

BOARD OF COMMISSIONERS
CITY OF FAIRVIEW
7100 CITY CENTER WAY
FAIRVIEW, TENNESSEE 37062

RESOLUTION 24 - 24

**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, TO ADOPT
THE WILLIAMSON COUNTY GROWTH PLAN AS RECOMMENDED BY
THE WILLIAMSON COUNTY GROWTH PLAN COORDINATING
COMMITTEE**

WHEREAS, pursuant to Tenn. Code Ann. §§ 6-58-101 *et seq.*, Williamson County and the municipalities located therein are vested with the authority to adopt a comprehensive growth policy and corresponding map (“Growth Plan”) outlining anticipated development; and

WHEREAS, pursuant to Tenn. Code Ann. § 6-58-102, the purpose of said law and the Growth Plan is explained as follows:

With this act, the General Assembly intends to establish a comprehensive growth policy for this state that:

- Eliminates annexation or incorporation out of fear;
- Establishes incentives to annex or incorporate where appropriate;
- More closely matches the timing of development and the provision of public services;
- Stabilizes each county’s education funding base and establishes an incentive for each county legislative body to be more interested in education matters; and
- Minimizes urban sprawl.

WHEREAS, Williamson County and the municipalities located therein last adopted a Growth Plan over twenty (20) years ago; and

WHEREAS, the need to revise and adopt an updated Growth Plan has become manifestly apparent; and

WHEREAS, the Growth Plan Coordinating Committee was convened on April 30, 2024, and, pursuant to Tenn. Code Ann. § 6-58-104, prepared a Growth Plan in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*; and

WHEREAS, the Growth Plan Coordinating Committee conducted two (2) public hearings in accordance with Tenn. Code Ann. § 6-58-104; and

WHEREAS, the Growth Plan Coordinating Committee submitted the Growth Plan to Williamson County and the municipalities located therein on May 21, 2024, for consideration by each jurisdiction; and

WHEREAS, the City of Fairview is required, pursuant to Tenn. Code Ann. § 6-58-104, to ratify or reject the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee; and

WHEREAS, upon review of the Growth Plan and associated map outlining the urban growth areas for the various municipalities and the planned growth areas for Williamson County, the City of Fairview approves and adopts the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee; and

WHEREAS, in conjunction with the Growth Plan process, Williamson County and the jurisdictions located therein have determined that an interlocal agreement, authorized pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*, (“Interlocal Agreement”) is needed by and between the jurisdictions to provide a framework for joint parameters, covenants, and conditions related to the county-wide Growth Plan and to the implementation of the Growth Plan in the future; and

WHEREAS, the City of Fairview has determined that adoption of the Interlocal Agreement is necessary in order for the City of Fairview to adopt the Growth Plan; and

NOW, THEREFORE, BE IT RESOLVED by the City of Fairview, meeting in regular session on the 20th day of June 2024, that the City of Fairview approves and adopts the Growth Plan, attached hereto and incorporated herein, as submitted and recommended by the Growth Plan Coordinating Committee in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*, and approves the Interlocal Agreement, attached hereto and incorporated herein.

BE IT FURTHER RESOLVED by the City of Fairview that this Resolution be appended to the Growth Plan, and that the Williamson County Growth Plan Coordinating Committee is hereby directed, upon passage of this Resolution by all applicable jurisdictions, to submit the Growth Plan to the Local Government Planning Advisory Committee for approval in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*

BE IT FURTHER RESOLVED that this Resolution shall take effect only upon the passage of the Growth Plan and Interlocal Agreement by all jurisdictions, being Williamson County, City of Brentwood, City of Fairview, City of Franklin, Town of Nolensville, City of Spring Hill, and Town of Thompson’s Station. If any jurisdiction does not adopt and ratify the Growth Plan and the Interlocal Agreement, as submitted, then this

Resolution shall be of no effect and considered a rejection of the Growth Plan pursuant to Tenn. Code Ann. § 6-58-104.

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

Passed: _____

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: Mayor Mark Gorman, City of Brentwood
Mayor Lisa Anderson, City of Fairview
Mayor Ken Moore, City of Franklin
Mayor Halie Gallik, Town of Nolensville
Mayor Brian Stover, Town of Thompson's Station
Mayor Jim Hagaman, City of Spring Hill

FROM: Rogers Anderson, Mayor
Williamson County
Growth Plan Coordinating Committee Chairman

RE: Second Recommended Williamson County Growth Plan (**Corrected**)

DATE: May 21, 2024

Attached is a corrected version of the revised Williamson County Growth Plan and its accompanying map, revising the Urban Growth Boundaries, Planned Growth Areas and Rural Areas as recommended by the Williamson County Growth Plan Coordinating Committee on **April 30, 2024**. The information in the Appendix was outdated in the prior version transmitted on May 6, 2024.

Please utilize this Second Recommended Growth Plan for ratification or rejection by your legislative bodies.

Please also be reminded that the legislative bodies of your respective jurisdictions are required to take action to ratify or reject this recommended Growth Plan no later than **August 28, 2024**, which is 120 days after the recommendation from the Coordinating Committee. Failure to take such action within that deadline will result in your jurisdiction considered to have ratified the recommended Growth Plan. Please see Tennessee Code Annotated Sections 6-58-104(a)(4) and 6-58-104(d)(1).



INTERLOCAL AGREEMENT

COF Contract No. 2023-0197

COB Contract No. 2023-135

K#

This Interlocal Agreement (“Agreement”) between WILLIAMSON COUNTY, TENNESSEE (“County”), the CITY OF BRENTWOOD, TENNESSEE (“Brentwood”), the CITY OF FAIRVIEW, TENNESSEE (“Fairview”), the CITY OF FRANKLIN, TENNESSEE (“Franklin”), the TOWN OF NOLENSVILLE, TENNESSEE (“Nolensville”), the CITY OF SPRING HILL, TENNESSEE (“Spring Hill”), and the TOWN OF THOMPSON'S STATION, TENNESSEE (“Thompson’s Station”) (collectively the “parties” or “localities”), for the establishment of joint parameters, covenants, and conditions related to the county-wide Growth Plan.

WHEREAS, pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*, the herein named Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for joint cooperative action; and

WHEREAS, the parties to this Agreement are committed to providing additional, joint parameters, covenants, and conditions with regard to the Williamson County Growth Plan (Growth Plan); and

WHEREAS, the parties wish to enter into the Agreement and find the same to be for the mutual benefit and best interest of the citizens of the localities, collectively and independently:

NOW THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Purpose.** The parties agree that entering into this Agreement is to the mutual benefit of the parties. The objective of this Agreement is to provide a framework for joint parameters, covenants, and conditions related to the county-wide Growth Plan, attached hereto as Exhibit A, and to the implementation of the Growth Plan in the future. The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the roles and responsibilities of each party.
- 2. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tenn. Code Ann., §§ 12-9-101, *et seq.*, as well as pursuant to the authority under Tenn. Code Ann., §§ 6-58-101 *et seq.* The parties agree that all approvals and filings required by the terms thereof shall be achieved as soon as possible from and after the execution of this Agreement.
- 3. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances. Further, this Agreement does not create a joint venture or partnership of any kind.

4. **Scope.** This Agreement addresses and memorializes the parties' agreement as to the Growth Plan and matters related to the Growth Plan in the future, including but not limited to mandatory timelines to address future Growth Plan updates, annexation, planning and zoning, and the formation of a standing advisory committee to facilitate growth, planning, and transportation issues in the future by and between the parties.

5. **Annexation.** The parties agree that any locality vested with the power of annexation shall not annex any property located outside of the annexing locality's Urban Growth Boundary ("UGB"), as the same is defined in Tenn. Code Ann. §§ 6-58-101 & 107.

6. **Growth Plan Update.** The parties agree that the coordinating committee, as defined in Tenn. Code Ann. § 6-58-101 *et seq.* (the "Act"), and as thereafter may be amended, ("Coordinating Committee") shall be convened by the Mayor of the County no later than five (5) years from the date of the approval of the 2023 Growth Plan by the Local Government Planning Advisory Committee, or any growth plan adopted hereafter. This section shall not limit the ability of any locality, pursuant to the Act, to seek the convening of the Coordinating Committee at any time. Nothing herein shall be construed so as to require any future Coordinating Committee to amend or recommend amending the growth plan, and the same shall be fully empowered to determine that no amendment is warranted.

7. **Advisory Committee.** The parties agree that, after the Growth Plan is adopted contemporaneously with this agreement, an advisory committee ("Advisory Committee") shall be established to address matters and issues as delineated and defined herein for the benefit of the parties. The Advisory Committee shall consist of seven (7) voting members, with a member from each of the localities, selected as each of the localities may choose. Other individuals from the localities or public may attend any Advisory Committee meeting. The Advisory Committee's role shall be as a vetting and informational body designed to foster communication and cooperation. The Advisory Committee shall schedule a meeting at least four (4) times per calendar year, which may be cancelled if there is no business as determined by the Chair. The Advisory Committee is empowered to adopt rules of procedure for the conduct of its meetings, and the Mayor of the County shall serve as the Chair for such meetings unless he so declines. Any member of the Advisory Committee can request a meeting by providing written notice to the Chair of such request, and the Chair shall call a meeting within thirty (30) days.

8. **Extraordinary Circumstances.** Notwithstanding the provisions of paragraph 5 outlined hereinabove, any locality may submit to the Advisory Committee, in writing, a request to permit said locality the ability to conduct an annexation of a parcel or parcels of real property outside of said locality's UGB due to extraordinary circumstances. The Advisory Committee shall meet and review said written request within forty-five (45) days of receipt by the Chair of the Advisory Committee of the same. The Advisory

Committee shall review the request and hear any information provided by the requesting locality, as well as any other information the Advisory Committee deems relevant. The Advisory Committee shall determine, by majority vote, whether an extraordinary circumstance exists. If an extraordinary circumstance is found by the Advisory Committee, then the requesting locality may proceed to annex the applicable parcel(s) under applicable state law, and the same shall not be a breach of this Agreement. An extraordinary circumstance may only be found if the request involves a non-residential development or project, except as provided herein. Therefore, the parties agree that any request contemplated in this paragraph 8 shall not include any residential development, except as permitted herein, and the requesting party shall not zone the parcel(s) involved in the request to a zoning designation that permits any residential development. The forgoing notwithstanding, a request may include an existing residential development for safety and emergency purposes.

9. Alteration of the Act. In the event the Act is repealed or amended in such a way as to render following the new act impracticable under this Agreement, the parties agree to continue to follow the Act that is in existence at the time of the adoption of this Agreement, along with this Agreement itself, for a period of five (5) years after the next occurrence causing the Coordinating Committee to convene as defined herein.

10. Notice to Property Owners. At or before the convening of the Coordinating Committee, as outlined in Section 6 hereinabove, each party shall give notice to the owner(s) of each parcel or tract of real property said party is considering to include in its expanded Urban Growth Boundary or Planned Growth Area, as applicable. For purposes of clarity, notice shall include relevant information, as determined by the party, and be given by USPS regular mail to the address(es) of record in the Williamson County Register of Deeds at the time notice is given. The notice contemplated herein is intended to provide information to the property owners being considered for an expanded Urban Growth Boundary or Planned Growth Area. Lack of actual notice shall not be grounds for breach of this Agreement or challenge to the Growth Plan.

11. Term. This Agreement shall become effective on the date it is fully executed and shall continue for a period of five (5) years from the date of the approval of the Growth Plan by the Local Government Planning Advisory Committee unless amended by the parties. The parties acknowledge that the term could be longer based upon Section 9 hereinabove. If the Coordinating Committee is properly convened, the expiration of the term shall be tolled until the Coordinating Committee adjourns its convening purpose or an amendment to the Growth Plan is adopted by all of the parties, whichever is last to occur.

12. Other Agreements. Nothing herein shall prevent any party from entering into any other agreement, interlocal or otherwise, with another party or parties named herein so long as said agreement is not in conflict with this Agreement or a subversion of the

purpose of this Agreement. For purposes of clarity, the parties covenant and agree that no other agreement shall be entered into by any party that amends the Growth Plan, amends the Growth Plan Map, or violates any material term of this Agreement. The foregoing notwithstanding, any proposed interlocal agreement that directly or indirectly falls within the scope of this Agreement shall first be submitted to the Advisory Committee in writing, to include a proposed copy of the agreement. The submitted agreement shall be placed on the next Advisory Committee meeting for informational and discussion purposes unless a member calls a meeting to discuss the same at an earlier date. In the event the Advisory Committee finds that any submitted agreement violates or subverts this Agreement, it may so find and send a notice of the same to the localities.

13. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

14. Conflict with Laws. Nothing in this Agreement is intended to conflict with current applicable laws or regulations.

15. Modification. This Agreement may be modified upon the mutual written consent of the parties.

16. Agreement of Cooperation. Each party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement. All parties shall, at the agreed to times outlined herein, and from time to time, execute, acknowledge, deliver and/or enact all further instruments and/or assurances to effectuate the terms of this Agreement. The parties agree to cooperate in good faith. The parties recognize that a locality may request to open the growth plan earlier than the agreed to five (5) year date to address extraordinary circumstances or otherwise. No party is required to re-open its UGB, however all parties agree to cooperate with the Coordinating Committee and participate so as to provide a quorum.

17. Time is of the Essence. Time is of the essence for this Agreement for prompt completion.

18. Force Majeure. No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, or other cause of similar or dissimilar nature beyond its control.

19. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

20. Assumption of Liability. Each party shall be and remains liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. Breach of Agreement. Any party that alleges any other party to be in breach ("Charging Party") of this Agreement shall first send a letter to the breaching party ("Breaching party") of the nature of the breach, and the Charging Party shall copy all parties herein. If the Breaching Party does not provide sufficient assurances, in writing, dispelling the alleged breach, the Charging Party, or any other party, shall submit to the Advisory Committee a letter on the nature of the breach. Within thirty (30) days of receipt of said letter, the Chair of the Advisory Committee shall convene a meeting to address the letter and make recommendations regarding the same. Nothing herein shall prevent the Charging Party, or any other party, from filing an action in a court of competent jurisdiction seeking injunctive relief as to an alleged breach by the Breaching party, however no further action beyond seeking an injunction may occur until the Advisory Committee renders a recommendation and the parties then attempt mediation of the dispute. The mediator for said mediation shall not be a resident of or have offices in Davidson County, Williamson County, or Maury County. The mediator shall be selected by a majority vote of the Advisory Committee, which shall be incorporated into the Advisory Committee's recommendation. The parties agree that all parties herein are necessary parties involving an action filed in a court of competent jurisdiction for breach of this Agreement.

22. Choice of Law & Venue. This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Tennessee without regard to Tennessee's choice of law rules. Venue shall be in the Chancery Court of Williamson County, Tennessee.

23. Waiver. The failure of one party to demand from the other party performance of any act under the Agreement shall not be construed as a waiver of said party's right to demand, at any subsequent time, such performance.

24. Miscellaneous. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

[remainder of page intentionally left blank]

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

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Mayor

Date: _____

Approved as to form and legality:

Williamson County Attorney

CITY OF BRENTWOOD, TENNESSEE:

By: _____
Mark Gorman, Mayor

Date: _____

Approved as to form and legality:

City of Brentwood Attorney

CITY OF FAIRVIEW TENNESSEE:

By: _____
Lisa Anderson, Mayor

Date: _____

Approved as to form and legality:

City of Fairview Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____
Ken Moore, Mayor

Date: _____

Approved as to form and legality:

City of Franklin Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: _____
Halie Gallik, Mayor

Date: _____

Approved as to form and legality:

Town of Nolensville Attorney

CITY OF SPRING HILL, TENNESSEE:

By: _____
Jim Hagaman, Mayor

Date: _____

Approved as to form and legality:

City of Spring Hill Attorney

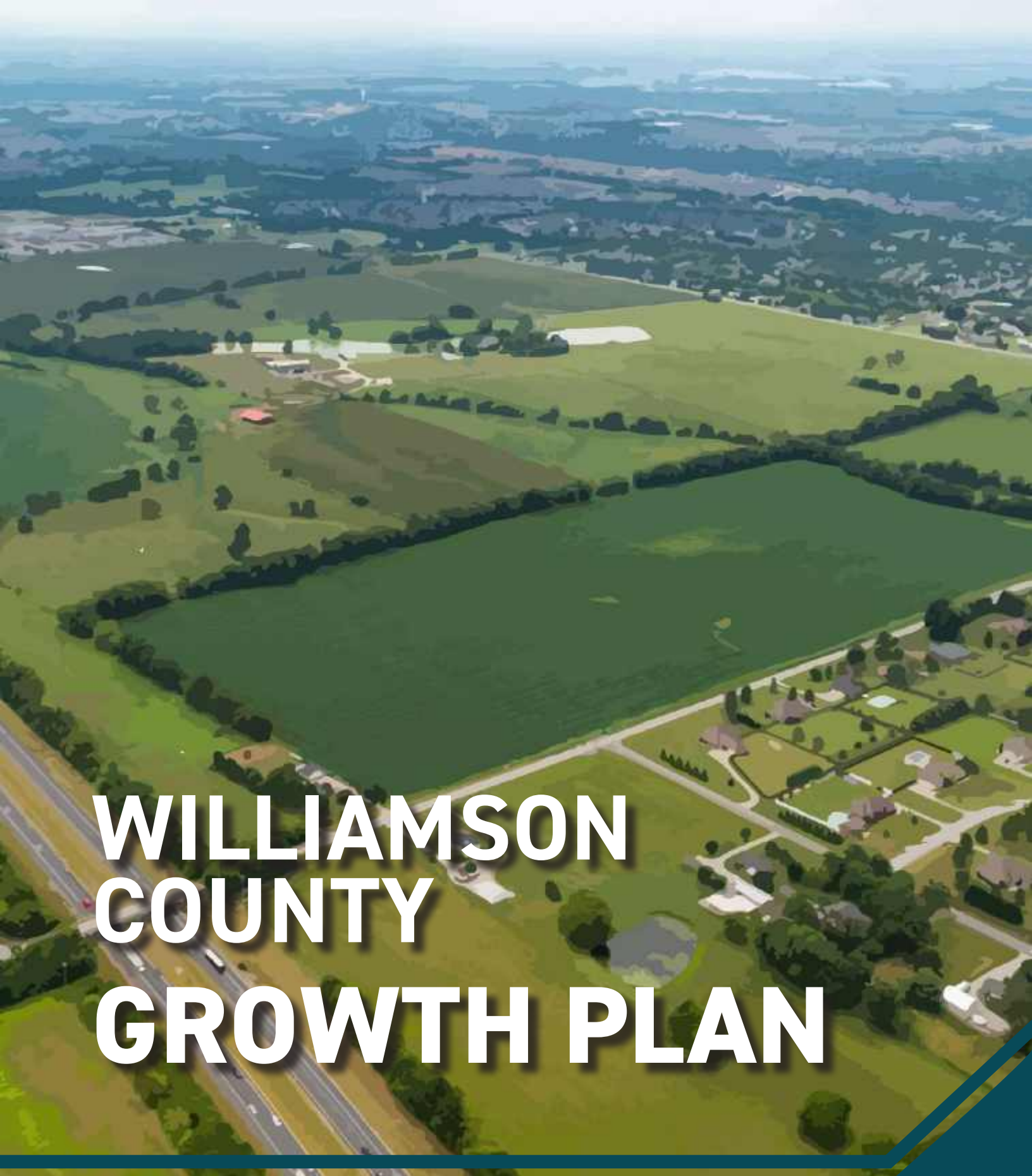
TOWN OF THOMPSON'S STATION, TENNESSEE:

By: _____
Brian Stover, Mayor

Date: _____

Approved as to form and legality:

Town of Thompson's Station Attorney



WILLIAMSON COUNTY GROWTH PLAN

Adopted xx/xx/xxxx

ACKNOWLEDGEMENTS

COORDINATING COMMITTEE

Rogers C. Anderson, *Williamson County Mayor*
– Chair

Mark Gorman, *Brentwood Mayor*
– Vice Chair

Lisa Anderson, *Fairview Mayor*

Ken Moore, *Franklin Mayor*

Halie Gallik, *Nolensville Mayor*

Trent Linville, *Spring Hill Mayor designee*

Brian Stover, *Thompson's Station Mayor*

Judy Herbert, *County Mayor appointee*

Chas Morton, *County Mayor appointee*

Roger Lindsey, *Franklin Mayor appointee*

John Schroer, *Franklin Mayor appointee*

Robert Ring, *Soil Conservation District*

Eric Stuckey, *Franklin Water Department*
appointee

Chuck Barber, *Middle Tennessee Electric*
appointee

Jason Golden, *Williamson County*
School District appointee

Kel McDowell, *Williamson Inc. appointee*

MANAGERS/ADMINISTRATORS

Kirk Bednar, *City of Brentwood*

Tom Daugherty, *City of Fairview*

Eric Stuckey, *City of Franklin*

Victor Lay, *Town of Nolensville*

Pam Caskie, *City of Spring Hill*

Ken McLawhon, *Town of Thompspon's Station*

PLANNERS GROUP

Bob Leeman, *AICP, City of Brentwood*

Ethan Greer, *Town of Fairview*

Emily Wright, *AICP*, and **Andrew Orr**, *AICP*,
City of Franklin

Brent Schultz, *Town of Nolensville*

Pete Hughes, *City of Spring Hill*

Micah Wood, *AICP, Town of Thompson's Station*

Mike Matteson, *AICP, Williamson County*

ATTORNEY GROUP

Kristen Corn, *City of Brentwood*

Patrick M. Carter, *City of Fairview*
and *City of Spring Hill*

Shauna R. Billingsley, *City of Franklin*

Charles S. Michels, *Town of Nolensville*

Andrew E. Mills, *Town of Thompson's Station*

Jeffrey D. Moseley, *Williamson County*

Kristi D. Ransom, *Williamson County*

CONSULTANT/FACILITATOR

C. Gregory Dale, *FAICP, McBride Dale Clarion*

Kyle Gibbs, *McBride Dale Clarion*

CONTENTS

- SECTION 01: BACKGROUND 1-4**
 - Introduction 1
 - Existing Growth Plan 2
 - The Need to Update the Growth Plan 2
 - Current Growth Plan Map 3-4

- SECTION 02: PROCESS 5-8**
 - Advisory Group Growth Evaluation 5
 - Guiding Principles 6
 - Formal Growth Plan Update Process 8

- SECTION 03: PROPOSED GROWTH PLAN 9-16**
 - Proposed Goals and Strategies 10
 - Proposed Growth Plan Map 11-12
 - Municipality UGB and County PGA Maps..... 13-16

- SECTION 04: CONCLUSION 17**

- SECTION 05: APPENDIX..... 19-27**

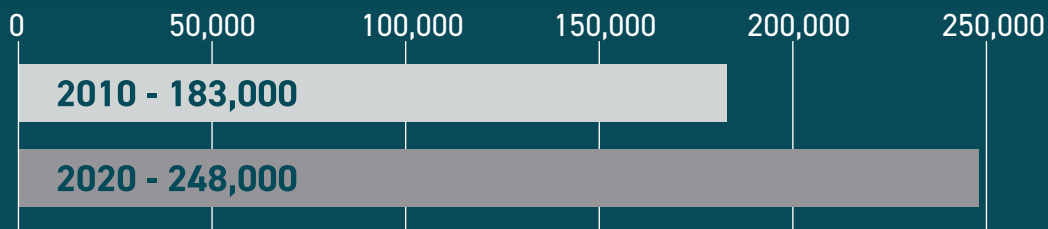
CHAPTER 01: BACKGROUND

INTRODUCTION

With a population increase of approximately 35% between 2010 and 2020 (according to the US Census) Williamson County ranks among the fastest growing counties in the State of Tennessee and the entire southeastern United States.

Additionally, population projections prepared by the University of Tennessee, Woods & Poole, and the Nashville Area MPO suggest that this rapid pace of growth will continue, and even accelerate, in future years.

FIGURE 1: WILLIAMSON COUNTY POPULATION GROWTH 2010-2020 (U.S. CENSUS BUREAU)



These population figures underscore the need for all of the jurisdictions within the County to plan collaboratively, so that future growth can be accommodated in a way that is:

- Fiscally responsible;
- Reflective of the current and future provision of infrastructure; and
- Consistent with community values.

To that end, each of the seven jurisdictions within Williamson County (Brentwood, Fairview, Franklin, Nolensville, Spring Hill, Thompson's Station and Williamson County), and the Growth Plan Coordinating Committee, are proposing this amendment to the Williamson County Growth Plan (Growth Plan), originally adopted in April of 2001 pursuant to Tennessee Code Annotated Section 6-58-101, et seq.

EXISTING GROWTH PLAN

The Williamson County Growth Plan, which was adopted in 2001, depicts the following:

Urban Growth Boundaries (UGB's) – These are areas outside of and surrounding the incorporated boundaries of the municipalities that are projected to accommodate future growth and which are envisioned as becoming part of the municipality in the future;

Rural Areas – These are areas in the unincorporated County and outside of UGB's that are intended to remain rural in nature; and

Planned Growth Areas (PGA's) – These are areas in the unincorporated County and outside of UGB's where a higher level of growth is anticipated than in the surrounding Rural Areas.

THE NEED TO UPDATE THE GROWTH PLAN

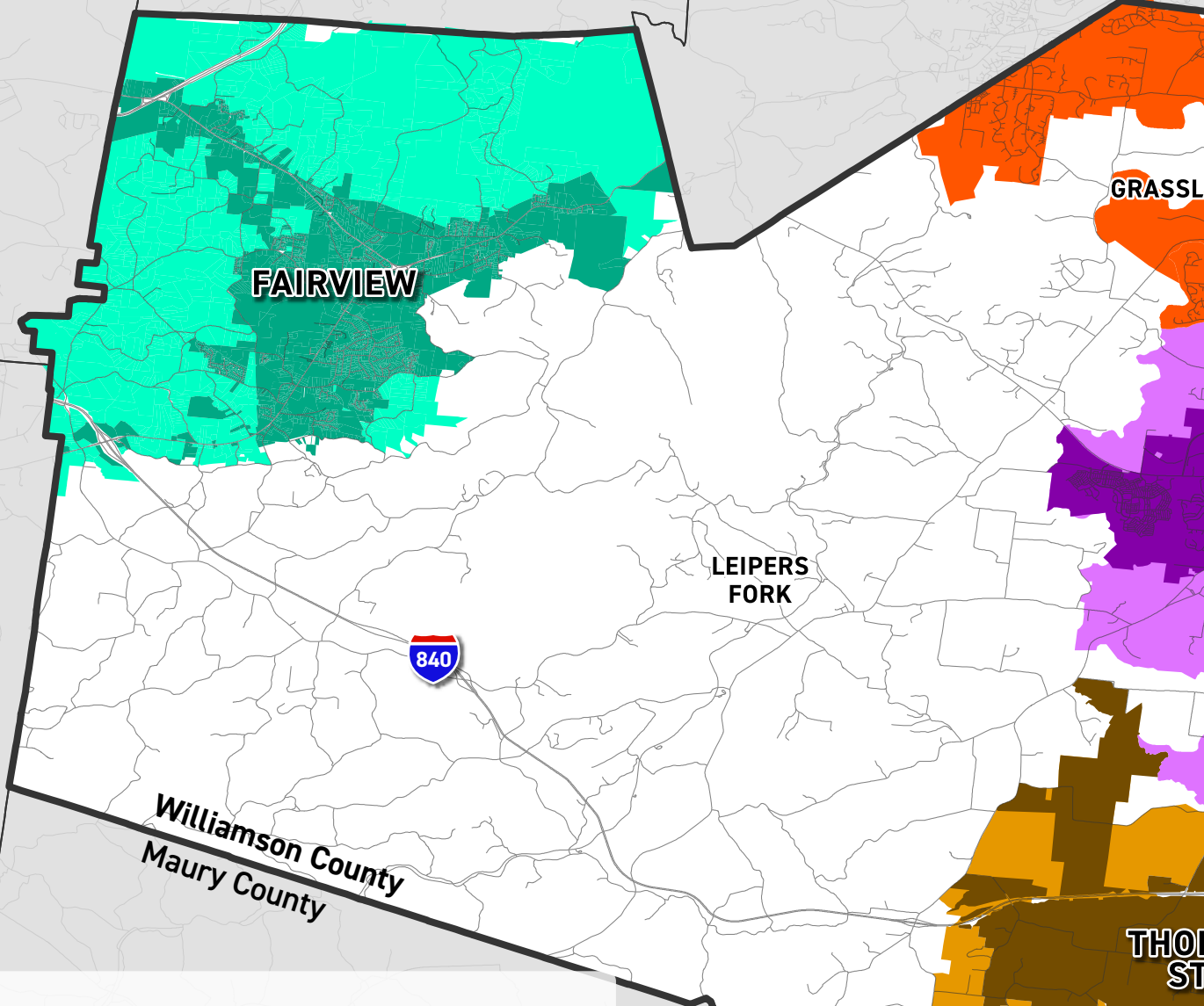
As mentioned previously, the existing Williamson County Growth Plan was adopted in 2001 and has not been updated since that time. In the intervening years, the County has experienced significant population and employment growth, and in the case of several of the jurisdictions, land use policies have continued to evolve.












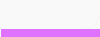

Additionally, there have been a number of changes to long-range infrastructure plans, the location of future sewer extensions being the most prominent, which will dictate the location of future growth to a large extent.

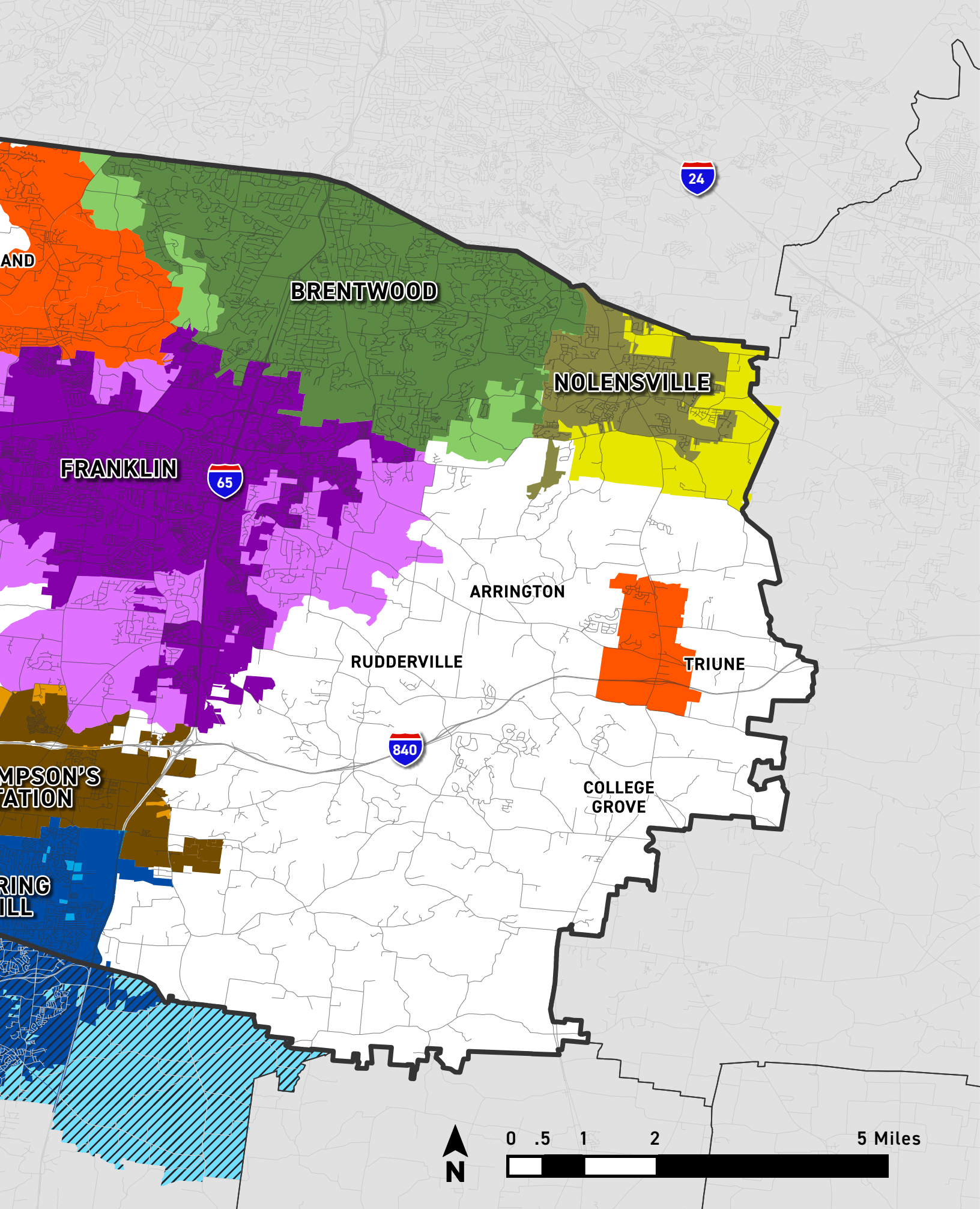
Furthermore, Williamson County's Comprehensive Land Use plan calls for the County and each municipality to engage in collaborative growth planning to ensure that the system of Urban Growth Boundaries (UGB's), Planned Growth Areas (PGA's) and Rural Areas work as effectively as possible.

For these reasons, the seven jurisdictions within Williamson County are proposing to amend the Growth Plan.

FIGURE 2: CURRENT GROWTH PLAN MAP



	Williamson County Current PGAs		
	Brentwood Limits		Nolensville Limits
	Brentwood Current UGB		Nolensville Current UGB
	Fairview Limits		Spring Hill Limits
	Fairview Current UGB		Spring Hill Current UGB
	Franklin Limits		Thompson's Station Limits
	Franklin Current UGB		Thompson's Station Current UGB



Section 02: PROCESS

ADVISORY GROUP GROWTH EVALUATION

Prior to embarking upon an update to the Growth Plan, an Advisory Group, with representatives of each jurisdiction and other community stakeholders, was formed for the purpose of evaluating appropriate locations for future growth based upon:

- Population projections;
- The need for, and availability of, additional land to accommodate projected growth;
- The cost of providing infrastructure and services;
- The potential impact of future growth areas on agricultural land, forests, recreational areas and wildlife management; and
- Public comment received regarding locations for future growth.

GUIDING PRINCIPLES

Additionally, the Advisory Group established the following set of **“Guiding Principles”** to serve as a framework for approaching its work:

- 1. COORDINATED GROWTH PLANNING:** Williamson County, the City of Brentwood, the City of Fairview, the City of Franklin, the Town of Nolensville, the City of Spring Hill, and the Town of Thompson’s Station (the County and Municipalities) will work together on future growth planning.
- 2. PLANNING HORIZON:** The horizon time for growth planning is twenty (20) years, however the County and Municipalities will work together to identify phased growth areas in shorter time increments.
- 3. FUTURE GROWTH:** Each of the jurisdictions will utilize its own growth forecasts for its respective community in conjunction with other forecasts, including the University of Tennessee, in conducting its growth planning.
- 4. PUBLIC FACILITIES AND FISCAL SUSTAINABILITY:** Each of the jurisdictions will plan for future growth that it can serve with adequate and timely infrastructure and public facilities in a fiscally sustainable manner.
- 5. REGIONAL FORM:** The County and Municipalities will work together to maintain and create a distinct form of compact urban and suburban development surrounded by rural development for the purpose of reinforcing the unique sense of place and high-quality development within the County.
- 6. RESOURCE PROTECTION:** The County and Municipalities will work together to maintain and protect critical open spaces, farmland, forests, recreation areas, wildlife management areas, and critical environmentally sensitive areas.
- 7. LOCAL AUTONOMY:** The Growth Plan process will focus on growth boundary issues and coordination, while respecting the autonomy of each jurisdiction to meet the planning and community development needs within its community.
- 8. LOCAL PLANNING:** The Growth Plan will build on the long and successful traditions of planning conducted by the County and Municipalities, relying on existing plans and reports in conducting its growth planning where appropriate.
- 9. INTERGOVERNMENTAL AGREEMENTS:** The County and Municipalities may supplement growth planning with consideration of cooperative approaches and agreements to assist in managing growth.

Based upon the preliminary evaluation of future growth areas described above, the Advisory Group determined that it was appropriate to formally update the Williamson County Growth Plan.



FORMAL GROWTH PLAN UPDATE PROCESS

The process of developing this update to the Growth Plan included the following steps:

1. ESTABLISHMENT OF THE GROWTH PLAN COORDINATING COMMITTEE: The membership of the Coordinating Committee was established consistent with Tennessee Code Annotated Section 6-58-104, and the initial meeting of the Coordinating Committee took place on June 13, 2023. Please see the Acknowledgments page for a listing of the Committee members.

2. INDIVIDUAL JURISDICTION PUBLIC HEARINGS: Each jurisdiction held two Public Hearings regarding the proposed amendments to their UGB's and, in the case of the County, the proposed amendments to its PGA's and Rural Areas. These Public Hearings took place in July and August of 2023.

3. INDIVIDUAL JURISDICTION PRESENTATIONS TO COORDINATING COMMITTEE: Following the individual Public Hearings described above, each jurisdiction presented its recommended amendments to the Coordinating Committee.

4. PREPARATION OF DRAFT REVISED GROWTH PLAN: Based upon the proposals from the various jurisdictions and the public comment that had been received, the Coordinating Committee prepared a consolidated draft revised Growth Plan.

5. COORDINATING COMMITTEE PUBLIC HEARINGS: The Coordinating Committee held Public Hearings on Nov. 7th, 2023 and Nov. 8th, 2023 to solicit comments from the public regarding the draft revised Growth Plan.

6. REFINEMENT AND APPROVAL OF RECOMMENDED GROWTH PLAN: Based upon the public comments received at the Coordinating Committee Public Hearings and upon discussion among the Committee, a recommended Growth Plan was finalized and approved by the Committee. This approval took place on Nov. 21st, 2023.

7. ACTION ON FIRST RECOMMENDED GROWTH PLAN: Multiple jurisdictions rejected the first recommended Growth Plan and offered amendments.

8. REFINEMENT AND APPROVAL OF SECOND RECOMMENDED GROWTH PLAN: The Coordinating Committee reconvened and considered the amendments proposed by the jurisdictions. A second recommended Growth Plan was approved by the Committee. This approval took place on April 30, 2024.

9. RATIFICATION OF SECOND RECOMMENDED GROWTH PLAN BY INDIVIDUAL JURISDICTIONS: To be written at a later date.

10. APPROVED GROWTH PLAN TRANSMITTED TO TENNESSEE LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE FOR APPROVAL: To be written at a later date.

Section 03: PROPOSED GROWTH PLAN

This amended Growth Plan consists of the following two key elements:

1. The **Growth Plan Map**, which depicts the revised boundaries for the UGB's, PGA's and Rural Areas; and
2. A set of **Goals and Strategies** designed to make the system of UGB's, PGA's and Rural Areas work more effectively.

PROPOSED GROWTH PLAN MAP

The Proposed Growth Plan Map (See *Figure 3* on pages 11-12) is the result of a collaborated growth planning effort, involving each of the seven jurisdictions within the County, geared toward identifying appropriate areas for future growth. This effort has resulted in revised UGB's, PGA's and Rural Areas, based on a 20-year planning horizon, and taking into account population projections and the costs of providing infrastructure and other services, among other factors.

PROPOSED GOALS AND STRATEGIES

GOAL 1: ENSURE THAT THE SYSTEM OF URBAN GROWTH BOUNDARIES (UGB'S), PLANNED GROWTH AREAS (PGA'S) AND RURAL AREAS FUNCTION AS OPTIMALLY AS POSSIBLE.

Strategy 1A: The County and each municipality will work together to create and implement interim policies related to development within UGB's that occurs prior to the municipality's annexation of the property. These policies may differ from jurisdiction to jurisdiction and may, among other things, relate to:

- County zoning policies within UGB's;
- The use or prohibition of alternative wastewater systems within UGB's; and
- The use of interlocal agreements to address specific challenges or opportunities.

Strategy 1B: Municipalities will not annex outside of UGB's, as the UGB's were established based upon a thorough evaluation of population projections, infrastructure capabilities, land capacities and other factors.

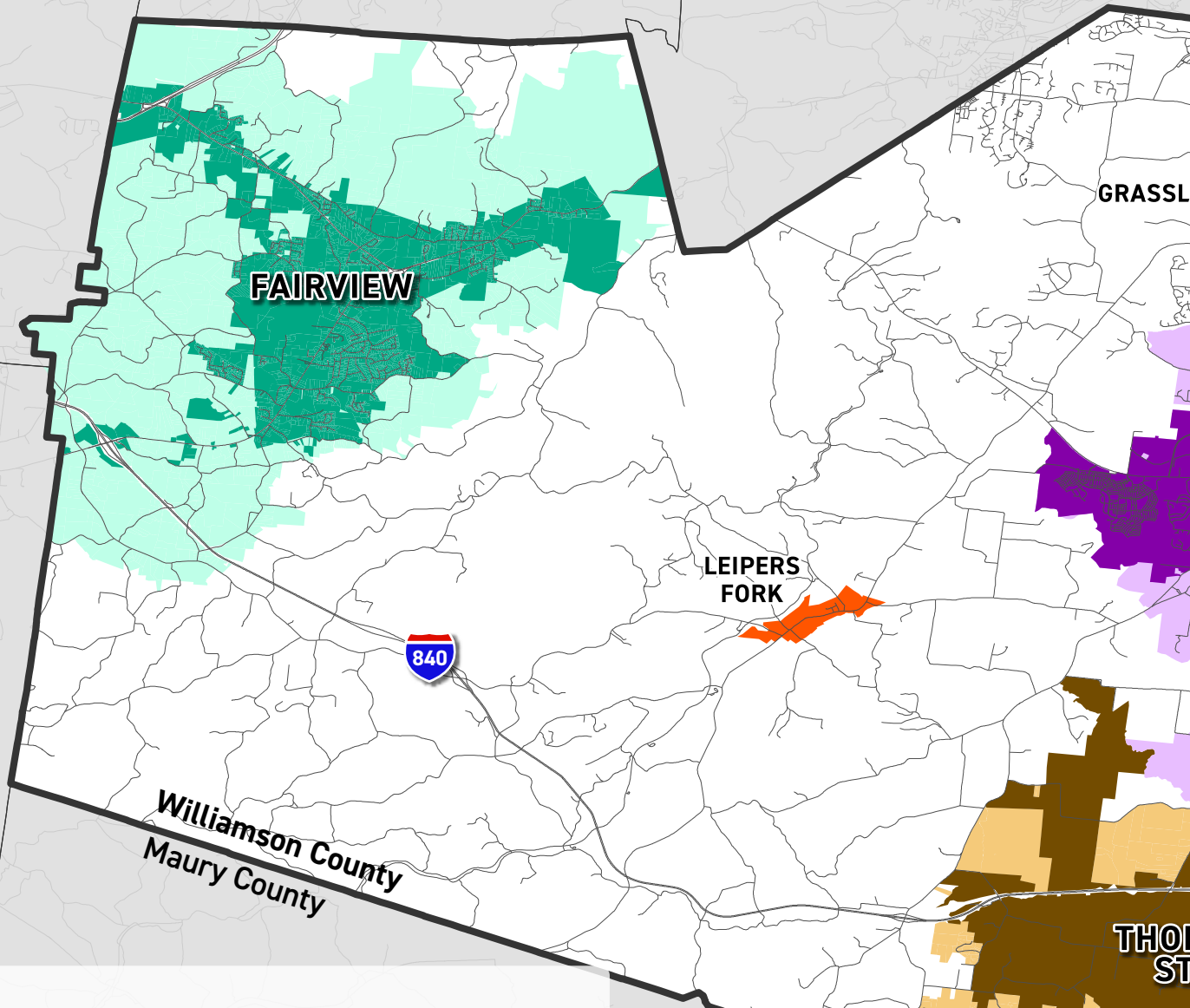
GOAL 2: CONTINUE THE PRACTICE OF COLLABORATIVE, MULTI-JURISDICTIONAL PLANNING ON AN ONGOING BASIS.








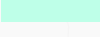



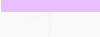

Strategy 2A: Revisit the Growth Plan at least every five (5) years to evaluate its effectiveness and whether or not revisions are necessary.

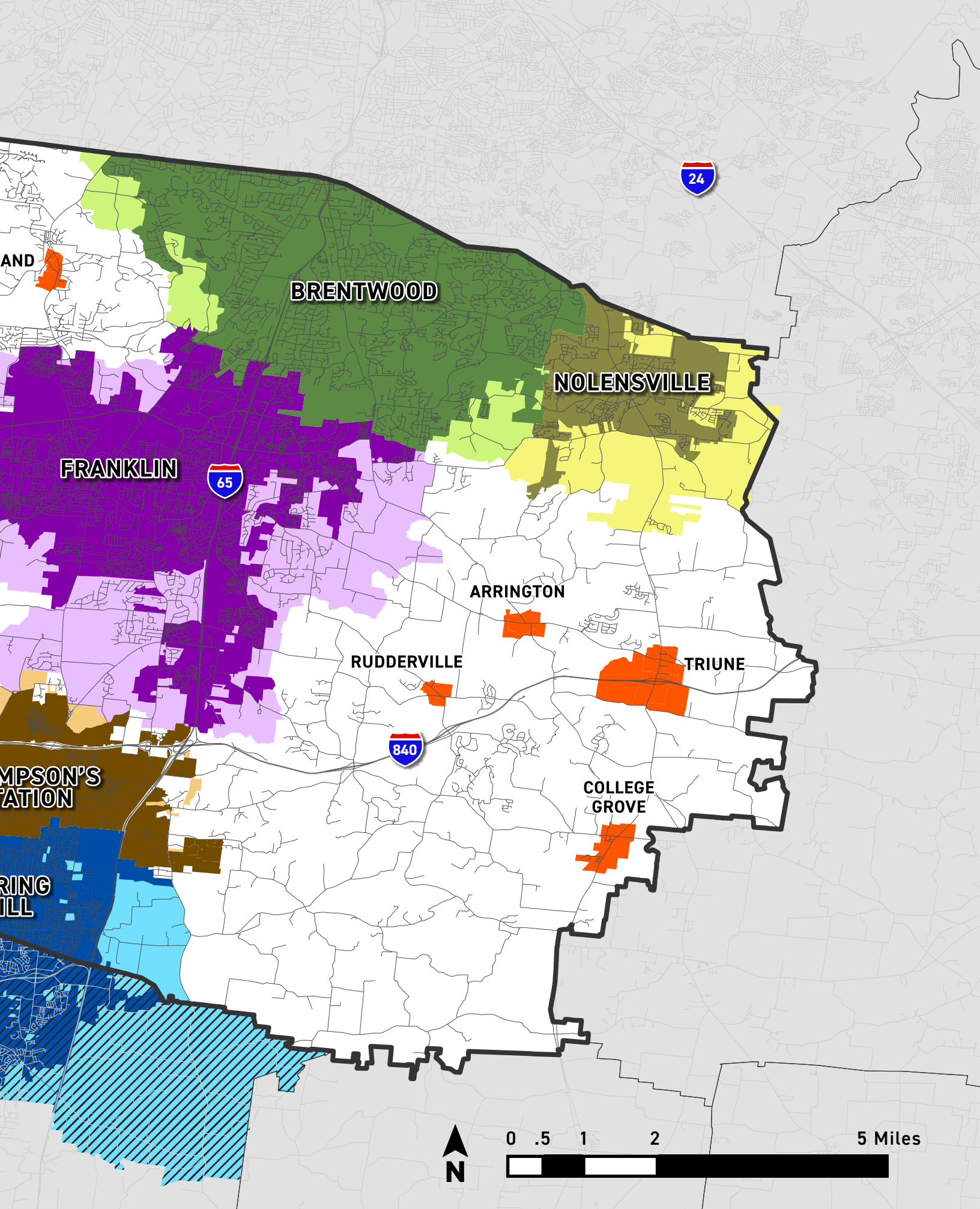
Strategy 2B: Convene a Growth Plan implementation committee, with representation that is similar to the Advisory Group, which will meet on a regular basis (e.g. quarterly) to evaluate Plan implementation, discuss regional issues, such as transportation and school siting, share information, etc.

Strategy 2C: Consider forming a multi-jurisdictional entity to focus on transportation planning within Williamson County.

FIGURE 3: PROPOSED GROWTH PLAN MAP



	Williamson County Proposed PGAs		
	Brentwood Limits		Nolensville Limits
	Brentwood Proposed UGB		Nolensville Proposed UGB
	Fairview Limits		Spring Hill Limits
	Fairview Proposed UGB		Spring Hill Proposed UGB
	Franklin Limits		Thompson's Station Limits
	Franklin Proposed UGB		Thompson's Station Proposed UGB



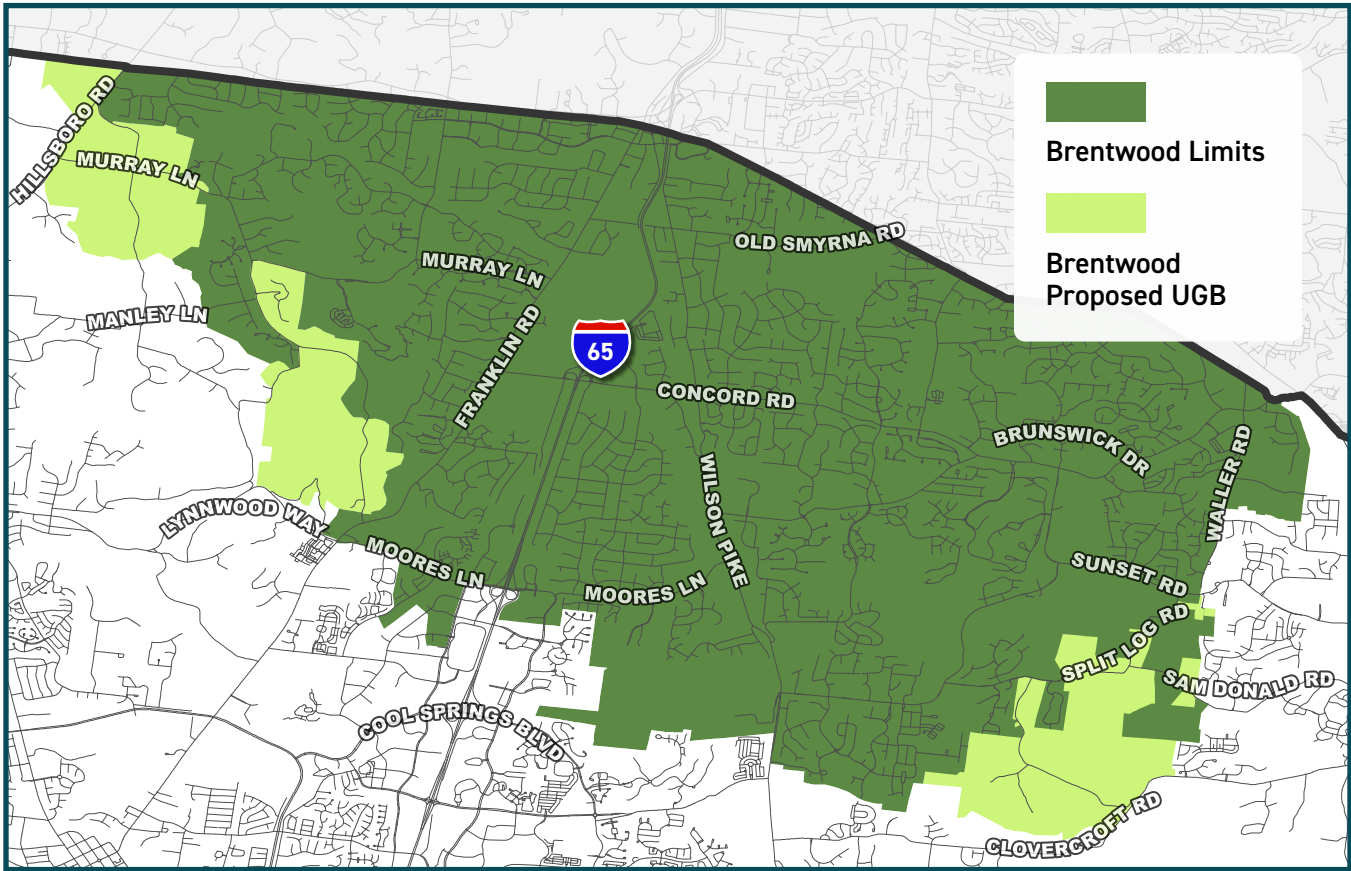


FIGURE 4: BRENTWOOD GROWTH BOUNDARY MAP

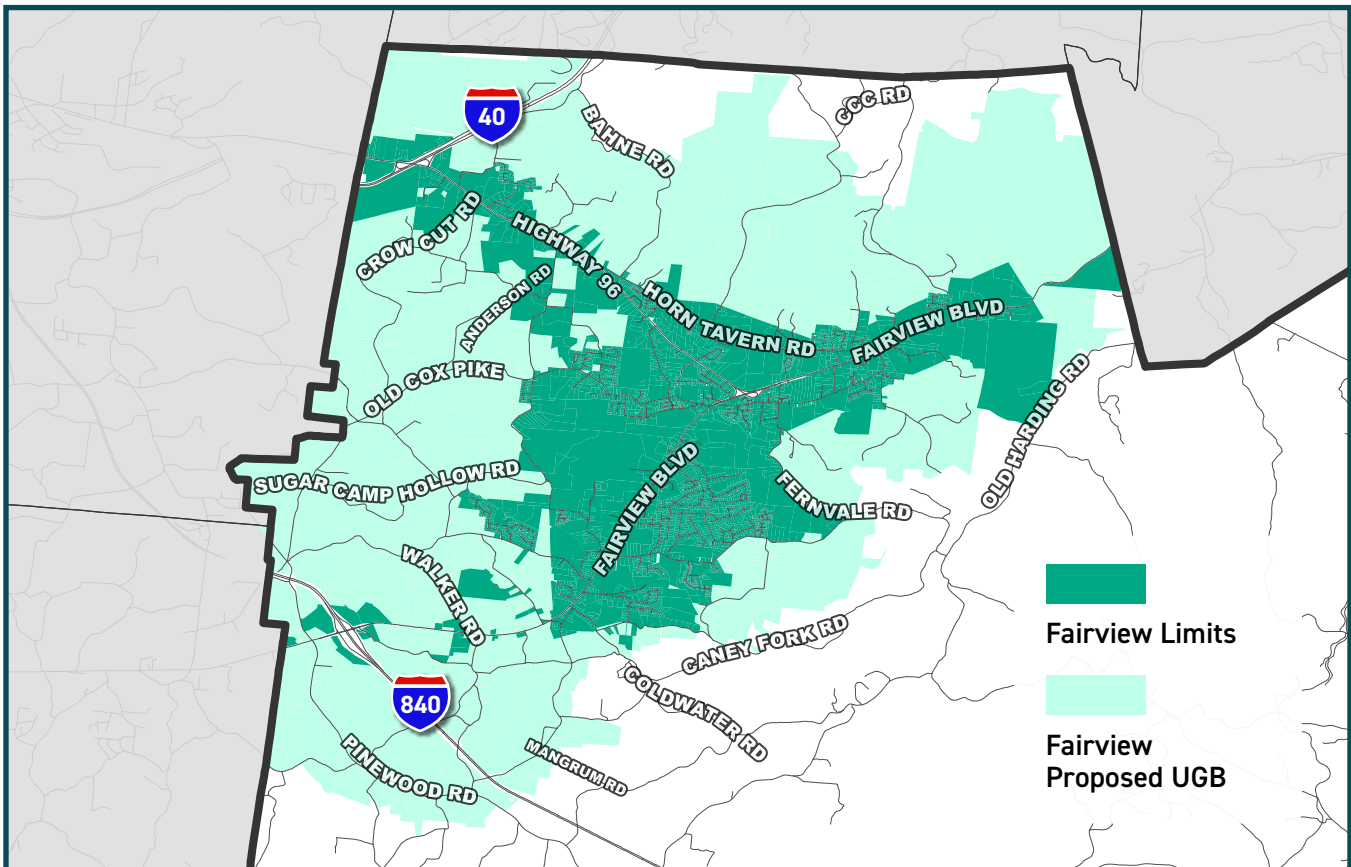


FIGURE 5: FAIRVIEW GROWTH BOUNDARY MAP

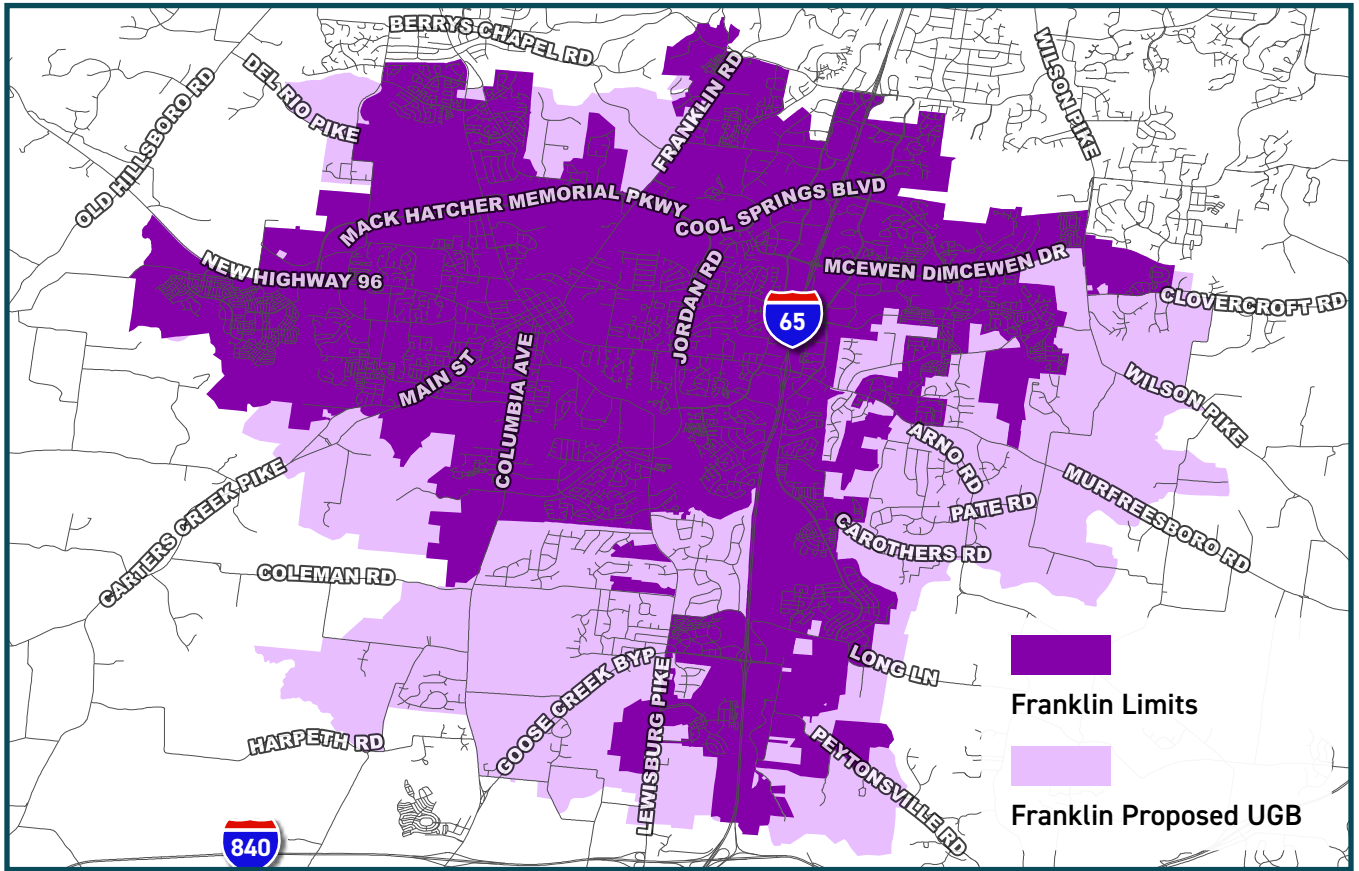


FIGURE 6: FRANKLIN GROWTH BOUNDARY MAP

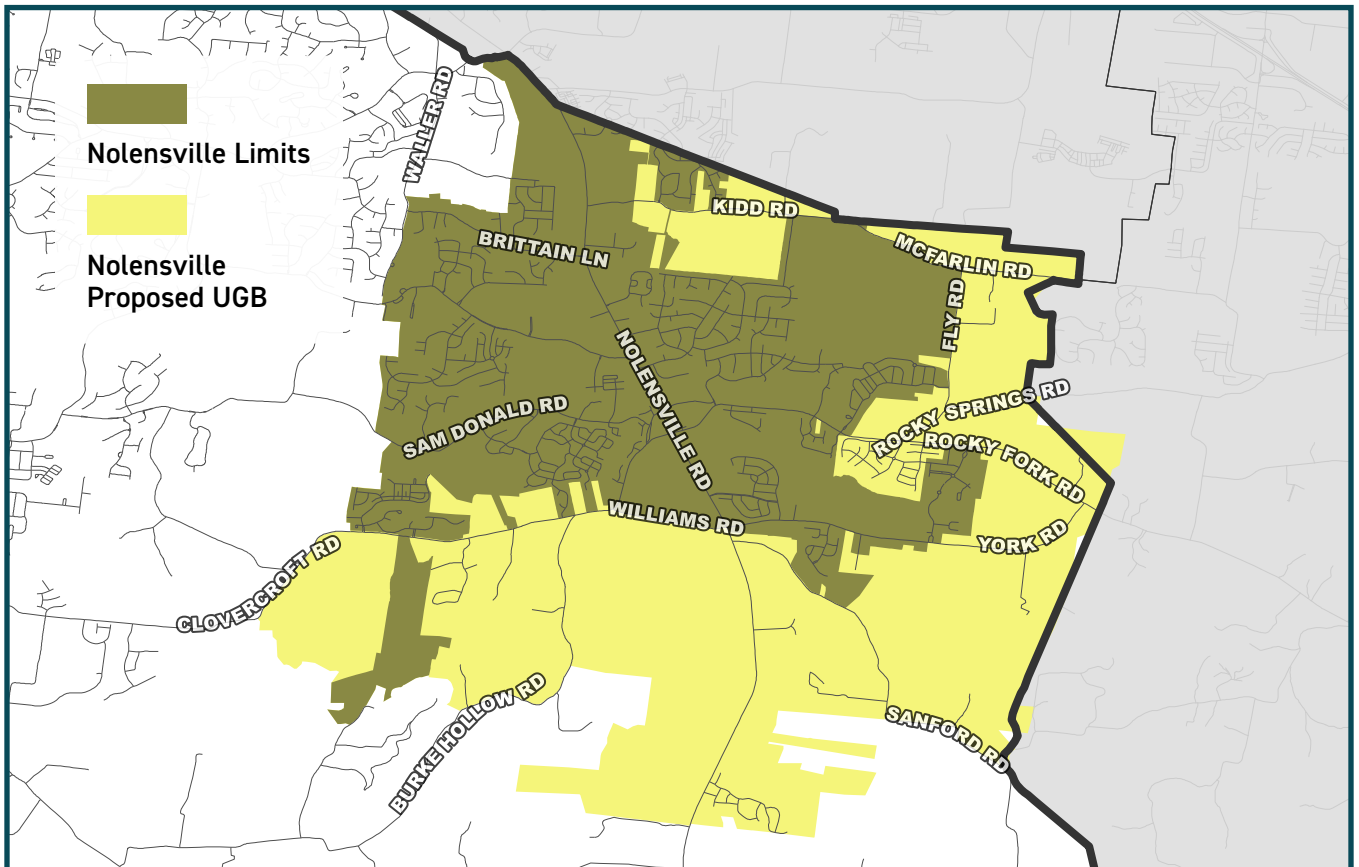


FIGURE 7: NOLENSVILLE GROWTH BOUNDARY MAP

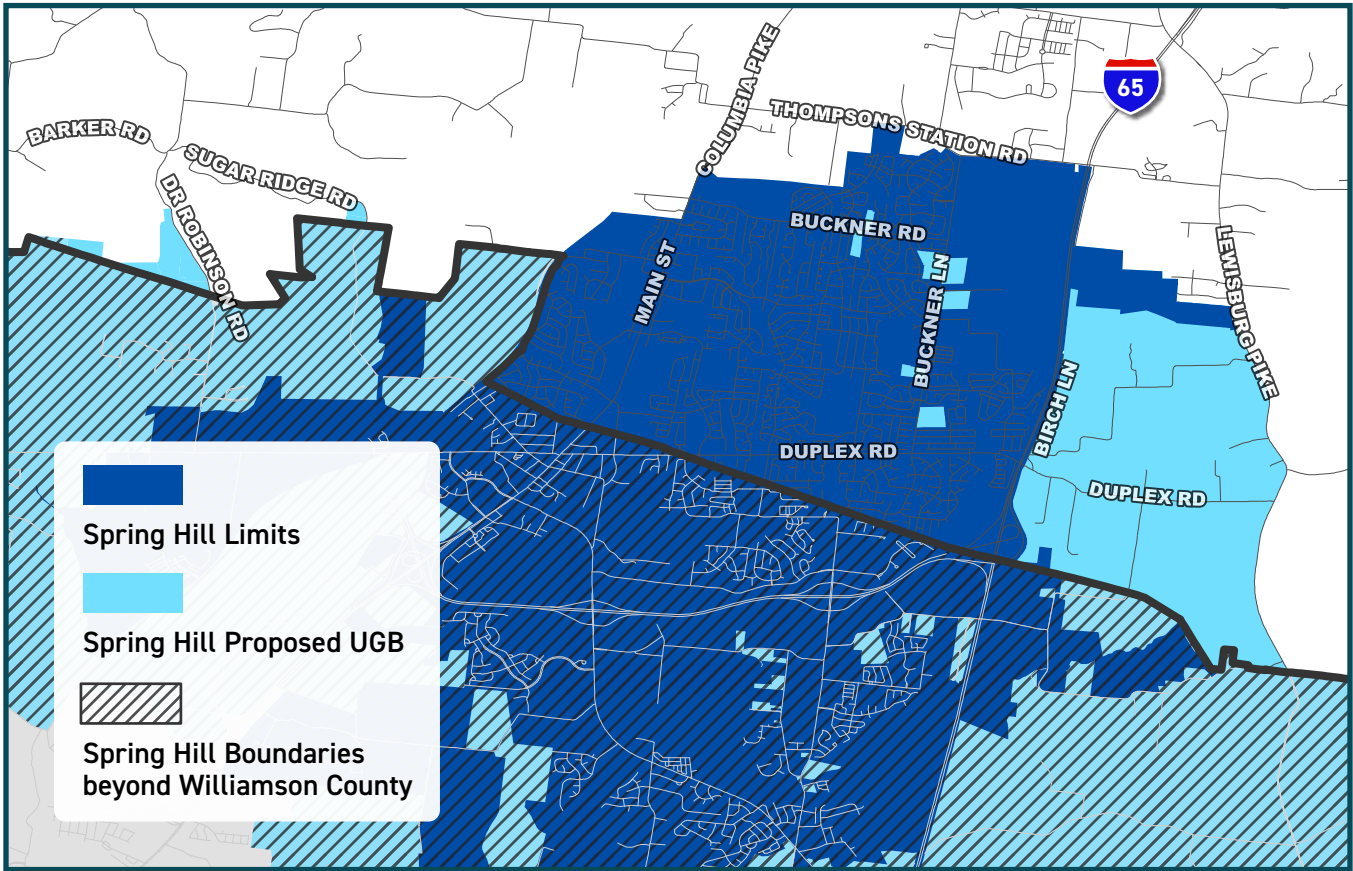


FIGURE 8: SPRING HILL GROWTH BOUNDARY MAP

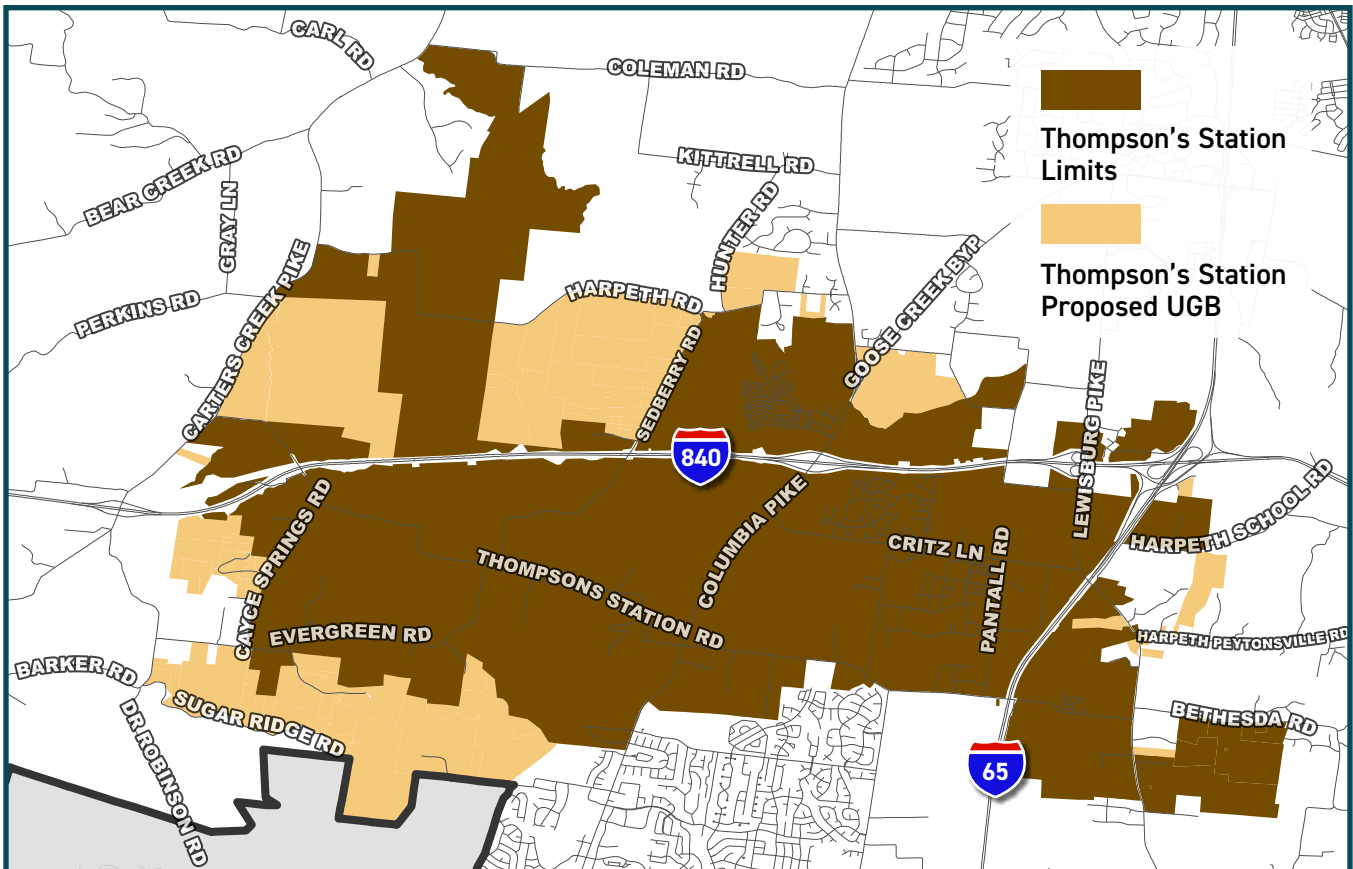
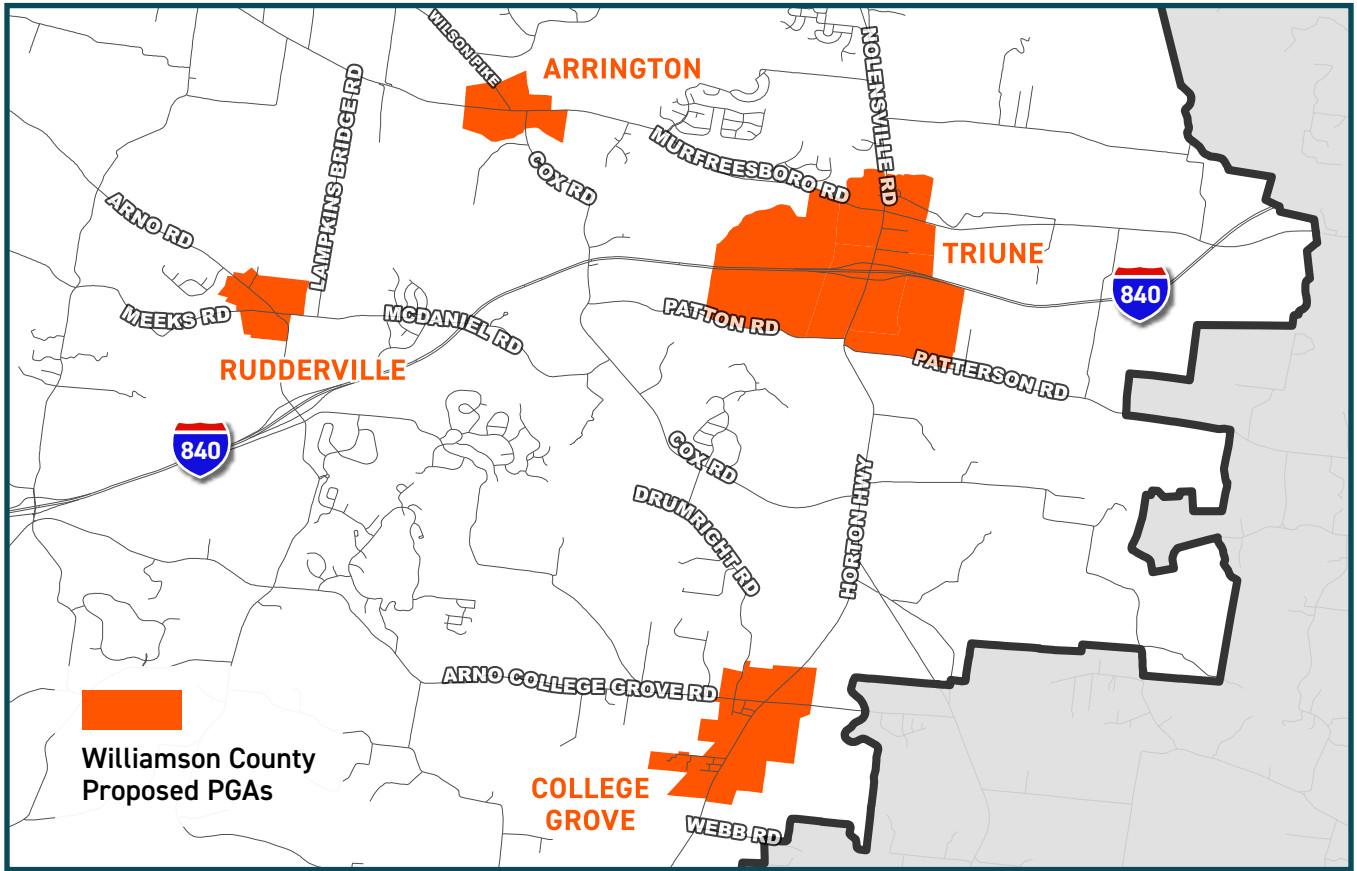
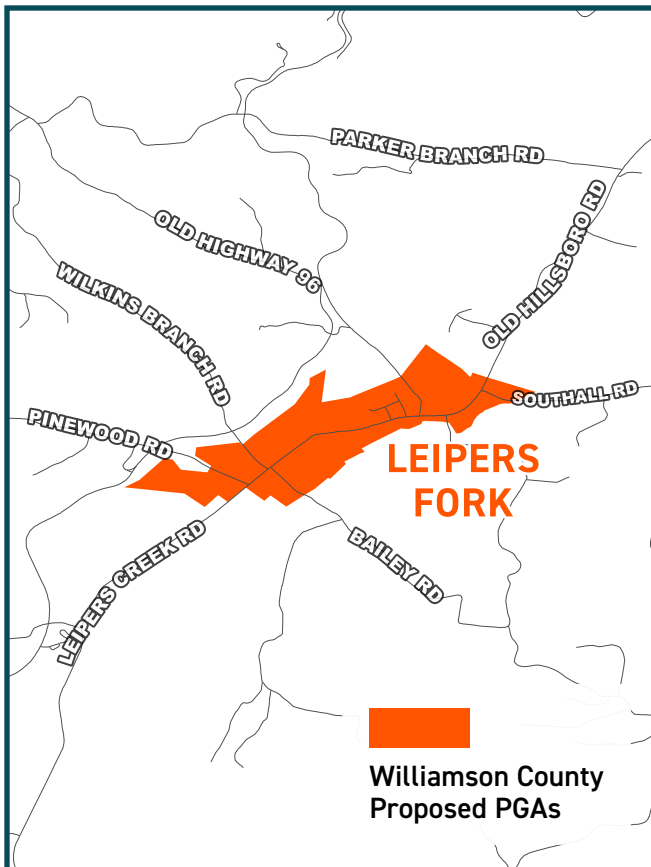


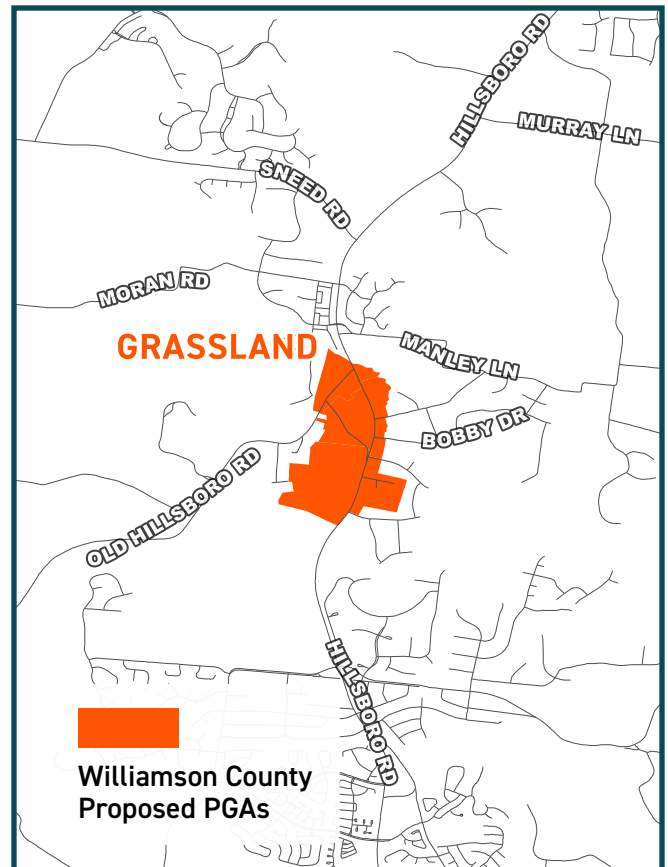
FIGURE 9: THOMPSON'S STATION GROWTH BOUNDARY MAP



10.1-3: WILLIAMSON COUNTY GROWTH AREA MAPS



10.2



10.3

Section 04: CONCLUSION

This Plan represents a collaborative vision for the location of future growth within Williamson County that can be served by adequate and timely infrastructure, thereby helping to preserve rural character in outlying areas. In addition to the Growth Plan Map, which defines these areas, the Plan contains Goals and Strategies geared toward helping the system of Urban Growth Boundaries (UGBs), Planned Growth Areas (PGAs), and Rural Areas work as effectively as possible.

The Plan is intended to be a fluid document and should be examined at least every five years to determine whether changing conditions warrant amendments to the Plan.



Section 05: APPENDIX

This Appendix consists of summaries from each jurisdiction that outline important factors that helped influence their modified Urban Growth Boundaries (UGB's) and, in the case of the County, its modified Planned Growth Areas (PGA's) and Rural Areas.

CITY OF BRENTWOOD

When the original Williamson County Urban Growth Boundary (UGB) plan was approved in 2001, the City of Brentwood intentionally planned to identify areas where the City could reasonably provide essential services, including utility services. Population projection and a cost-of-service analysis were completed based on Brentwood's then-existing zoning ordinance and long-range service plans.

Since then, the City's long-term infrastructure planning efforts have been based on the eventual build-out of this original Brentwood UGB area under the City's existing low-density land development standards. In addition, Brentwood is unique in Williamson County, given that it is essentially landlocked on three of its borders, with Metro Nashville to the north, Franklin to the south, and Nolensville to the east. To the west, topography limits the extent to which the City could reasonably provide services. The Brentwood Planning Commission adopted an updated Comprehensive Plan in October 2016, after numerous public meetings and surveys to gather information regarding the future plan. The proposed UGB boundaries are consistent with the Brentwood 2030 Comprehensive Plan.

In 2020, the Census certified Brentwood's total population at 45,373 persons, up from 37,060 persons in 2010---a decade increase of 22.4%. Compared to the 1980s and 1990s, the growth rate has slowed. Brentwood is a mature community and one of the older suburbs of Nashville, with most growth occurring early in the City's establishment (1969). Moving forward, the geographical constraints and low-density design standards limit Brentwood's potential population growth.

Given these factors and the desire not to promote further development in areas where the City controls utility services, Brentwood has elected not to propose any significant alteration of its remaining UGB area as part of this update to the Williamson County Growth Plan. The only proposed changes are housekeeping in nature. Two small portions of property north of Maxwell Lane, currently in the Town of Nolensville, are proposed to be removed from the Brentwood UGB. The second proposed update is to correct a gap where there appears to have been a mapping error in the past to include a small portion of a parcel along the north side of Sam Donald Road into Brentwood's UGB. A Public Hearing regarding the proposed Brentwood UGB was held on July 5, 2023, at the Brentwood Planning Commission and a second Public Hearing was held on July 10, 2023, at the Brentwood Board of Commissioners meeting. There were no public comments received at either meeting.

CITY OF FAIRVIEW

In 2021, the City of Fairview's planning staff and elected officials began studying the community's growth trends to identify an updated urban growth boundary. Understanding the terrain and environmental constraints of the region, in addition to the desire to retain a rural character within the City, the urban growth boundaries, as shown, will allow Fairview to grow while being mindful of agricultural lands, environmentally sensitive areas, and the abundance of forested parcels throughout the northwestern corner of Williamson County.

Concentrating on past, current, and projected growth trends, the City of Fairview is growing at a rate just shy of the growth of Williamson County as a whole. Fairview's growth rate in the last seven years has been 2.4% compared to Williamson County's growth rate of 2.85%. Using these recent figures, Fairview's twenty (20) year population projection estimates adding 7,399 residents, a roughly 84% increase to Fairview's current population of 8,763.

The City of Fairview identified reasonably compact territories yet sufficiently large to accommodate residential and nonresidential growth projected to occur during the next twenty (20) years. A common goal was to focus on parcels of property that are contiguous to the existing boundaries of the municipality and that a reasonable and prudent person would project as the likely site of high-density commercial, industrial, and/or residential growth over the next twenty (20) years based on historical experience, economic trends, population growth patterns, and topographical characteristics.

Every city has an identity, and for many years Fairview has been known as a rural community. With a pocket of industrial uses and a small but spread out "main street," the City has had little commercial and industrial growth. The proposed urban growth boundary, along with the Fairview Forward Plan, has identified and will make available several parcels near the interstate interchanges for high-density growth and industrial development. Utilizing current properties within the City and annexing additionally needed parcels, adequate land is available for new and reused commercial and industrial space.

CITY OF FRANKLIN

Franklin has consistently experienced fast-paced growth over the last 30 years, a trend projected to continue. Between 2010 and 2020, the City's population grew from 62,487 to 83,452, a 33.6% increase. In 2013, the US Census Bureau named Franklin the 14th fastest-growing City in the nation for cities with a population over 50,000. Then in 2017, the US Census Bureau identified Franklin as the fastest-growing City in Tennessee and the 8th in the nation. Overall, the City anticipates adding 43,000 residents by 2040.

Throughout the summer of 2021, an interdepartmental team of City staff began meeting weekly to analyze the Franklin Urban Growth Boundary (UGB). During these meetings, City of Franklin staff discussed reasonable infrastructure availability, extensions, needs, and costs associated with providing efficient and effective public services to territory within the UGB and for the territory proposed to be added. Environmental features such as floodplains, steep slopes, and agricultural lands wishing to remain working farms were all considered during the discussions and analysis. Development suitability, the cost to extend municipal services, population projections, and the study of necessary land uses to accommodate managed and strategic growth all factored into the preliminary staff recommendations for the updated UGB.

From a series of community meetings and a public survey, the City of Franklin staff engaged with citizens to raise awareness of the UGB study and provide feedback on the preliminary

recommendations. Several property owners made specific requests to be removed from the UGB and were allowed to present their unique circumstances publicly. Based on these presentations and feedback from the elected officials, adjustments to the boundary were made accordingly. The staff engaged the Franklin Board of Mayor and Aldermen at six public work session meetings for their input and guidance throughout the fall of 2021 and the spring of 2022. Additionally, the staff engaged the Franklin Municipal Planning Commission and Franklin Board of Mayor and Aldermen at two joint public workshops during the fall of 2021. The City also held two required public hearings in 2023 with accompanying Resolution 2023-44 to recommend approval for the proposed UGB. The first public hearing was held by the Franklin Municipal Planning Commission on July 27, 2023 and the second was held on August 8, 2023 by the Franklin Board of Mayor and Aldermen. The result was an amendment to Resolution 2023-44 to advocate that a defined area proposed for removal from Franklin's UGB along West Harpeth Road remain outside of any jurisdiction's UGB.

The City of Franklin is proposing changes to its UGB to accommodate additional land suitable for projected commercial, industrial, and residential growth over the next twenty years. Due to continued growth and development along the I-65 corridor, the City proposes a compact and contiguous expansion of the UGB south of Long Lane and east of I-65. Through the referendum process, the City has annexed properties outside of the UGB in this area, and city services and infrastructure can be extended to support additional growth. A coordinated study of land uses and infrastructure is ongoing for the territory recommended to be added. The City is also proposing a reduction of the UGB north of New Highway 96 West, along US 31 Columbia Pike, and also along Carters Creek Pike and Southall Road. Minor adjustments along the fringes of the UGB have been made so the proposed boundary follows parcel lines. In total, the City of Franklin proposes adding approximately 2,173 acres to the UGB and removing approximately 2,534 for a net loss of 361.

TOWN OF NOLENSVILLE

The Town of Nolensville has taken a reasonable, measured, and sustainable approach when considering where to expand our Urban Growth Boundary (UGB). The Town's goal while developing new UGB boundaries is to retain its small-town character, scenic value, and ecological quality, while accommodating carefully controlled growth. We have received community input and requested the advice of our Planning Commission and Board of Commissioners on our proposed UGB boundaries. A community workshop and public hearings were conducted as follows:

- Community Workshop – Thursday, June 29, 2023 at 6:30pm
- Planning Commission Public Hearing – Tuesday, July 11, 2023 at 6:30pm
- Board of Commissioners Public Hearing – Thursday, August 3, 2023 at 6:30pm

In our study of the practical options, two approaches resulted as prime candidates for compact and contiguous UGB expansion and future annexation. The first is the expansion to the southwest,

which is bisected by a property that has already been annexed, and this will serve to simplify the boundaries of our Town. The second expansion to the south will extend the current UGB along US 41A, the major arterial road that serves our community. Both choices are the most logical next steps in expanding the Town of Nolensville.

Our community has recently adopted a new zoning ordinance and zoning strategy map, which will increase our population and the ability to supply improved public safety services and an enhanced transportation system. According to our current data, our population grew 110% from 2000-2010 and 135% from 2010-2020, to a total population of 13,829. With this population growth in mind, the expansion of the UGB, coupled with our new zoning ordinance and map, these factors will allow us to manage and control growth well into the future and ensure we can provide a high-quality and safe environment for future generations.

Our current UGB expansion proposal is the most efficient and cohesive approach we can implement that will ensure additional land suitable for projected commercial, industrial, and residential growth over the next twenty years while allowing us to expand efficiently and effectively. Not just growth to create economic sustainability but growth that allows us to expand our greenway system, create more

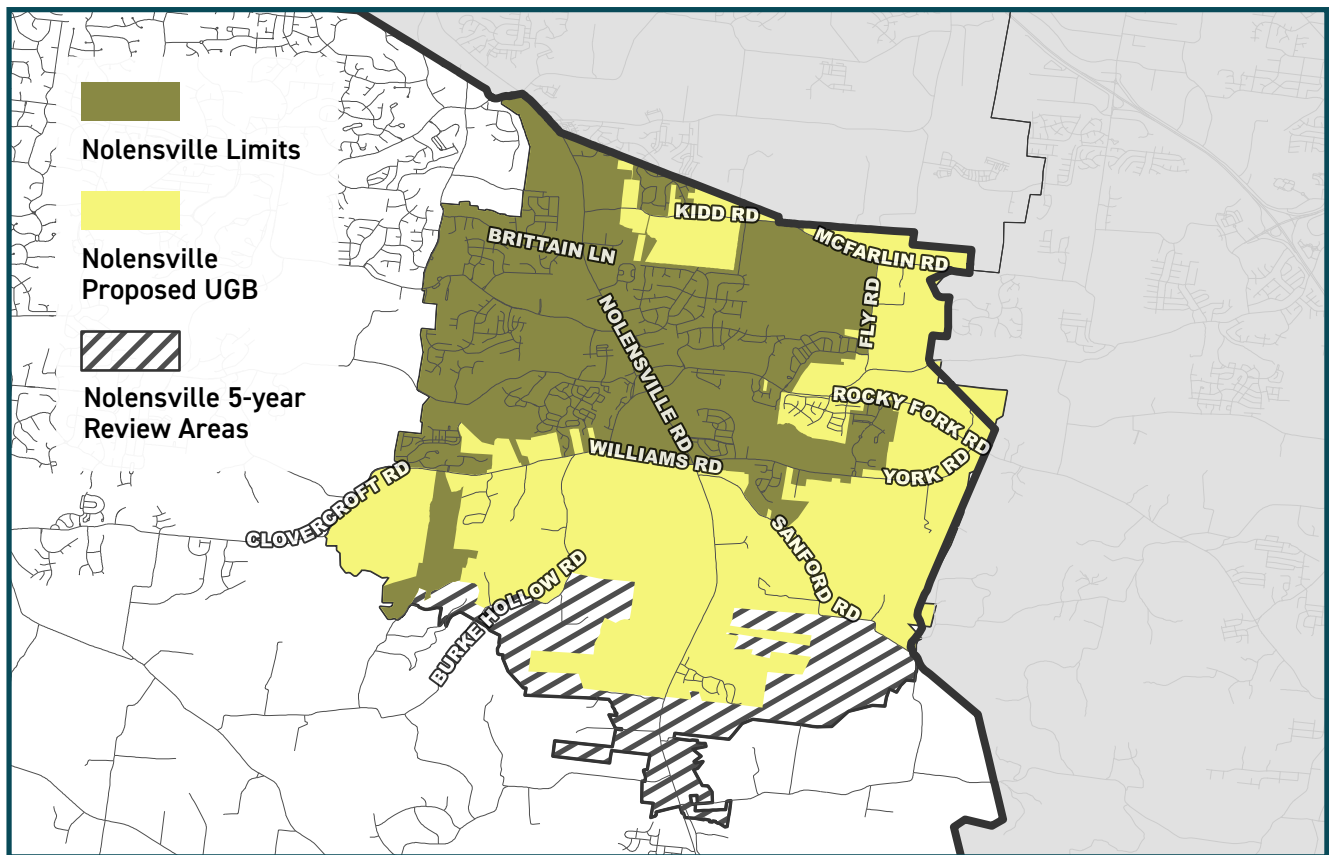


FIGURE 11: NOLENSVILLE 5-YEAR REVIEW AREA MAP

active and passive open space areas, preserve existing trees and creeks, improve our transportation system and address stormwater impacts. As we expand our Urban Growth Boundaries in the future, we will adhere to the values, goals, and objectives established by the Board of Commissioners. Regardless of where expansion occurs, it will be done in a sustainable manner that benefits the entire Town and respects our surroundings.

As part of the Five-year Growth Plan Update, the Town of Nolensville will review and consider the growth pressures in the areas shown on the map (page 23).

CITY OF SPRING HILL

The City of Spring Hill began planning for an update to the Williamson County Urban Growth Boundary (UGB) Plan in the Summer of 2021. To determine the proposed boundary of the Williamson County, Spring Hill UGB, city staff utilized current development trends, development requirements for water-sewer capacity, analyzed existing drainage basins based on topography, the development of the I-65 interchange at June Lake Blvd., consideration of adopted planning documents (such as but not limited to the 2040 Spring Hill Rising Comp Plan), and the continuity of the currently adopted Maury County UGB with any additional UGB established within Williamson County. The UGB update is crucial to managing Spring Hill's future growth as the city transitions from a bedroom community to a self-supported city.

Spring Hill has grown by 64.9% from 2011 to 2020, with an average annual growth of 7.2%. The City's UGB Update utilized assumed growth rate projections of 3.6% and 7.2%. The ten-year growth projections show a city of 79,194 persons in 2030 at a 3.6% growth rate and 123,620 persons at a 7.2% growth rate. This growth range forms the basis for the City's Growth Plan Report and the proposed expansion of the UGB.

The City of Spring Hill hosted a series of stakeholder meetings for UGB public input. Two in-person meetings were held at City Hall in October 2021. The public input resulted in collaborative discussion between the City, City residents, and unincorporated County residents. Following the public engagement meetings, findings were summarized and presented to both the City of Spring Hill Planning Commission and the Board of Mayor and Aldermen for consideration and further input. The initial Spring Hill Williamson County UGB was submitted to the coordinating committee in August 2023. After review by the coordinating committee and input from county stakeholders, the City of Spring Hill held additional public hearings that allowed additional collaboration in September and October of 2023. The outcome of these public hearings in 2023 resulted in a revised UGB map that considered the county stakeholders' needs and the city's vested interest in responsible growth.

The BOMA-recommended version of the City of Spring Hill's expanded Williamson County Urban Growth Boundary Map offers the City's intention for reasonable and smart growth over the next 5-20 years. The boundary was defined based on growth projections, existing drainage basins, the consistency with the existing boundaries of the City of Spring Hill's Maury County UGB, and

a Williamson County Urban Growth Boundary expansion that can accommodate and manage the future growth of the City efficiently and effectively while ensuring that the proposed Urban Growth Boundary is sufficiently compact so as to not contribute to leapfrog and noncontiguous development patterns and to protect rural and agricultural lands. Areas east of Interstate 65 at the new June Lake Boulevard interchange were included in Spring Hill's urban growth boundary as a likely area of growth within the next five years as Spring Hill focuses on economic development and commercial projects that will balance its tax base that is currently heavily weighted toward residential properties.

TOWN OF THOMPSON'S STATION

The Town of Thompson's Station began planning for the Williamson County Growth Plan update in the Spring of 2021. The Growth Plan Update is part of several parallel planning efforts currently underway in the Town, which have informed and underpinned the Town's overall planning and analysis related to the study of the Town's Urban Growth Boundary (UGB). The Growth Plan Update process was a timely addition to the Town's overall growth, development, and preservation planning process and was embraced as such by the elected and appointed officials, as well as Town Staff.

The Town of Thompson's Station has experienced tremendous growth over the past twenty years since the adoption of the current Williamson County Growth Plan in 2001. The 2020 Census certified a total population of 7,485 persons, up from 1,946 persons in 2010---resulting in a staggering 241% increase. This triple-digit, historic growth rate makes population forecasting and projections difficult. Therefore, the Town's Growth Report Update uses a series of linear growth projections across a more conservative 3.5% growth rate and an earnest 8% growth rate to create a growth projection range for the Town's growth through 2040. The 2040 growth projections show a Town of 14,893 persons in 2040 at a 3.5% growth rate and 24,887 persons at an 8% growth rate. This growth range forms the basis for the Town's Growth Plan Report and the areas studied to expand the UGB.

The Town's first action in the planning process was public outreach and engagement. At the very beginning of the planning process, the Town hosted a series of in-person and virtual meetings over the Summer and Fall of 2021. Two in-person meetings were held at Thompson's Station Community Center in July 2021 and August 2021. The third public meeting was planned to be held in person, but the delta surge of the coronavirus forced the Town to shift that meeting to a virtual meeting in September 2021. As the planning process concluded, the Planning Commission held the first of the Town's required Public Hearings on the Town's revised UGB map on July 25, 2023, and the Board of Mayor and Aldermen held the second and final Public Hearing on August 8, 2023. The public input garnered throughout the planning process resulted in a robust discussion between the Town and our neighbors in the unincorporated County and led to direct changes and revisions to the Town's overall growth plan and UGB based on this feedback.

The final version of the Town of Thompson's Station expanded Urban Growth Boundary Map offers the Town's intention for balanced and additional land suitable for projected commercial, industrial, and residential growth over the next five years. Based on growth projections, it includes

the extent of the Town's Urban Growth Boundary expansion to accommodate and manage growth efficiently and effectively, while ensuring that the proposed Urban Growth Boundary is sufficiently compact and contiguous to promote reasonable and logical development patterns and protection of rural and agricultural lands.

WILLIAMSON COUNTY

The current Planned Growth Areas (PGA's) were created at a time when the Grassland area (PGA's 1, 2 and 3) and the Triune area (PGA-5) were projected to accommodate a suburban- level of development.

The Williamson County Comprehensive Land Use Plan (Comp Plan), which is the County's chief policy document related to growth and development matters, was amended in 2020. The Comp Plan makes very specific land use recommendations for the unincorporated County and specifies where growth should, and should not, occur. The Comp Plan calls for a reduction in density outside of Urban Growth Boundaries, except within designated Villages and Hamlet areas. It is the County's intention that the proposed PGA's and Rural Areas reflect the Land Use Plan recommendations of the Comp Plan.

As such, the County is proposing the following six PGAs:

- **Triune** (coinciding with the TCA-2, TCA-3 and TCA-4 Zoning Districts);
- **Grassland** (coinciding with the GV-1, GV-2, GV-3 and GV-4 Zoning Districts);
- **Leiper's Fork** (coinciding with the LFV Zoning District);
- **College Grove** (coinciding with the CGV Zoning District);
- **Arrington** (coinciding with the Study Area for the Arrington Special Area Plan); and
- **Rudderville** (coinciding with the Hamlet Zoning District that exists surrounding the Arno Road/McDaniel Road intersection).

Based on economic trends, population growth projections/patterns, and topographical considerations, the County believes that the proposed PGA's are necessary and appropriate to accommodate additional development and are the logical and likely locations for higher density (relative to the Rural Areas) residential, commercial and limited industrial uses, provided such development occurs in a way that is consistent with adopted Special Area Plans. The proposed PGA's are reasonably compact yet sufficiently large to accommodate this additional development over the next 20 years.

The County also believes that the proposed Rural Areas will allow for the improved management and preservation of natural resources and agricultural uses and are necessary in order to manage urban growth within the County. Based upon their size and location, it is unlikely that any of the PGA's will become municipalities or be annexed by an existing municipality over the next 20 years.

Population Projections

The County is projecting a population increase of approximately 23,000 (from 54,871 to 78,331) people in the unincorporated area by the year 2040. This projection is consistent with University of Tennessee projections.

Cost of Services

One of the key elements that was instrumental in identifying a preferred land use policy in the Comprehensive Plan update process was evaluating the fiscal impacts associated with various land use scenarios. This analysis concluded that implementing the land use policy recommended in the Comp Plan (which is the basis for the recommended PGA's and Rural Areas) would result in an approximately \$3.5 billion savings to the County in providing services outside of UGB's, as compared to the previous land use policy.

Public Feedback

As mentioned previously, the recommendations and vision of the County's recently-adopted Comprehensive Plan is the foundation for the proposed PGA's and Rural Areas described in this report. That process included a robust public involvement component, resulting in hundreds of citizens providing meaningful input. Since that time, the County has solicited public input on the proposed PGA's and Rural Areas through a dedicated website where citizens could provide feedback.

Public Hearings were held on July 13 and August 14.



ORDINANCE 2024-10**AN ORDINANCE TO AMEND TITLE 4, CHAPTER 2, PERSONNEL RULES AND REGULATIONS AND TO ADOPT THE FAIRVIEW POLICY MANUAL FOR THE CITY OF FAIRVIEW, TN**

WHEREAS, the City of Fairview has previously adopted personnel policies as provided in Ordinance #615 adopted April 6, 2006 (as amended) and by Ordinance #875 adopted May 7, 2015 and amended last by Ordinance 2023-04 adopted May 4, 2023; and

WHEREAS, the City Commission desires to repeal the current personnel policy in its entirety along with all prior personnel policies and amendments thereto to adopt the new Fairview Policy Manual for the City of Fairview; and

WHEREAS, the City Commission recognizes the importance of adopting a policy manual (Personnel Rules) for the management of the employer-employee relationship; and

WHEREAS, the purpose of such Policy Manual is to establish a high degree of understanding and cooperation among the City of Fairview employees, which comes from the application of good procedures in personnel administration, and to provide standard policies for all employees; and to provide uniform policies with all the benefits such a program ensures without regard to memberships in protected classes; and

WHEREAS, from time-to-time new technologies, changes in state and federal legislations, or emerging managerial practices dictate the need to revise and update such policies and procedures.

NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FAIRVIEW, TENNESSEE AS FOLLOWS:

Title 4, Chapter 2, Personnel Rules and Regulations, Section 4-201, is hereby repealed in its entirety and replaced with the following:

4-201. Fairview Policy Manual. The City Commission, by ordinance, may establish and revise a system of personnel rules and regulations. Such rules and regulations shall be maintained by the City Manager and made available to all departments and employees.

This ordinance shall become effective immediately upon its passage the public welfare requiring it.

Passed on First Reading this 6th day of June, 2024

Passed Second Reading this _____ day of _____, 2024

Lisa Anderson, Mayor

Rachel Jones, City Recorder

Patrick M. Carter, City Attorney

RESOLUTION 29-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE (1) CITIZEN TO THE PLANNING COMMISSION

WHEREAS, Tenn. Code Ann. § 13-4-101 states “the chief legislative body of any municipality, whether designated board of aldermen, board of commissioners or by other title, may create and establish a municipal planning commission. Such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body. One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body; and

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the City of Fairview Municipal Planning Commission has been established to consist of nine (9) members, including the mayor of the municipality and one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizen to the Planning Commission with the associated terms of service:

- 1. _____ (*Term Beginning 7/1/2024 and Ending 6/30/2027*)

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

PLANNING COMMISSION APPLICANTS

1. Anderson, Mike
2. Bufalini, Don
3. Campagna, Cameron (not currently a Fairview resident)
4. King, Will

RESOLUTION 30-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE (1) CITIZEN TO THE PARKS AND LANDSCAPE BOARD

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions, and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the Parks and Landscape Board was created by Ordinance 2024-07 on the 2nd day of May 2024; and

WHEREAS, the Parks and Landscape Board was created as a volunteer board of nine (9) members (8 qualified citizens and 1 city commissioner); and

WHEREAS, the Parks and Landscape Board will endeavor to include representatives from The Friends of Bowie Park, The Fairview Historical Commission, and The American Legion Post 248.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizen to the Parks and Landscape Board with the associated terms of service:

1. _____ (*Term Beginning 7/1/2024 and Ending 06/30/2025*)

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

TO: Board of Commissioners

RE: City of Fairview Parks and Landscape Board

DATE: May 28, 2024

Effective June 30, 2024 I will be stepping down as Friends of Bowie Nature Park's rep to the Parks and Landscape Board.

I have enjoyed being on the different Boards over the years.

A handwritten signature in black ink that reads "Kathy Tarolli". The signature is written in a cursive style with a large, sweeping initial "K".

Kathy Tarolli
Friends of Bowie Nature Park and
City of Fairview Parks and Landscape Board

PARKS AND LANDSCAPE BOARD APPLICANTS

Kathy Tarolli resigned. The newly appointed member will serve the remainder of Ms. Tarolli's term.

1. Wright, Charlotte

RESOLUTION 31-24

A RESOLUTION AWARDDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, G & C SUPPLY CO. INC, FOR THE REMOVAL AND REPLACEMENT OF STREET SIGNS IN THE CASTLEBERRY FARMS NEIGHBORHOOD

WHEREAS, the City of Fairview recently solicited bids for the removal and replacement of street signs in the Castleberry Farms Subdivision within the corporate limits of the City of Fairview; and

WHEREAS, the city publicly advertised for bids with a bid opening date of June 3, 2024; and

WHEREAS, G & C Supply Co. Inc, is the lowest responsive and responsible bidder with a base bid of \$40,102.52.

NOW, THEREFORE BE IT RESOLVED the Board of Commissioners of the City of Fairview, Tennessee, accepts the bid submitted by G & C Supply Co. Inc, in the amount of \$40,102.52 and hereby authorizes the removal and replacement of street signs in the Castleberry Farms Neighborhood.

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 32-24

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS
APPROVING A SCHEDULE CHANGE FOR NOVEMBER 2024 MEETING DATES**

WHEREAS, the City of Fairview Board of Commissioners meets the first and third Thursdays of each month; and

WHEREAS, the November 21, 2024, meeting falls during the mayors conference; and

WHEREAS, the Mayor and Board of Commissioners wish to hold November 2024 meetings on November 7, 2024 and November 14, 2024.

NOW, THEREFORE, BE IT RESOLVED the Mayor and Board of Commissioners, of the City of Fairview, Tennessee, do hereby reschedule the November 21, 2024, Board of Commissioners meeting to November 14, 2024.

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

ORDINANCE 2024-11

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 57.9 (+/-) ACRES OF PROPERTY LOCATED AT 7281 NORTHWEST HIGHWAY, CONSISTING OF WILLIAMSON COUNTY TAX MAP 021, PARCELS 62.00 AND 63.00, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: NORTHWEST COVE, LLC.

WHEREAS, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 57.9 (+/-) acres of property consisting of Williamson County tax map 021, parcels 62.00 and 63.00, located at 7281 Northwest Highway from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Northwest Cove, LLC; and

WHEREAS, more specifically, the rezoning request is for a 14.7 (+/-) acre portion of tax map 021 parcel 63.00 and a 36.9 (+/-) acre portion of tax map 021 parcel 62.00; and

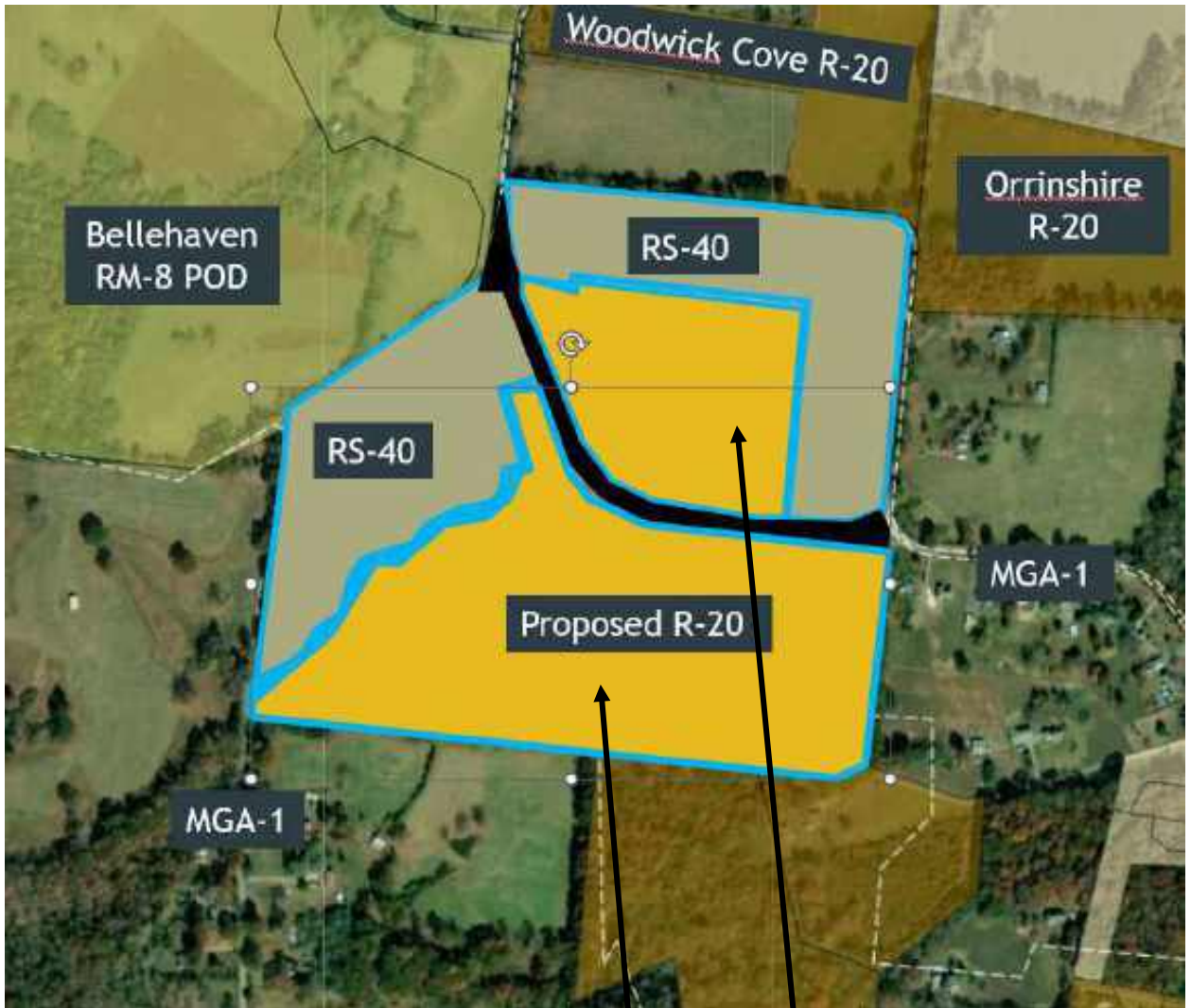
WHEREAS, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on June 11, 2024, with a **positive** recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 57.9 (+/-) acres of property consisting of Williamson County tax map 021, parcels 62.00 and 63.00, located at 7281 Northwest Highway, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Northwest Cove, LLC, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



7281 Northwest Hwy
Rezone 57.9 (+/-) Acres
Map: 021
Parcels: 62.00 & 63.00
Owner: Northwest Cove, LLC
Current Zoning: RS-40
Requested Zoning: R-20

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

Published for public notice on: _____ In: _____

RESOLUTION 33-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR 2332 FAIRVIEW BLVD

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City; and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for 2332 Fairview Blvd.

Passed and adopted this 20th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
2332 Fairview Blvd
Address: 2332 Fairview Blvd
MAP 47 PARCEL 4**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 20th day of JUNE 2024, by and between **THE CITY OF FAIRVIEW, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY** incorporated under the laws of the State of Tennessee, with its office and principal place of business in **WILLIAMSON COUNTY, Tennessee**, (hereinafter called the "CITY"), and the **RIVERSIDE PARK GP**, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as 2332 Fairview Blvd consisting of 1 BUILDING WITH 5 UNITS (hereinafter called the "PROJECT"); and

WHEREAS, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the 13th day of FEBRUARY, 2024 pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

WHEREAS, the project shall require a **Site Reclamation Bond** in the amount of **\$162,402 (ONE-HUNDRED AND SIXTY TWO THOUSAND, FOUR HUNDRED AND TWO DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide for the health, safety and welfare of those persons frequenting the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT. Said improvements may include, but not be limited to, sidewalks, storm water conveyance and detention systems, parking and vehicular access control features, landscaping buffers and the like; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the approved site plan and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the design embodied in the approved site plan creates unintended and potentially detrimental impacts upon the public infrastructure network of the CITY.

NOW, THEREFORE, in consideration of the CITY accommodating upon its network of infrastructure the vehicular traffic, storm water and other impacts generated by this PROJECT (subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the CITY of Fairview and the State of Tennessee), and

IN FURTHER CONSIDERATION of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, sidewalks, drainage improvements, access control features and other facilities in accordance with this agreement.

B. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Right of Entry

The CITY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to stabilize and secure the development site so as to protect the health and welfare of the general population.

D. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

E. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

F. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

G. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

H. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

I. Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

J. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the City to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY and a new agreement is issued naming the new owners as principal.

II. **TREE PROTECTION MEASURES**

A. Tree Protection Plan Required

The DEVELOPER shall cause to be prepared and submitted to the CITY a "Tree Protection Plan" as required by Ordinance 528. Such plan shall be prepared and approved prior to or in conjunction with plans for any use for which either a "Site Development Plan" or a "Master Development Plan" is required under applicable provisions of the Zoning Ordinance (Ordinance # 444).

B. Protective Measures Required

The DEVELOPER agrees that specific protective barriers and other applicable measures as specified in Section 13-406 (Protection of Existing Tree Cover) of Ordinance 528, and approved within the "Tree Protection Plan," shall be installed and/or erected prior to any tree removal activities or grading upon this site. The DEVELOPER further agrees that during all building, renovating or razing operations, such protective measures specified shall be maintained so as to prevent damage to said trees.

C. Development Activities Prohibited

it is understood and agreed that all development activities except those specifically permitted by the approved development plans that accompany this agreement shall be prohibited within the "tree protection zones" designated upon the approved development plans. It is further understood that all temporary construction activities including all digging, concrete washing, storage of construction material, debris or fill and parking of construction vehicles shall also be prohibited within designated "tree protection zones".

III. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, all parking and access controls and all other improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Subsection 14-103.3, (SITE DEVELOPMENT PLANS) of the Zoning Ordinance and any other details as requested by the CITY. In any instance where building construction is not proposed for a site but grading or filling activity is proposed that is sufficient to trigger the requirement for a grading plan such plan shall be prepared, submitted and approved in accordance with Subsection 14-103.4, (Grading Plans) of the Zoning Ordinance.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee design criteria. Storm water management and access controls shall be designed according to applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER.

IV. COMMENCEMENT OF CONSTRUCTION

No site grading or construction of improvements shall begin until the following events have occurred:

- A. The Plans are approved by the CITY, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

- B. If required, the review fee described in Paragraph I hereof, has been paid in full.
- C. The CITY shall have received an appropriately executed Site Development Agreement.
- D. The pre-construction conference described in the attached amendment to the Fairview Zoning Ordinance Article XIV, Subsection 14-102.1, hereof, has been held.
- E. A reclamation bond in the appropriate amount has been posted.
- F. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

V. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities, parking areas, travel ways, and access control features, elements of storm water drainage systems, landscaping features and other site features in strict accordance with the approved construction plans.

B. Utilities

As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and CITY specifications, all fire lines, sewer service, and all facilities, equipment and accessories relating, thereto, necessary to provide utility service to the Project. The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the development site. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities, both on and off site, brought about as a result of the development of the project.

C. Site Grading

1. The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved Erosion Control Plan and to comply with all rules, regulations and ordinances of the CITY.
2. The DEVELOPER further agrees to complete the work in compliance with an approved Geotechnical report for the Development. Said Geotechnical report shall be submitted to the CITY for review and approval and shall become a part of the construction documents for the Development. The approved Geotechnical report shall include the following:

- a. Specifications for the preparation of the site prior to placing of compacted fill material.
 - b. Specifications for material to be used as compacted fill.
 - c. Test methods to be used to determine the maximum dry density and optimum moisture content of the material to be utilized as compacted fill.
 - d. Maximum allowable thickness of each lift of compacted fill material.
 - e. Field test method for determining the in-place dry density of the bearing capacity of the compacted fill.
 - f. Minimum acceptable in-place dry density expressed as a percentage of the maximum dry density determined in accordance with item "c."
 - g. Number and frequency of field tests required to determine compliance with Item "d."
 - h. Recommended paving design.
 - i. Recommended maximum safety slopes for fills and embankments.
 - j. Any special construction required to protect the public health and safety.
3. The DEVELOPER, hereby, agrees to retain the services of a geotechnical engineering firm to monitor site work as required to assure compliance with the geotechnical report.
 4. The DEVELOPER, hereby, agrees that the Geotechnical report shall be submitted to the CITY prior to the DEVELOPER receiving any permit for construction of footings on compacted fill material.
 5. At the completion of construction, the Geotechnical engineer shall certify in writing that the work was witnessed by the Geotechnical engineer and performed in accordance with the Geotechnical report.

D. Storm Water Management

1. Erosion Control During Construction

To properly manage storm water runoff during the construction process the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the development as approved by the CITY in conformance with the published design standards and

specifications of the CITY. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be protected as required by the CITY to prevent erosion. In the event the CITY determines that necessary erosion control is not being provided by the DEVELOPER, the proper governing authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within fifteen (15) days after the notice then the proper governing authority shall make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work.

2. Design to Manage Flow

Any and all water courses lying partially or wholly within the bounds of this development shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this development, or of any adjoining property.

3. Design of Flow Management Structures

All storm water management structures necessitated by the plans for this development that affect any water course lying partially or wholly within this development are to be provided by the DEVELOPER.

4. Detention and Retention Facilities

All detention and retention facilities situated upon a development site shall be designed, constructed, and maintained in strict conformance with approved development plans. Once installed, no detention or retention element may be altered so as to reduce the storage capacity of such facility. All detention and retention facilities shall be maintained so as to ensure proper operation and safety.

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

The DEVELOPER, hereby, agrees to design and construct all parking areas and traffic circulation facilities to meet the design standards set out in the Zoning Ordinance. (See Section 9-104, Off Street Parking Lot Design Standards.) Points of access shall be installed as shown on the approved development plan and no further alteration or modification shall be permitted unless an amended site plan is approved.

2. Paving

Vehicular parking and maneuvering areas shall be paved in accordance with approved development plans. The types of material, cross sectional area and other characteristics of paving design shall be as approved in the development plans.

3. Handicapped Access

All sites and structures shall be designed and constructed so as to comply fully with all applicable provisions of The American Disabilities Act. The number and design of handicapped parking spaces shall be in accordance with Subsection 9-104.4, (Handicapped Parking) of the Zoning Ordinance.

VI. MODIFICATIONS DURING CONSTRUCTION

It is understood and agreed that all site construction and development activity shall proceed in strict compliance with the approved site plan. It is further understood that minor modifications in the terms and conditions of the approved site plan may be made from time to time as provided in Subsection 14-103.6, (Construction to Be in Accordance with Approved Plans) of the Zoning Ordinance. It is further understood that any proposed modification that is not permitted under these provisions may be approved only as an amendment to the development plan. Finally, it is understood that any modification in site construction or development activity which exceeds the limits for minor modifications permitted in Subsection 14-103.6, shall, unless approved as an amendment to the site plan, constitute a violation of this agreement and the Zoning Ordinance of the City and is punishable as provided in Article XIV, Subsection 14-108.3.

VII. INSPECTION AND COMPLIANCE

It is understood and agreed that the DEVELOPER on at least three (3) occasions during the time construction or development activity is taking place upon any site, shall be required to certify the correspondence between actual conditions existing upon such site and the depiction of those conditions upon approved development plans. Failure to present these certifications in a timely manner will result in issuance of a "stop work" order by the City. These certifications shall be performed and signed by a licensed surveyor employed by the DEVELOPER and shall be as follows:

- A. The first certification shall be presented when the building foundation is substantially complete. The surveyor shall certify the building location and the first floor elevation of the foundation.
- B. The second certification shall be presented when the site has been rough graded to the point where the drainage system has been installed and parking areas generally established. This certification shall indicate actual location and elevations upon the site

of all buildings, parking areas and drainage facilities (specifically including the location and elevation of inlet and outlet structures). The extent of correspondence between actual conditions found upon the development site and those depicted on the approved site plan shall be indicated.

- C. The final certification shall be presented when construction upon the site is substantially complete and the building is ready for occupancy. This certification shall indicate actual conditions upon the development site. To be included are all aspects of the development project, to include, but not be limited to:
- Location and dimensions of all buildings, parking areas, points of access to public streets and other site features.
 - Location and sizes of all utilities and storm drainage facilities as established on the site.
 - Location and material (to include plant names and size were specified) of all landscaping and site plantings.

VIII. EASEMENTS

Any development plan submitted which requires dedication of right-of-way or recording of any easements shall either be accompanied by a final plat of the property shown on said plan, or shall be accompanied by a legal instrument which is sufficient in form to record in the Register of Deeds Office. This document must be recorded in the Register of Deeds Office prior to issuance of a Certificate of Use and Occupancy.

IX. VIOLATIONS and REMEDIES

It is understood that this Development Agreement is adopted pursuant to authority granted to the City by Title 13, Sections 13-7-201 – 13-7-211, Tennessee Code, to develop and administer zoning laws and that any violation of such agreement shall constitute a violation of the Zoning Ordinance of the City. It is further understood that a violation of this Development Agreement is punishable as provided in Article XIV, Subsection 14-108.3, (Penalties for Violation) of said Zoning Ordinance.

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

X. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

ADDENDUM

Guaranty Agreement

SECTION 1

FOR VALUE RECEIVED, and in consideration of the commitments incurred or to be incurred in the SITE DEVELOPMENT Agreement or other commitments from time to time afforded or to be afforded to RIVERSIDE PARK GP, hereinafter called the "Developer") by or its successors, endorsees, transferees and assigns (all of which are hereinafter called "Developer"), the undersigned, hereby guarantees the full and prompt payment to the City of Fairview, Tennessee, hereinafter called City, at all times hereafter of any and all indebtedness, obligations and liabilities of every kind and nature now or hereafter owing pursuant to the SITE DEVELOPMENT Agreement.

("SITE DEVELOPMENT, Agreement") of even date herewith, executed by the Developer (all of which are herein collectively referred to as the "Development Agreement").

This guaranty shall be continuing, absolute and unconditional, and shall apply to and cover all renewals, extensions, and modifications of the Development Agreement.

In event of the dissolution, liquidation, insolvency (however evidenced) of, or institution of bankruptcy or receivership proceedings by or against, Developer, or any guarantor or surety of Developer for all or any part of the commitments provided in the Development Agreement, all of the Indebtedness resulting from the SITE DEVELOPMENT Agreement to the City then existing shall, for the purposes of this guaranty and at the option of City, immediately become due and payable from the undersigned; and, in such event, any and all sums or payments of any nature which may be or become due and payable by the Developer to the City are hereby assigned to the City, and shall be collectible by the City, without necessity for other authority than this instrument, until all such Indebtedness of the Development to the City shall be fully paid and discharged, but such collection by City shall not in any respect affect, impair or diminish any other rights of City hereunder.

City may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of said Indebtedness, and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said Indebtedness shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as though such assignee, transferee or holder were herein by name given such rights, powers and benefits.

In the event City is required at any time to refund or repay to any person for any reason any sums collected by it on account of the obligations subject to this guaranty, the undersigned agrees all such sums shall be subject to the terms of this guaranty, and City shall be entitled to recover such sums from the undersigned notwithstanding the fact that this guaranty may have previously been returned to the undersigned or that undersigned may have previously been discharged from further liability under this guaranty.

No act or omission of any kind, or at any time, on the part of City in respect to any matter whatsoever shall in any way affect or impair this guaranty. This guaranty is in addition to, and not in substitution for or discharge of, any other guaranty held by City.

This guaranty and every part thereof shall be binding upon the undersigned, [jointly and severally,] and upon his [her] [its] [their] respective heirs, legal representatives, [successors] and assigns, as fully as though everywhere specifically mentioned, and shall be construed according to the laws of the State of Tennessee. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the use of any gender shall be applicable to all genders. This guaranty is severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

SECTION 2.

Guaranty Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor;

(b) any modification or amendment of or supplement to any promissory note, loan agreement, contract, or other agreement, including, without limitation, any such amendment which may increase the amount of the Guaranteed Obligations guaranteed hereby;

(c) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any Collateral or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect Collateral for the Guaranteed Obligations;

(d) any change in the corporate, [partnership or other existence,] structure or ownership of the Borrower or any Other Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Guarantor, or any of their respective assets or any resulting release or discharge of any obligation of the Guarantor;

(e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the City, any Other Guarantor, or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any Collateral or any part thereof, or any other invalidity or unenforceability relating to or against the City or any Other Guarantor, for any reason related to any provision of applicable law or regulation purporting to prohibit the payment by the Guarantor;

(g) the failure of any Guarantor to take any steps to perfect and maintain any liens or security interest in, or to preserve any rights to, any Collateral, if any;

(h) the election by, or on behalf of, any Guarantor, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code Annotated ([11 U.S.C.A. § § 101](#) et seq.) (The Bankruptcy Code), of the application of [§ 1111\(b\)\(2\) of the Bankruptcy Code](#);

(i) any borrowing or grant of a security interest by the Guarantor, as debtor-in-possession, under [§ 364 of the Bankruptcy Code](#);

(j) the disallowance, under [§ 502 of the Bankruptcy Code](#), of all or any portion of the claims of any Guarantor for repayment of all or any part of the Guaranteed Obligations;

(K) The failure of any Other Guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(l) any other act or omission to act or delay of any kind by the Guarantor, any Other Guarantor, any Lender or any other Person or any other circumstance whatsoever which might constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

[Signature]
OWNER/ Guarantor

DEVELOPER/ Guarantor

PRESIDENT
TITLE

TITLE

ATTEST:

ATTEST:

Michele Bretschneider

Office Manager
TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE