



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, February 27, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [18-0159](#) Franklin Sustainability Commission Update

Sponsors: Andrew Orr
Attachments: [2018 Priorities](#)

2. [18-0118](#) *Consideration of Professional Services Agreement with Jackson Thornton Utilities (COF Contract No. 2018-0018) for Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water System in an Amount Not-to-Exceed \$17,000 for Water, \$20,000 for Wastewater and \$10,000 for Reclaimed Water (Deferred from 02/13/18 WS)

Sponsors: Michelle Hatcher
Attachments: [2018-0018 PSA Jackson Utilities_rate study_with attachment 02-13-18.pdf](#)

Legislative History

2/13/18	Work Session	referred to the Work Session
2/13/18	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen

3. [18-0173](#) Consideration of Resolution 2018-15, A Resolution approving the Design Concept for the Southeast Municipal Complex. (02/27/18 WS, 03/13/18 WS)

Sponsors: Mark Hilty, Lisa Clayton and Paul Holzen
Attachments: [2018-15 Res Adopting Master Plan_with Exhibit A.Law Approved.pdf](#)
[SE Municipal Complex Park BOMA Work Session 2 27 18.pptx](#)
[Master Concept 1 January 2018](#)
[Master Concept 2 1.24.18](#)

4. [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

5. [18-0175](#) Discussion and Guidance on Modifying the City of Franklin's Hours of Construction, Specifically Reducing the Current Subjectivity Associated with Staff Having to Determine Whether Construction Noise Is a Nuisance.

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Hours of Construction Presentation 2-27-18](#)

6. [18-0177](#) Discussion of Sanitation & Environmental Services Operations

Sponsors: Mark Hilty and Jack Tucker

Attachments: [20180223 - SES Operations.pdf](#)

Other Business

Adjournment

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

2018 Priorities

Franklin Sustainability Commission

Update to the Board of Mayor and Aldermen

Litter Reduction

Glass Recycling

Energy Efficiency

LEED for Cities

Public Outreach and Branding

Green Business Practices

Dockless Bikes Sharing



Sustainability Commission Members

Dana Kose, Chair: The Weidt Group

Bob Moreo, Vice Chair: Tennessee Advisory Council Intergovernmental Relations (TACIR)

Mike Leonard: Managing Principal of greenSTUDIO

Will Dodson: USDA Rural Development

Patrick Baggett: Franklin Tomorrow Board Member

Micah Wood: Volkert Engineering

Nancy Whittemore: Director of Metro General Services

Todd Palmer: Key Accounts Coordinator, MTEMC

Alderman Burger: BOMA Representative



Litter Reduction

- Litter index tours of County and City
- In January, City staff filled up 129 bags on selected streets in Franklin;
- County inmates picked up 92,241 lbs of litter countywide in 2017 (roughly 4,600 trash bags)
- Ongoing need for public outreach and coordination;



Glass Recycling

Franklin's Convenience Center—Williamson Square
Gallatin and Cumberland County utilize a pulveri
Options for Franklin's future in glass recycling



Energy Efficient Lighting

Total Street Light Usage and Cost		
Year	Total Usage	Total Cost
CY 2008	4,992,399 kWh	\$725,000
FY 2013-2014	5,415,904 kWh	\$796,000
FY 2014-2015	5,446,631 kWh	\$806,000
FY 2016-2017	5,276,600 kWh	\$604,000

*MTEMC owns and maintains about 90% of all street lights; the City owns and maintains the decorative downtown lights, interstate lights, and usually takes on new roadway lights after street improvements.

*The big drop in savings is due to the way maintenance is billed.



LEED for Cities

City provides data across 5 categories to generate score:

Energy

Water

Waste

Transportation

Human Experience

SCORING 1-100



2018 Priorities

Public
Outreach
and Branding

Green
Business
Practices

Dockless
Bike Sharing

Questions/Comments



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COST RATE STUDY FOR THE WATER/WASTEWATER/RECLAIMED
WATER SYSTEM
COF Contract No. 2018-0018**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **JACKSON THORTON UTILITIES CONSULTANTS** hereinafter referenced as Consultant, who mutually agree as follows:

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

**Cost Rate/Service Study for the
Water/Wastewater/Reclaimed Water System**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to Exceed Amount of **SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) FOR WATER, TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) FOR WASTEWATER, AND TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) FOR RECLAIMED WATER.**

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



T 334 834 7660

F 334 956 5090

P.O. BOX 96
MONTGOMERY,
ALABAMA

36101-0096

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JACKSONTHORNTON.COM

Alabama

Montgomery

Dothan

Prattville

Wetumpka

Tennessee

Nashville

February 12, 2018

COF CONTRACT No. 2018-0018

Attachment A

Mr. Mark Hilty
Assistant City Administrator
City of Franklin, Water Management Department
Post Office Box 305
Franklin, TN 37065Re: Engagement Arrangements for professional services
related to Revenue Requirements Analysis and
Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water
System

Dear Mr. Hilty:

We appreciate the opportunity to submit to you and the City of Franklin Water Management Department ("the City") our proposal to assist you with the Revenue Requirements Analysis and Cost of Service/Rate study detailed herein. We believe that you will find Jackson Thornton's Utilities Consulting Group to be uniquely qualified to assist the City with this project because of the extensive knowledge and experience that we have in the utilities industry.

We have performed similar cost of service and rate design projects for many other distribution systems, and will be glad to provide a list of references upon request. We currently assist more than 40 water/wastewater systems with Cost of Service/Rate Study work.

PROJECT STAFFING

We anticipate that the staff involved in the COS/Rate Study project will primarily be Jim Marshall and Sarah Chandler. I will be the principal-in-charge and Sarah will serve as the manager on this project. In addition, we have a staff of professionals dedicated to utility accounting and consulting that we can call upon if needed.

James B. Marshall, III, the principal responsible for electric, natural gas, and water and sewer utility Cost of Service/Rate Study work has worked with utilities for more than eleven years. During that time, he has provided financial forecasting, cost of service, and rate design consulting projects for utilities throughout the southeast. Jim has also worked with manufacturing and commercial companies across the country on tax issues and utility negotiations. He is certified by the Association of Energy Engineers as an Energy Procurement Professional. Jim currently serves on AWWA's Rates and Charges Committee as well as the Utility Finance Management Committee for the Kentucky/Tennessee section of AWWA.

Sarah V. Chandler has experience in the utilities industry in the areas of cost of service, rate design, and regulation. Sarah worked for 8 years at the Alabama Public Service Commission as an Advisory Staff Analyst where she reviewed and evaluated rates and other filings for utilities. She also has rate design and cost of service experience with a large interstate natural gas pipeline. She has completed training classes for financial planning, rates, fees, and charges sponsored by AWWA. Sarah serves on AWWA's Finance, Accounting, and Management Controls Committee.

PROJECT OBJECTIVE

The overall objective of this project is to provide independent analysis and objective information to allow the City to determine if its current water, wastewater, and reclaimed water rates need to be changed and, if so, where the changes in rates are needed. For the City, we propose this engagement as a multi-phased project.

Phase I – Revenue Requirements Analysis "RRA" – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and loan covenant requirements in order to determine the projected revenue requirements of each utility service and for the system. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each service provided and for the system.

Phase II – PART 1 - Prepare Embedded Water/Wastewater/Reclaimed Water Cost of Service Study "COSS" – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes. The results of this COSS will provide the support for any changes in your rates, if any are needed.

PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class.

PROJECT PROCEDURES STANDARDS

The procedures employed by JTUC follow generally accepted cost of service principles. Our model is flexible to compensate for individual accounting practices. As a guideline, our water and sewer model follows the allocation processes detailed in the M-1 Manual ("Principles of Water Rates, Fees and Charges prescribed by the American Water Works Association"). Revenue requirements will be calculated using the Cash Method, unless otherwise desired. JTUC has developed a comprehensive Cost of Service model that allows Management and the City to explore all study variations desired for each system.

The assistance to be supplied by the personnel of City of Franklin Water Management Department has been discussed and coordinated with Mark Hilty, Assistant City Administrator. We will provide an information request form prior to the first on-site meeting. The timely and accurate completion of this work is essential to our completion of the services described above.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

CONFIRMATION OF MANAGEMENT RESPONSIBILITY

You have informed us that the audit of the City may be performed in accordance with Government Auditing Standards (GAS) as issued by the Comptroller General of the United States. GAS requires that the auditor remain independent so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the City, we must determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed.

1. The City has designated Mark Hilty, Assistant City Administrator, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the revenue services.
2. The City will assume all management responsibilities for subject matter and scope of the revenue services.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

FEES AND COSTS

Our projected time and effort for an embedded COSS/Rate Study for the Water, Wastewater and Reclaimed Water systems is as follows:

Water	\$17,000
Wastewater	\$20,000
Reclaimed Water	\$10,000

Our price includes the development of cost curves by rate class and the comparison of current to proposed rates. This price does not include time required to meet with potential customers or opposition parties for rate approval.

Our fees are based on the understanding that the City will provide us with the data needed in a timely basis. All reasonable travel and out-of-pocket expenses will be billed at cost. The above fees do not include travel time, which will be billed at one-half our standard billing rates and capped to 8 hours per person, per round trip.

Any changes to the project (change of test year, financial projections, rate classes, billing data, etc.) after initial criteria are set will require a change order. We will provide an estimate as to the cost of any of these changes, and will receive approval by your management before proceeding.

Our fees for these services will be billed periodically as the work progresses. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of

our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance is paid in full.

JACKSON THORNTON & CO., P.C.

A handwritten signature in black ink, appearing to read "James B. Marshall III", written over a horizontal line.

James B. Marshall III
Principal

A handwritten signature in black ink, appearing to read "Sarah V. Chandler", written over a horizontal line.

Sarah V. Chandler
Manager

RESOLUTION 2018-15

**A RESOLUTION ADOPTING THE SOUTHEAST MUNICIPAL COMPLEX
MASTER PLAN**

WHEREAS, on June 13, 2016, The Board of Mayor and Aldermen approved a professional services agreement with Barge Design Solutions to develop a master plan for the Southeast Municipal Complex; and

WHEREAS, the primary purpose of the master plan is to define expectations for the use and general layout of the park and to assist in planning and decision-making process regarding capital investments; and

WHEREAS, City staff has facilitated two stakeholder and core planning team meetings to obtain input from multiple stakeholders; and

WHEREAS, on February 5, 2018, the City facilitated a public meeting/open house to present the master plan to the public and obtain additional feedback from stakeholders, organizations, and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Southeast Municipal Complex Master Plan (Exhibit A) is hereby adopted as depicted in Exhibit A attached hereto.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney

Southeast Municipal Complex: Inventory, Analysis and Concept Plan Summary

INVENTORY AND ANALYSIS

The proposed Southeast Municipal Complex site is 180.36 acres based on GIS property information provided by the City of Franklin. The site is owned by the City of Franklin. Purchased for a future water reclamation facility, the property now is being considered as a shared complex between Parks and Water Management. The need for a large park in the southeast portion of the City, currently underserved by park land, was identified in the 2015 Parks and Recreation Master Plan. The master plan further recommended that the Cowboys Football program be moved from Jim Warren Park to a new park in this area to provide more multi-purpose fields and for better operation of Jim Warren Park.

The site is entirely bounded by the Harpeth River to the north, east, and south. I-65 lies along the entire western boundary of the site. Historically the site has been used for cultivation of agricultural crops. The site's proximity to many new and existing residential developments along Carothers Parkway, and visibility from I-65, make this an attractive location for a park site.

The site offers some opportunities for a multi-use sports field complex; however, there are significant constraints on a majority of the land. Additionally, access to the property is limited as currently there is no direct access from Carothers Parkway. The Harpeth River and stands of existing hardwood trees will allow for a variety of passive park uses. This could be further enhanced as the recently purchased, adjacent Lockwood property to the north and across the Harpeth River is being considered as a large passive park, creating a larger network of recreational opportunities.

Of the total 180 acres, approximately 142 acres of the site is located within the floodway (+/- 73 acres) and 100-year flood plain (+/- 69 acres) of the Harpeth River. The large floodway and flood plain will present challenges to the development of the site, as there are restrictions which limit development and uses.

In addition to the flood plain and floodway that cover much of the site, TDEC requires a 60' buffer along the Harpeth River. The buffer is measured from the top

of bank running the length of the Harpeth, totaling 15 acres. Like the floodway, the buffer area will restrict development; however, the acreage of the buffer is included within the 73 acres of floodway.

Two isolated wetlands totaling approximately 5 acres were identified from the National Wetlands Inventory and city staff near the NW corner of the site in the area of the proposed water reclamation facility. It's anticipated these wetlands will be impacted during mass grading operation.

The site topography is relatively flat along the Harpeth River and gently raises to a pair of knolls along the central western edge running parallel with I-65. Approximately 4% (+/- 7 acres) of the site is at a 15% slope or higher, with the remaining 96% (+/- 173 acres) of the site at less than 15% slopes.

Vegetation on the site consists of a variety of hardwood trees and understory plant cover, covering approximately 67 acres. Some of the hardwood trees are significant in size. Several large active crop fields make up much of the site's interior. These fields total approximately 113 acres. Dense vegetation lines the steep banks along the Harpeth River and fingers of vegetation outline the interior of the site and cover the high knoll areas, totaling approximately 10 acres.

Currently, direct access to the site is by a narrow gravel road on the west of I-65 which passes under an I-65 bridge over the Harpeth River. Access to the gravel road is currently restricted to city personnel at the Goose Creek sewer lift station located at the end of the Redwing Meadows neighborhood. A primary access from west of I-65 is not feasible.

The more direct and favorable access point to the site would be on the east side with a bridge crossing the Harpeth River connecting to Carothers Parkway. The wide floodway of the Harpeth River will present a challenge for a bridge crossing as the bridge will have to be elevated above the flood elevation. Access points along Carothers Parkway are limited by planned median cuts. The City does have a dedicated access to

the site via Mainstream Drive through the Water's Edge residential neighborhood; however, this access would not be an appropriate primary access to the site due to the traffic it would generate through the neighborhood. The recently purchased Lockwood property provides access from Carothers at a planned median cut.

There are three utility easements encumbering the property. One is a 100-foot wide TVA overhead power/utility easement that runs along the western edge of the site along I-65. The others are sanitary sewer easements running east and west on the northern portion of the property and north and south along the Harpeth River. The sewer lines connect to an existing sewer pump station on the opposite side of I-65.

The north-south sewer line is currently being installed across the site for developments along Carothers. It's assumed this line will be available for sanitary use for the proposed park. Water service is available through Milcrofton Utility district, and Electric service will be provided by Middle Tennessee Electric. Both water and electrical service to the site is available across the Harpeth River from the site along Carothers Parkway. Although costly, electrical service to the site can be underground by boring under the Harpeth River.

PROGRAM ELEMENTS

The 2015 Master Plan recommended that the new park include a minimum of 8 multi-purpose fields, playgrounds, sand volleyball courts, basketball courts, a splash pad, walking trails, and other neighborhood/community park elements. Other items that Franklin Parks staff identified as needs include environmental interpretation/education facilities, pavilion/picnic shelters, picnic sites, and pickleball courts.

In August 2017 a presentation of the site's inventory analysis was made to the Core Planning Team (CPT), a group established to give the Barge Design Solutions design team guidance on developing the master plan for the park. The CPT members include City staff, representatives from neighborhood associations in the area, and youth sports program providers (Franklin Cowboys football, etc.). The group was presented with the potential program elements listed above and were asked to provide other suggestions. Their primary suggestions included lawn bowling, bocce courts, and a dog park. Pedestrian connections to the surrounding neighborhoods and a canoe launch were considered very important to the group.

CONCEPT PLAN DEVELOPMENT

Following the CPT meeting, Barge worked with subconsultant CDM Smith and City staff to define the location and orientation requirements for the future water reclamation facility. A 30-acre area currently outside the 100-year flood plan was reserved for the water facility. A conceptual facility layout such that the park could be designed to be compatible with it in the future was presented.

Next, preliminary engineering studies were undertaken to assist in determining potential access points from Carothers Parkway, the best location for a bridge crossing, preliminary mass grading, and flood plain modeling.

Following the completion of these preliminary engineering studies, Barge prepared two alternative concept plans. The plans were presented to the CPT in January 2018. Minor modifications were made and the two plans were presented to the public on February 5, 2018. Almost 100 people attended the meeting and provided a variety of comments on the two plans. After consultation with City staff regarding the public comments, a single final concept plan was developed for presentation to the Board of Mayor and Aldermen.

FINAL CONCEPT PLAN

It must be noted that although preliminary engineering studies have been completed, most of the park will be developed in the floodplain and floodway. Development in these zones is a complex process. There are many detailed engineering studies that must take place before the final park design can be determined. Therefore, the concept plan presented is subject to revisions based on the detailed engineering studies.

Barge completed an initial traffic study to assist in the early planning for the total number of access points. It was determined that to best serve the park and future water reclamations facility, a minimum of two points of access would be preferred. The complex's primary access to the north entry into the park is a new entrance road from Carothers Parkway. The new entry road intersects Carothers at a planned median cut when Carothers is widened to 4 lanes. The intersection aligns with the main entrance into the Lockwood Glen development. Barge worked with City Engineering staff to determine the best location for the entrance and the bridge across the Harpeth. The entrance road would

lead to a new bridge crossing the Harpeth River. Out of safety concerns and to serve as a functional access for the future water reclamation facility, the road and bridge is to be elevated above the 100 year flood elevation. Based on existing grades and known flood elevation, these elements will have to be elevated 10'- 15' until the road reaches higher elevations along the boundary identified on the plan as "Reserved for Future Water Reclamation Facility".

A planned secondary entrance is shown on the southern end of the property. The city is currently exploring extending a drive from this location to Long Lane through the Ladd Park subdivision. Barge is working on finalizing the traffic impact study to determine the required improvement to Carothers Parkway, as well as recommended traffic control measures.

From the primary entry, the first park elements the road passes by on the northern portion of the park include those typically found in a neighborhood or community park. Included in this area is:

- parking
- restroom/pavilion
- two playgrounds (which could be combined into one large one)
- dog park
- outdoor table tennis
- lawn bowling
- bocce court
- 2 basketball courts
- 2 sand volleyball courts
- separate pavilion
- 3 pickle ball courts

The area northeast of the dog park could be used for open play or practice for athletic teams. By separation from the athletic field complex to the south, this area could serve as a neighborhood park for City residents without competing for parking and dealing with the number of people that would use the athletic complex.

The inclusive playground that will be in the park is planned for this area. This playground would serve people of all ages and abilities. Future detailed design studies of this playground will determine if it will be one large playground or separated into two areas. Appropriate fencing around the playground would be provided. For this to happen, the playground would need to be elevated above the flood elevation.

The southern end of the park is designated for the athletics complex. It features 10 large multi-purpose fields that could be used for football, lacrosse, rugby, ultimate frisbee, etc. Two of the fields are proposed to be synthetic turf and set up as championship fields. The synthetic turf fields will have to be elevated above the 100-year flood elevation.

All the sports fields would be lit with state-of-the-art LED lighting, which will eliminate light spill and glare to the surrounding neighborhoods. Four of the fields would be located entirely or partially in the floodway. Therefore, they will be subject to periodic flooding as would any sports field that is below the flood elevation. Per Staff interpretation of current zoning regulations, no structures (including fencing) can be placed within the floodway. Bleacher pads and bleachers are proposed for the fields which can be elevated above the flood elevation. ADA accessible routes would be provided to the edge of each sports field and to any/all fixed spectator and player seating.

It is very common practice to place multi-use sports fields in flood zones. However, even with special design measures, the fields may not be playable for several days after they are flooded. In addition, cleanup of silt and debris may be necessary after a flooding event. Introduction of well-groomed sports fields in the flood zone can improve flood flow because of lessened resistance of water moving over their surface as compared to other types of vegetative covers.

Adequate parking to serve the complex is separated into three areas to limit visual impacts and provide convenient access to playing fields. The total number of spaces was sized based on similar sports complex facilities recently designed by Barge. Adjacent to the main entry is proposed a fenced playground, a splash pad, and 2 pavilions. These features would serve as amenities primarily for the families using the athletic complex, and for everyone when the complex was not in use.

A main building housing a restroom, concessions, football/lacrosse equipment storage, and space for football weigh-ins is proposed in the center of the complex. This building will have to be elevated above the flood elevation. A separate restroom/pavilion is proposed north of the main building to better serve field users and spectators in this area.

A maintenance building and compound is proposed across the main entry drive from the athletic complex. The building and complex would be tucked into the trees to limit its visibility. The building would have space for storage of equipment and supplies and space for maintaining equipment. It would also provide office space and restrooms for park operations staff. It may also include a lower level storm shelter for park staff. The complex would be fenced and gated and provide space for outdoor storage of equipment and supplies.

On the southern end of the park a small parking area and canoe/kayak launch is proposed. Ideally this launch will work in conjunction with a proposed launch planned within the Water's Edge Development, giving an additional means of access to the park.

A 2+/- mile multi-use greenway runs through the park along the Harpeth River. There are 3 connection points into the various park features and walkways which could be loops of various lengths. Access points from the trail to the river will be provided where possible. Public comments suggested an additional trail be run along I-65, thereby creating a loop. This potentially would add an additional 1 mile, creating a 3-mile loop.

The multi-use path would connect to the planned greenway to be developed within the Water's Edge Subdivision and the planned Lockwood property via pedestrian bridges. These bridge crossings would not be elevated above the 100-year flood plain. The multi-use path would utilize the existing access under I-65 to give pedestrian access to neighborhoods (Red Wing Meadows, Berry Farms, Ellington Park) on the west side of the interstate. Lastly, the multi-use path could connect to the Ladd Park trails to the south, as this point of access in to the park is further developed.

There are several areas noted on the concept plan to be constructed wetlands. The City staff has painted a vision for this park to be a model of sustainable development that can be used for environmental and public education. The constructed wetland areas would be used to treat run off from pavement and the sports fields before discharging into the Harpeth. They could also be used as a buffer to help protect the sport fields from high flowing flood waters. The detailed design of the park would incorporate extensive green infrastructure and other Low Impact Design elements in the hopes to serve as a model and teaching tool for surrounding developments.

Appropriate landscaping would be introduced to provide shade for the parking lots and park users across the park and to present the appropriate image of a high-quality park and recreation facility. Existing mature hardwoods will be preserved to the best extent possible and will be focal points of planned passive uses along the Harpeth River.

COSTS AND PHASING

Once the Board of Mayor and Aldermen provide direction on the final concept plan, Barge will produce an opinion of probable construction cost for the entire park development as illustrated on the concept plan. Based on Barge's experience with similar facilities, it is anticipated that all of the park elements shown on the concept plan cannot be constructed for the \$13.1 million that is currently budgeted. This is particularly true since Phase I will have to include the main entry drive, the bridge across the Harpeth, and other essential infrastructure improvements.

Barge will work with City staff to develop a phasing plan that best fits within the City's budgetary requirements and identify elements of the park recommended to be constructed in the initial phase and subsequent phases.



SOUTHEAST MUNICIPAL COMPLEX - CONCEPT 1 FRANKLIN, TENNESSEE

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January 2018



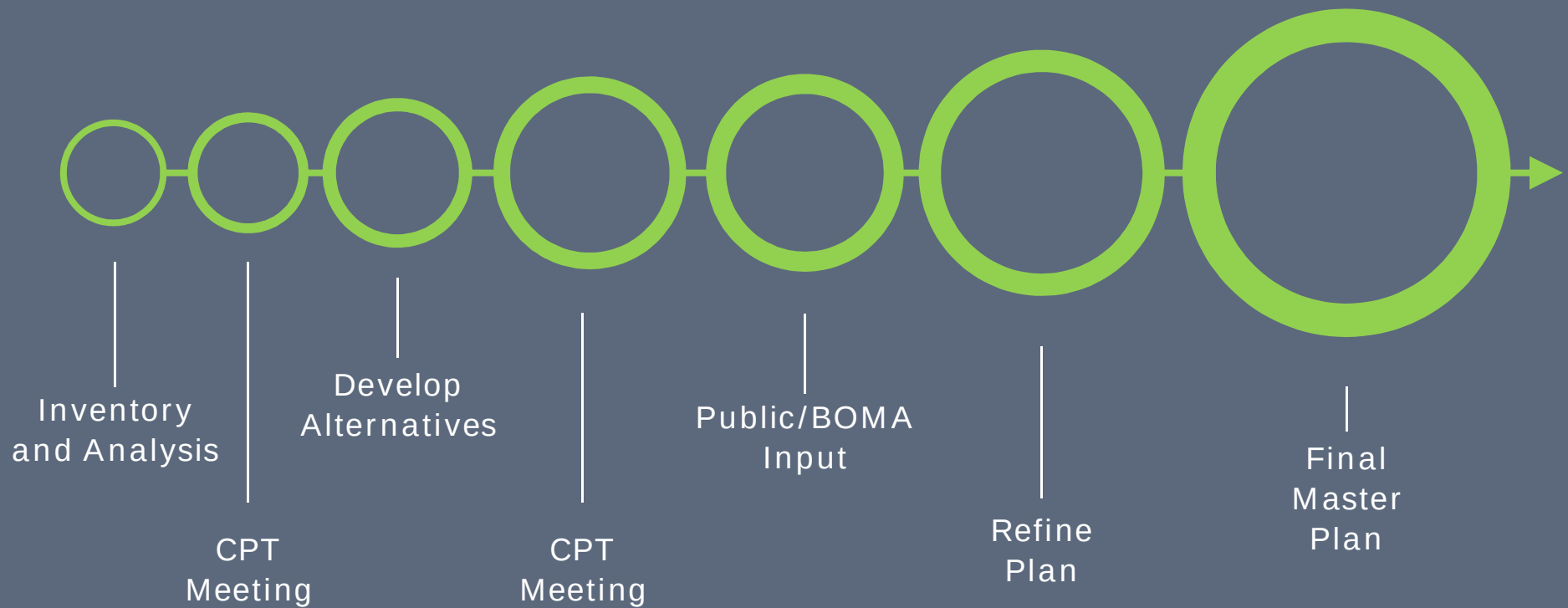
BARGE
DESIGN SOLUTIONS

Southeast Municipal Complex Park

BOMA Work Session

February 27, 2018

BARGE
DESIGN SOLUTIONS



Planning Process

Key Site Information

**180
acres**



73 acres in floodway

69 acres in
100-year floodplain

38 acres
out of floodway/ floodplain

Core Planning Team

- Parks and Engineering staff
- Simmons Ridge
- Ladd Park
- FAHOA
- Franklin Cowboys
- Franklin Baseball
- Friends of Franklin Parks
- Williamson County Convention/Visitors Bureau
- Connectivity Committee
- Special Needs Community

Planning Process to Date

- Core Planning Team visioning meeting (August, 2017)
- Current Carothers Parkway traffic counts
- Site analysis
- Preliminary engineering analysis for reclamation plant layout, flood impacts and road/bridge accesses
- Development of alternative concept plans
- Core Planning Team review of concepts (January, 2018)

February 5 Public Meeting

- 87 participants signed in
- 60+/- comment cards and emails
 - Inclusive playground
 - Like/need the sports fields
 - Ped/bike connections to neighborhoods
 - Traffic concerns
- Public meeting comments
 - Traffic concerns
 - Inclusive playground
 - Like/need the sports fields



SOUTHEAST MUNICIPAL COMPLEX FRANKLIN, TENNESSEE

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January 2018

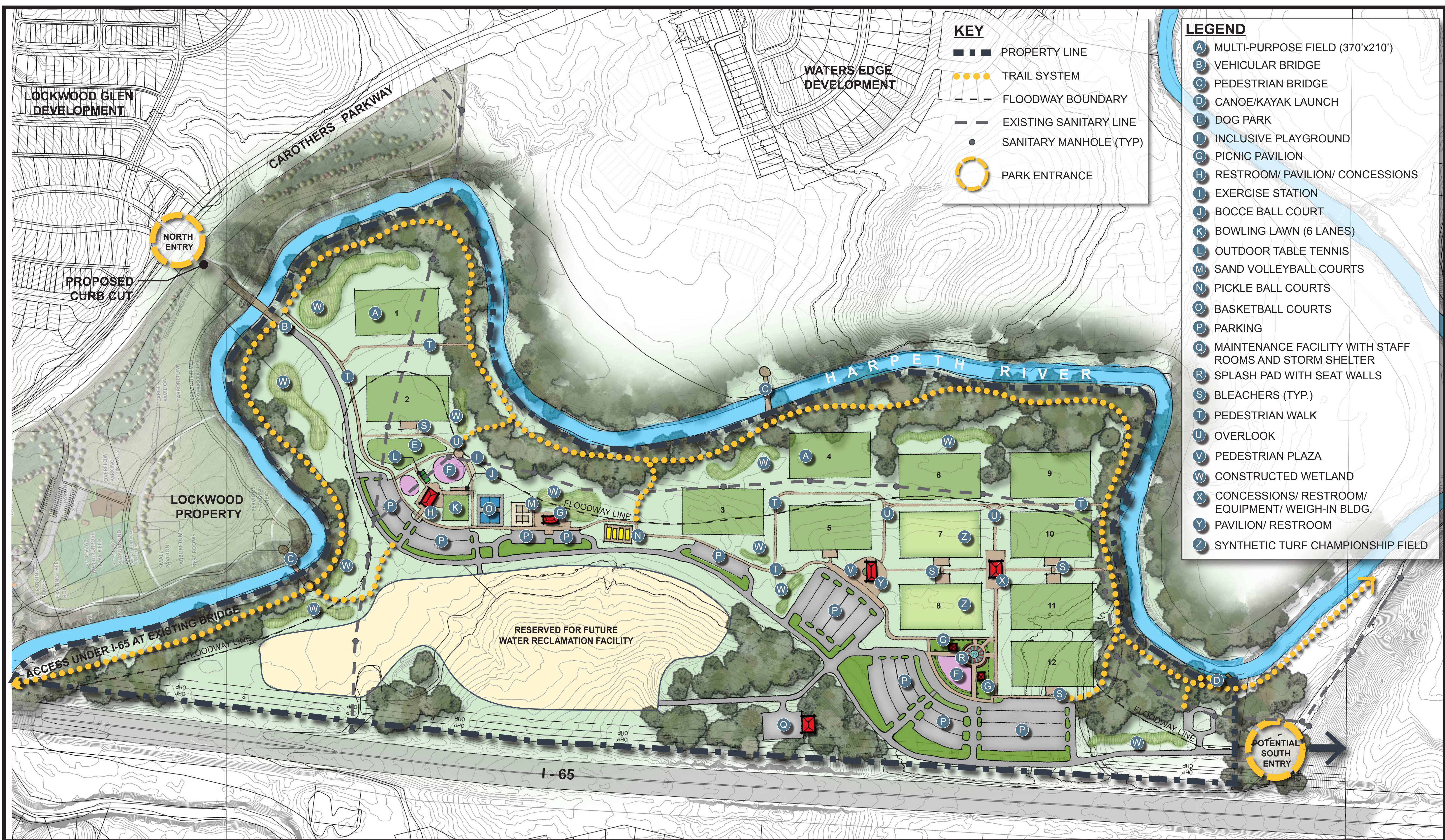


BARGE
DESIGN SOLUTIONS

Next Steps

- Incorporate any BOMA comments
- Finalize traffic study with recommendations for improvements
- Opinion of probable costs and phasing
- Branding
- Issue final draft master plan report in early April
- City reviews/approvals
- Begin construction documents

Questions?





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 ~~city~~City 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 ~~city~~City approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the ~~city~~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 (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 ~~city~~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, ~~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 ~~city~~City 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:
- 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;
 - 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;
 - 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~~
 - 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.

- ~~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

CITY OF FRANKLIN MUNICIPAL CODE
Title 11, Chapter 4 – Hours of Construction
Worksession February 27, 2018

Current Ordinance - Municipal Code Title 11, Chapter 4 – Offenses Against the Peace and Quite

Hours of Construction

Monday – Friday	7:00 AM – 6:00 PM
Saturday	9:00 AM – 6:00 PM
No Work on Sundays and City Holidays	

Challenges

- Spending an inordinate amount of time policing construction sites and workers.
- Difficulty to discern “noise” consistently. Current ordinance is too broad “...would not result in any loud, disturbing, or unnecessary noise”.
- Delivery of building materials and heavy equipment to construction sites frequently occurs prior to and after hours.
- Construction site thefts are an on-going problem and difficult to determine who is to be working vs who is doing something malicious.
- Current penalty/fine not a deterrent. Contractors would rather pay \$ 50 fine than comply with ordinance.
- After some homeowners occupy their new home it is not uncommon for them to add porches, patios, pools, and other improvements that generate noise like the new homes under construction in the area. The City’s current ordinance does not distinguish between owner-occupied versus unoccupied or new buildings under construction.
- Sometimes difficult to distinguish between ordinance exceptions. For example, Landscaping Work. “Use of domestic power equipment (including, but not limited to, power lawn mowers, leaf blowers, trimmers, snow-blowers, tillers, saws, sanders, drills or similar devices) **between 7:00 a.m. and 9:00 p.m.” 7 days of week, including holidays.**

Proposed Changes for Consideration

Improve Consistency and Clarity

- Should exceptions be provided to occupied dwellings whose owners desire to make improvements themselves or that have a contractor/friends perform work. Perhaps allowing them the flexibility to work on Saturday's (prior to 9:00 AM), Sunday's, and Holiday's?
- Is there interest to changing the hours of construction to make them the same Monday through Saturday? i.e. Monday through Saturday 7:00 AM – 6:00 PM
- Should we differentiate hours of construction between Greenfield (new) Development and Unoccupied Buildings when more than when 1000 feet or more from a residentially-occupied building (dwellings, hotels, apartments, assist-living facilities, nursing homes, etc.) and those in closer proximity?
- The Hours of Construction apply without exception to all construction activity whether outdoors or indoors, including the delivery of building materials and construction equipment.
- **Exception:** Cleaning of streets would be the only activity allowed one hour before and after authorized hours of construction.
- **Exception:** For work performed by City of Franklin, its contractors, and utility companies in the maintenance and repair of their facilities and infrastructure.
- City Administrator would still have the authority to grant exceptions on a case by case basis. Perhaps when 1000 feet or more from a residentially-occupied building (dwellings, hotels, apartments, assist-living facilities, etc.)

Construction Activity – Allowance After Hours for Indoor Work, only.

Where "Construction Activity" is occurring indoors at times other than allowed by this ordinance, noise created using compressors, saws, radios, pneumatic nail guns, and any other construction tools and equipment shall be prohibited if audible immediately beyond the building envelope.

Define “Construction Activity”

- 1) grading and excavating,
- 2) pouring concrete and idling of concrete mixing trucks,
- 3) operating construction-related equipment and tools,
- 4) performing site preparation, construction, demolition, alterations, or repair of any building, structure, or property, including but not limited electrical, building, plumbing, HVAC, installation of utilities, roofing, siding, painting, new landscaping, etc. outdoors or indoors
- 5) operating a pile driver, power shovel, pneumatic hammer, power hoist, compressors, or other construction-type device,
- 6) loading and unloading of construction materials, including the delivery of construction materials and/or equipment or, the idling of delivery trucks,
- 7) **Exception:** for emergency repairs or completion of a specific time sensitive project element i.e. pouring of concrete, roofing.

Current and Proposed Penalty

Current:

- Municipal Citation \$ 50 plus court costs at the discretion of the judge

Proposed: Tiered Approach

- Municipal Citation \$ 50 plus court costs at the discretion of the judge.
- Discretion when more than one citation has been issued within a 12-month period on a project site for the developer/general contractor to secure the services of a private security company to monitor the project.
- Discretion when the private security firm has been unable to effectively monitor the project to issue a Stop Work Order until a meeting is facilitated with the general contractor and representatives of their sub-contractors.



City of Franklin, Tennessee

Sanitation and Environmental Services

Residential Service Delivery Discussion

Jack Tucker – Director

Mark Hilty – ACA Public Works



City of Franklin, Tennessee

Sanitation and Environmental Services

Current Weekly Curbside Residential Services

- Residential municipal solid waste (MSW) collection
 - Blue bag recycling
 - Brush collection
 - Yard waste (brown bags)
 - Ground trash (buck-a-bag)
 - Bulky waste
-



City of Franklin, Tennessee

Sanitation and Environmental Services

Core Services

- Maintain our weekly MSW and recycling collection
 - Continue to evaluate the use of rollout carts for recycling
 - Safety
 - Efficiency
 - Marshall County's ability to process volume due to handling of bags
 - Recycling commodity market
-



City of Franklin, Tennessee

Sanitation and Environmental Services

Brush and Brown Bag Collection

- Combine brush and brown bag collection
 - Combining these services would eliminate three trucks from routes on a daily basis
 - Will reduce labor requirements and injuries
 - Reduce number of temporary staff
-



City of Franklin, Tennessee

Sanitation and Environmental Services

Ground Trash and Bulky Waste

- Ground trash
 - Reevaluate buck-a-bag program and other alternatives
 - Current revenues indicate that ground trash far exceeds use of buck-a-bag stickers
 - Bulky waste
 - Move towards a more focused bulky waste collection model using call-in scheduling
-



City of Franklin, Tennessee

Sanitation and Environmental Services

Route Smart Enabled Tablet Key Benefits

- Program enhancement (priority 1) (~\$145,000)
 - Provides visual and voice navigation
 - Improve driver training on new routes
 - Web based live view of truck locations for customer service staff and management showing locations serviced
 - Drivers will be able to input real time issues at collection points such as cart not out, cart blocked, cart needs repair, trash on ground
 - If a truck breaks down during a route, another driver can navigate to the unfinished route and finish the route
 - Fundamental component for being able to efficiently route call in service request
 - Export reports and data for management review
-



City of Franklin, Tennessee

Sanitation and Environmental Services

Discussion
