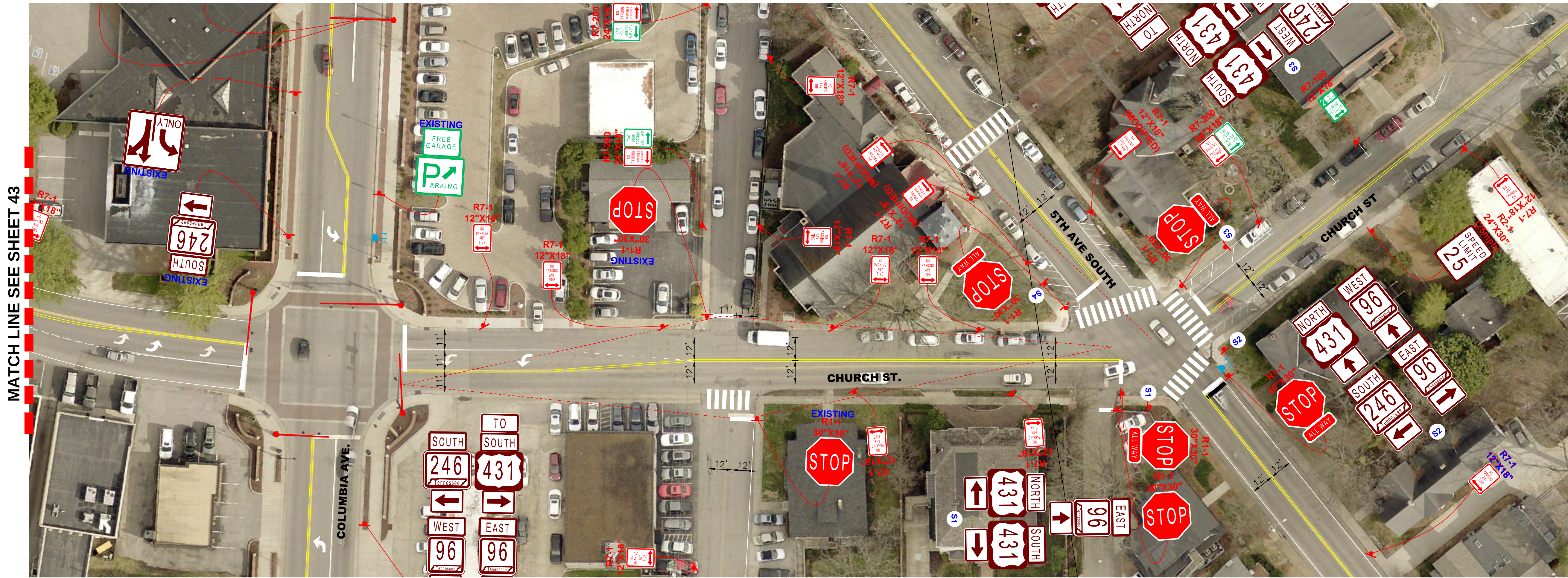


MATCH LINE SEE SHEET 43

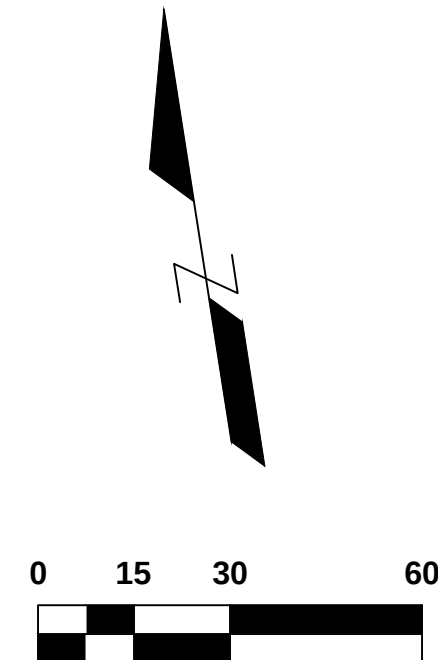


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
7TH AVE SOUTH AND NORTH

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE



MATCH LINE SEE SHEET 43

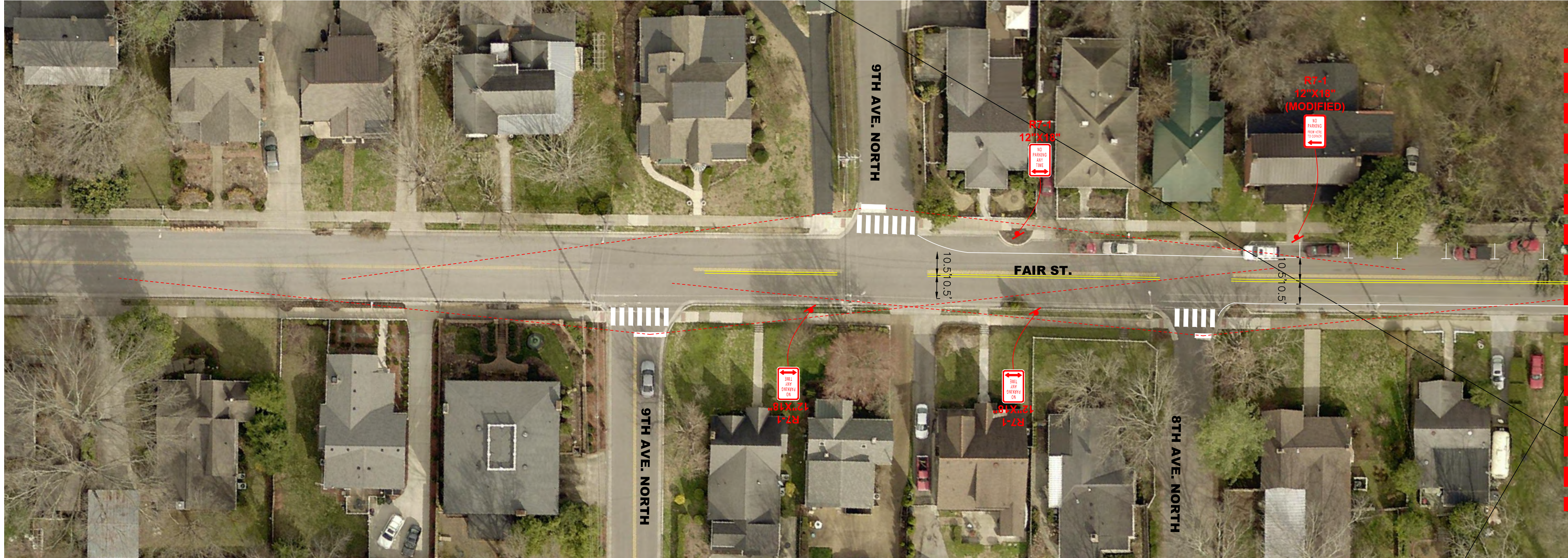


CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
CHURCH STREET

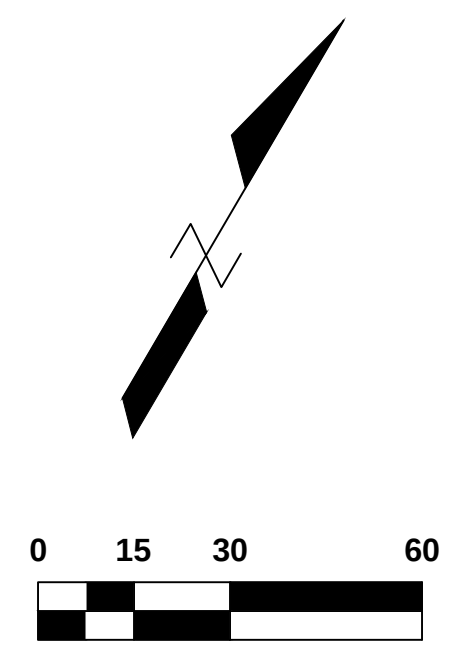
SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

44



MATCH LINE SEE SHEET 46



CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
FAIR STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE



MATCH LINE SEE SHEET 45

CITY OF FRANKLIN, TN
SINGING AND PAVEMENT MARKING PLAN
FAIR STREET

SCALE = 1"=30'	
ISSUE DATE 2/1/2018	
REVISIONS	
NO.	DATE

SHEET

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