



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, August 28, 2025

3:30 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
July 24, 2025 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Ordinance 2025-24, An Ordinance To Amend Title 23 Of The City Of Franklin Municipal Code To Revise Definitions, Clarify Requirements, And To Correct Grammatical And Typographical Errors In The Stormwater Management Ordinance

Sponsors: Paul Holzen, Jeff Willoughby

4. Consideration Of Ordinance 2025-31, An Ordinance To Establish A No-Parking-Anytime Zone Along The South Side Of Alpha Drive From Beta Drive East To And Around The Extents Of The Cul-De-Sac

Sponsors: Paul Holzen, Adam Moser
5. Consideration Of DRAFT Resolution 2025-67, A Resolution Declaring An Existing Section Of Pedestrian Access Easement In The Stream Valley PUD Subdivision Generally Located In Between Lots 282 & 283 Of The Stream Valley PUD Subdivision Section 9 As Surplus Property And Authorizing Its Disposal By The City Administrator

Sponsors: Paul Holzen
6. Consideration Of DRAFT Resolution 2025-68, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Corporate Centre Drive Generally Located North Of Cool Springs Blvd And West Of Carothers Parkway As Surplus Property And Authorizing Its Disposal By The Mayor And City Administrator

Sponsors: Jimmy Wiseman
7. Consideration Of Amendment 1 To COF Contract No. 2017-0293, With Ford Colletta, LLC, For Road Impact Offset Agreement For An Amount Not To Exceed \$1,659,193

Sponsors: Paul Holzen, Jimmy Wiseman
8. Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project

Sponsors: Paul Holzen
9. Consideration Of COF Contract No. 2025-0312, With Tennessee Department Of Transportation (TDOT) For Mack Hatcher Parkway Multi-Use Trail

Sponsors: Paul Holzen
10. Capital Projects Dashboard And Status Updates For August 2025

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Meeting Minutes

Capital Investment Committee

Thursday, July 24, 2025

3:30 PM

Williamson County
Auditorium

CALL TO ORDER

Chair Greg Caesar called the meeting to order at 03:30 PM

Board Members Present: Greg Caesar, Brandy Blanton, Matt Brown, Beverly Burger

Board Members Absent: None

Staff Present: Eric Stuckey, Mark Hilty, Cayce Anderson, Paul Holzen, Michelle Hatcher, Jonathan Marston

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
 - i. **Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote**
 - ii. **Proposed Changes To The Agenda**
 - iii. **Approval Of Agenda As Submitted Or Changed**

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Set the Agenda as Submitted. The motion passed 4-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
May 22, 2025 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Brandy Blanton, seconded by Vice Chair Beverly Burger to Approve the May 22, 2025 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS

3. **Consideration Of DRAFT Resolution 2025-57, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "East McEwen Drive Phase 5 Improvements Project"**

Sponsors: Paul Holzen, Jonathan Marston

A motion was made by Vice Chair Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 4-0.

4. **Consideration Of COF Contract No. 2025-0251, With C&T Engineering For The Construction Inspection Services For Ewingville 48" FRP (Hobas) Emergency Repair**

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

OTHER BUSINESS**ADJOURN**

A motion was made by Alderman Brandy Blanton, seconded by Vice Chair Beverly Burger to Adjourn the Meeting. The motion passed 4-0.

Meeting Adjourned @ 04:06 PM

Greg Caesar, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 8/21/25,
11:48AM



File #: 21-01001

DATE: August 6, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jeff Willoughby, Stormwater Coordinator

SUBJECT:

Consideration Of Ordinance 2025-24, An Ordinance To Amend Title 23 Of The City Of Franklin Municipal Code To Revise Definitions, Clarify Requirements, And To Correct Grammatical And Typographical Errors In The Stormwater Management Ordinance

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-24.

BACKGROUND/STAFF COMMENTS:

The City of Franklin's Stormwater Ordinance (FMC Title 23) outlines the policies and regulatory framework required to maintain compliance with the City's Municipal Separate Storm Sewer System (MS4) permit, as issued by the Tennessee Department of Environment and Conservation. This ordinance serves to protect, preserve, and enhance Franklin's natural environment while promoting public health, safety, and general welfare by regulating pollutant discharges into the municipal stormwater system and improving the quality of receiving water resources.

In practice, staff has encountered challenges in collecting civil penalties from permittees. To strengthen accountability, Ordinance 2025 includes a key revision: permittees will remain under a stop work order until all outstanding civil penalties are paid in full. Additional updates in Ordinance 2025 include refined definitions, clarification of existing requirements, and correction of grammatical and typographical errors to improve clarity and enforceability. A redline version of the ordinance has been included to help highlight the proposed changes.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Ordinance 2025-24 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2025-24

AN ORDINANCE TO AMEND TITLE 23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL ERRORS IN THE STORMWATER MANAGEMENT ORDINANCE.

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

WHEREAS, the Board of Mayor and Aldermen desires to prescribe regulations and standards to manage Stormwater runoff within the City to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, the City of Franklin's Stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the City of Franklin desires to exceed MS4 control measures, where practicable, beneficial, and economical, to provide a high quality of life and clean water to its citizens; and

WHEREAS, the Board of Mayor and Aldermen desire to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 of the Franklin Municipal Code – Stormwater Management – is hereby deleted in its entirety and replaced with the following:

TITLE 23 - STORMWATER MANAGEMENT

CHAPTER 1. - STORMWATER MANAGEMENT

Sec. 23-101. - Title and purpose.

This Title shall be known as the "Stormwater Management Ordinance" for the City of Franklin, Tennessee it is the purpose of this Chapter to:

- (a) Protect, maintain, and enhance the environment of the City of Franklin, Tennessee, and the public health, safety and the general welfare of the citizens, by controlling discharges of Pollutants to the City's Stormwater system and to maintain and improve the quality of the receiving Water Resources into which the Stormwater outfalls flow.
- (b) Enable the City of Franklin, Tennessee, to comply with the NPDES Permit and applicable regulations for Stormwater discharges.
- (c) Manage the manner in which Stormwater is addressed in areas of new Development and Redevelopment through the course of Construction and post-Construction to maintain or benefit water quantity, water quality, and the effects on the quality of life and character of the City of Franklin, Tennessee. This Ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials.

Sec. 23-102. - Jurisdiction.

- (1) This Title shall govern all properties within the corporate limits of the City of Franklin, Tennessee.
- (2) Exemptions:
 - (a) Agricultural land management activities shall be exempt from the provisions of this Chapter. Land Disturbances or discharges related to the Development or Redevelopment of Structures, Buildings, roads, and other impervious related areas shall not be exempt from EPSC practices or Stormwater quantity requirements set forth in this Title. Neither can this Title exempt any person(s) or properties from State or Federal requirements. Agriculture is not exempt from point-source pollution discharges unless authorized by an NPDES permit.
 - (b) Any Development or Redevelopment which meets all of the following conditions shall be exempt from having to obtain a Stormwater permit and Grading Permit and shall be exempt from having to comply with Riparian Buffer, Peak Runoff control and Green Infrastructure - runoff reduction requirements of this Title unless otherwise determined by the City Engineer. All other requirements set forth in Title 23 shall apply:
 - (i) Involves less than 10,000 square feet of Land Disturbance.
 - (ii) Involves less than 5,000 square feet of additional or modified existing Impervious Surface.
 - (iii) Development that is not part of a larger common Development or contiguous properties that may have been subdivided.
- (3) Critical lots as defined in the City's Zoning Ordinance
- (4) Critical Drainage Areas as determined by the City Engineer. This may exclude areas deemed by the City Engineer to be private drainage issues.
- (5) Single lot single family residences that add 5,000 square feet Impervious Surface or 10,000 square feet of Land Disturbance shall meet the City's Single Family BMP Manual requirements unless otherwise determined by the City Engineer.

Sec. 23-103. - Definitions.

For the purpose of this Chapter, unless specifically defined below, words or phrases shall be interpreted to have the meaning given by common and ordinary use as defined in the latest edition of

Webster's Dictionary. To give this Title its most effective application, words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" denotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

- (1) *Active Construction Sites*. Any Site that has a permit for Grading, Stormwater or other activities (even if actual Construction is not proceeding) and any Site where Construction is occurring regardless of permits required.
- (2) *Agriculture*. means:
 - (a) The land, Buildings and machinery used in the commercial production of farm products and nursery stock.
 - (b) The activity carried on in connection with the commercial production of farm products and nursery stock.
 - (c) Recreational and educational activities on land used for the commercial production of farm products and nursery stock.
 - (i) As used in this definition of Agriculture, the term "farm products" means forage and sod crops; grains and feed crop; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing; fruits; vegetables; flowers; seeds; grasses; forestry products; fish and other aquatic animals used for food; bees; equine; and all other plants and animals that produce food, feed, fiber or fur.
 - (ii) As used in this definition of Agriculture, the term "nursery stock" means all trees, shrubs, or other plants grown or kept for, or capable of, propagation, distribution, or sale on a commercial basis.
- (3) *Appeal*. A request for a review of the City Engineer's interpretation of any provision of these regulations.
- (4) *Best Management Practice* or *BMP*. Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling Pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, Maintenance procedures, and other management practices to prevent or reduce pollution of Water Resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. Also known as a Stormwater Control Measures (SCM)
- (5) *Bridge*. A manmade Structure spanning and providing passage over a waterway to allow for the conveyance of Stormwater flows. Spans of 10 feet or more are considered a Bridge.
- (6) *Building*. Any Structure built for support, shelter, or enclosure for any occupancy or storage.
- (7) *Channel*. A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined Channel.
- (8) *City*. The City of Franklin, Tennessee.
- (9) *City Engineer*. Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff.

- (10) *Clearing*. The removal of vegetation or disturbance of Soil. Removal of vegetation may be by cutting, clipping, spraying, or uprooting. Disturbance of Soil may be by Grading, compacting, or Erosion.
- (11) *Climax Successional Vegetation*. The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) *Compensatory Cut*. Excavated volume of material below the Floodplain elevation required to offset Fill in the Floodplain.
- (13) *Construction*. The process or act of erecting, building, repairing, remodeling, improving, demolishing, altering or modifying a Structure, road, utility, Bridge, or infrastructure.
- (14) *Culvert*. A manmade conveyance of Stormwater flows. This may include a pipe or other constructed conveyance of less than 20 feet.
- (15) *Cross-drain*. A Culvert used to convey flow under a road or other obstruction between Channels or surface flow.
- (16) *Critical Area*. A Site subject to Erosion or Sedimentation as a result of Clearing, cutting, Filling, Grading, or other disturbance of the Soil; a Site difficult to stabilize due to exposed subsoil, steep Slope, extent or exposure, and other conditions.
- (17) *Critical Drainage Areas*. Areas throughout the City in which there are current or historical drainage issues resulting from lack of Stormwater Management Features or infrastructure.
- (18) *Critical Service Roads*. Designated City evacuation routes or other access to facilitate police, fire, and emergency medical services to all existing and proposed Structures.
- (19) *Cut*. Portion of land surface or area from which earth has been removed or will be removed by Excavation; the depth below original ground surface to the excavated surface.
- (20) *Detention*. The temporary delay of storm runoff prior to discharge into receiving waters.
- (21) *Developer*. Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect Development of land for him/her or others.
- (22) *Development*. Any manmade change to improved or unimproved real estate, including, but not limited to, Buildings or other Structures, mining, dredging, Filling, Grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (23) *Drainage Well*. A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as "dry well" or "sinkhole."
- (24) *Ecological Integrity*. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.
- (25) *Encroachment (Riparian Buffer)*. Any human activity that impacts or disturbs the natural state of a Riparian Buffers soil or vegetation including but not limited to; Mowing, Clearing, Grading, Construction, storage, cutting, pruning, spraying, dumping, machinery tracking, etc.
- (26) *Engineer or Professional Engineer*. An Engineer duly registered, licensed, or otherwise

authorized by the State of Tennessee to practice in the field of civil engineering.

- (27) *EPSC*. Erosion Prevention/Sediment Control; see "Erosion Prevention" and "Sediment Control."
- (28) *Erosion*. The removal of Soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (29) *Erosion Prevention*. Practices implemented to prevent, through shielding, binding, or other mechanism(s), the suspension of Soil particles, often associated with Erosion Prevention and Sediment Control.
- (30) *Excavation*. See "Cut."
- (31) *Exotic Invasive Vegetation*. Vegetation that has been introduced from other regions and compete so successfully against native plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- (32) *Facility*. Something that is built, installed, or established to serve a particular purpose that makes an action, operation, or activity possible.
- (33) *Fill*. Portion of land surface or area to which Soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (34) *Flood or Flooding*.
 - (a) Water from a channel, ditch, river, Stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands, and which may affect other lands and activities through increased surface water levels and/or increased groundwater levels.
 - (b) Accumulation of water in areas as a result of increased runoff from upstream or downstream runoff.
- (35) *Floodplain*. The relatively flat or lowland area adjoining a river, Stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by Flood water. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year.
- (36) *Floodway*. That portion of the Stream Channel and adjacent Floodplain required for the passage or conveyance of a 100-year Flood discharge. The Floodway boundaries are placed to limit encroachment in the Floodplain so that a discharge can be conveyed through the Floodplain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities, and due consideration should be given to effects of Fill, loss of cross-sectional flow area and resulting increased water surface elevations.
- (37) *Functionally Dependent Facility*. A Facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port Facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.
- (38) *Grading*. Any operation or occurrence by which the existing Site elevations are changed; or where any ground cover, natural or manmade, is removed; or any watercourse or body of water, either natural or manmade, is relocated on any Site, thereby creating an unprotected

area. This includes Stripping, Cutting, Filling, stockpiling, or any combination thereof, and shall apply to the land in its Cut or Filled condition. Grading activities may only be performed with a Stormwater Management Permit and Grading Permit.

- (39) *Grading Permit*. A permit issued by the City Engineer that allows Grading on a parcel in accordance with this Title.
- (40) *Green Infrastructure*. The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (41) *Green Infrastructure Practices*. Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.
- (42) *Green Infrastructure Easements (GIE)* are exclusive easements defining areas set aside for the Construction, Maintenance, repair, monitoring, and other activities necessary for the furtherance of water quality features designated as Green Infrastructure Practices by the City of Franklin, and to provide public access to such features.
- (43) *Greenways*. Linear undeveloped areas linking various types of Development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (44) *Hot Spot*. An area where land use or activities generate highly contaminated runoff, with concentrations of Pollutants in excess of those typically found in Stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas, and restaurants.
- (45) *Illicit Connections*. Any drain or conveyance, whether on the surface or subsurface, which allows an Illicit Discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-Stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the City.
- (46) *Illicit Discharge*. Any discharge that is not entirely composed of Stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.
- (47) *Impaired Waters*. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List" or "Water with Unavailable Parameters"
- (48) *Impervious Surface*. A term applied to any ground or Structures surface that water cannot penetrate or through which water penetrates with great difficulty. Examples of Impervious Surfaces are, but not limited to the following: concrete, asphalt, wood, compacted gravel, rock, and metal surfaces.
- (49) *Land Disturbance*. Any tilling, digging, Grading, excavating, turning, or removal of Soil; grubbing, cutting, Clearing, or other removal of vegetation shall also be considered Land Disturbance.

- (50) *Land Surveyor*. A Land Surveyor duly registered, licensed, or otherwise authorized by the State of Tennessee to practice in the field of land surveying.
- (51) *Limited Areas*. Areas as defined by the City Engineer or his designee that Riparian Buffer Averaging may be applied.
- (52) *Inspection and Maintenance Agreement (IMA)*. A document recorded in the land records that acts as a property deed restriction, and which provides for long-term Maintenance of Stormwater Management Features.
- (53) *Long-Term Maintenance Plan (LTMP)*. A document that is attached to the Inspection and Maintenance Agreement that details specific instruction for Maintenance of Stormwater Management Features on-site.
- (54) *Maintenance*. Any activity that is necessary to keep a Stormwater Management Feature in good working order so as to function as designed. Maintenance shall include complete reconstruction of a feature if reconstruction is needed in order to restore the feature to its original operational design parameters. Maintenance shall also include the correction of any problem on the Site property that may directly impair the functions of the feature.
- (55) *Master Plan*. Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, Flood management study or plan, or water quality management study or plan.
- (56) *Modified Existing Impervious Surface*. Any existing Impervious Surface, which is included within a Site limits of disturbance as part of a newly proposed Development or Redevelopment, in which Land Disturbance is intended to occur.
- (57) *Mowing*. The act of cutting or removing vegetation by means of a lawn mower, tractor, or handheld mechanical or manual trimming or removal device.
- (58) *Municipal Separate Storm Sewer System (MS4)*. A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade Channels, or storm drains) that are:
- a. Owned or operated by a State, City, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, Stormwater, or other wastes, including special districts under State law such as a sewer district, Flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to Waters of the State;
 - b. Designed or used for collecting or conveying Stormwater;
 - c. Which is not a combined sewer;
 - d. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.
- (59) *Native Vegetation*. The normal vegetation that grows or would reestablish normally after a disturbance. This does not include Exotic Invasive Vegetation.
- (60) *Natural Trails*. A trail that has been established for passive recreation use through an area with width no wider than to accommodate one person. These trails have a least impactful design that follows the natural contours of the area and have been established by foot traffic through an area or with limited hand tools such as a shovel or rake. They contain no man-made materials and the trail surface consists of bare dirt.

- (61) *New Construction*. Structures for which the "start of Construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such Structures.
- (62) *National Pollution Discharge Elimination System (NPDES) MS4 Phase II program*. A comprehensive program to manage the quality of Stormwater discharged from the MS4 of small communities.
- (63) *Notice of Coverage or NOC*. Notice from the City to the initial Site-wide primary Permittee informing the applicant that the NOI, the SWPPP and application fee were received and accepted, and Stormwater discharges from a specified area of a Construction activity have been approved under the State of Tennessee's General NPDES Permit for Discharges of Stormwater associated with Construction activity.
- (64) *Notice of Intent*. A notice given to the City's Engineering department to obtain coverage by the State of Tennessee's General NPDES Permit for discharges of Stormwater associated with Construction activities.
- (65) *Notice of Termination*. A notice given to the City's Engineering Department to terminate a Stormwater and Grading Permit and terminate coverage by the State of Tennessee's General NPDES Permit for discharges of Stormwater associated with Construction activities.
- (66) *100-Year Flood, 100-Year Flood Event, 100-Year Floodplain*. A Flood that has an average frequency of occurrence of once in 100 years, determined from an analysis of Floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one-percent chance of occurring in any given year.
- (67) *Operator*. As used in this Title, Operator shall be as defined by the State of Tennessee's Construction General Permit.
- (68) *Passive Recreation*. Recreation activities that require limited physical exertion on behalf of the participant. Examples of Passive Recreation activities include bird watching, walking, or photography.
- (69) *Peak Runoff*. The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (70) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a Building or Structure; Sediment; and noxious or offensive matter of any kind that may degrade an environment.
- (71) *Permittee*. Any person, firm, or any other legal entity to which a Site disturbance, Grading, Stormwater, building or other related permit is issued in accordance with City of Franklin regulations.
- (72) *Priority Construction Activity*. Any Development or Redevelopment activity that falls under jurisdiction of section 23-102 of this Title shall be treated as Priority Construction Activity
- (73) *Public Utility and Drainage Easement (PUD/PUDE)* means an area or setback of a defined width and placement upon a parcel to define limits of utility or drainage use and access for

the City.

- (74) *Qualified Hydrologic Professional or QHP*. A person who is duly registered, licensed, or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (75) *Qualified Local Program or QLP*. A Stormwater management program for discharges associated with Construction activity that has been formally approved by the State of Tennessee as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s). The intent of the QLP is to establish a streamlined and efficient process for managing discharges of Stormwater associated with Construction activities by eliminating duplication of the effort between the Permittee and the State.
- (76) *Redevelopment*. The alteration of developed land. Demolition and reconstruction is considered Development and not Redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse Stormwater quality impacts.
- (77) *Regional Stormwater Management Feature*. A device or management practice, typically but not always a Detention or Retention pond, with a Tributary Area with more than one Development Site. This may be multiple homogeneous land use areas or an area of various land uses.
- (78) *Retention*. The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down, and evaporation processes.
- (79) *Riparian Buffer*. An undisturbed area, measured from Top of Bank of the Water Resource, which consists of a Riparian Zone comprised of Native Vegetation, original or re-established, bordering Streams, seeps, springs, Wetlands, sinkholes, lakes, and other Water Resources.
- (80) *Riparian Buffer Averaging or Riparian Buffer Mitigation*. Encroaching on existing predeveloped Riparian Buffer square footage in order to develop certain areas of a Site and taking this square footage and moving it elsewhere on the Site to compensate for the loss in another area.
- (81) *Riparian Buffer Management Plan*. A written integrated plan outlining the utilitarian, ecological, and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (82) *Riparian Zone*. Areas adjacent to Water Resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (83) *Sediment*. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its Site of origin by air, water, or gravity as a product of erosion.
- (84) *Sediment Control (SC)*. Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (Soil, organic, or mineral) from water, often associated with Erosion Prevention and Sediment Control.
- (85) *Sensitive Areas*. Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as Streams, sinkholes, springs, Wetlands, ponds, etc.
- (86) *Site*. All contiguous land and bodies of water in one ownership, Graded, proposed for Grading

or Development as a unit, although not necessarily at one time.

- (87) *Slope*. Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.
- (88) *Soil*. All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (89) *Stabilization*. The measures, vegetative and/or structural, taken that will prevent Erosion from occurring.
- (90) *Stop Work Order (SWO)*. An order directing the Developer and/or Permittee responsible for the Development to cease and desist all or any portion of the work which violates the provisions of this Title.
- (91) *Stormwater*. Storm event runoff, snowmelt runoff, and surface runoff and drainage.
- (92) *Stormwater Control Measure*. See "Best Management Practice (BMP)".
- (93) *Stormwater Management Feature*. Any feature, Facility, area or infrastructure that is designed for Stormwater use that carries, captures, controls, conveys, directs, dissipates, discharges, treats, detains, retains, infiltrates, stores, settles or evapotranspires Stormwater. Also known as, but not limited to, a Best Management Practice (BMP), Stormwater control measure (SCM), Stormwater Facility, Stormwater control Facility, Stormwater runoff Facility, Stormwater practice, Stormwater infrastructure, Stormwater feature, Stormwater management area, Stormwater Management Feature, Stormwater management Facility, least impact Development practice or features (LID) or Green Infrastructure (GI).
- (94) *Stormwater Management Permit*. A permit issued by the City Engineer or his designee that allows Stormwater discharge into the City of Franklin's MS4 in accordance with this Title.
- (95) *Stormwater Management Plan*. A document that is submitted to the City Engineer, in accordance with concept plans, regulating plans, and/or Site plans which shows, in detail, that a Site meets the standards set forth in this Title and allows the City to evaluate the environmental characteristics of the Site, the potential impacts of all proposed Development of the Site, both present and future, on the Water Resources and the effectiveness and acceptability of the measures proposed for managing Stormwater generated at the Site.
- (96) *Stormwater Pollution Prevention Plan (SWPPP)*. A written plan that includes Site map(s), an identification of Construction/contractor activities that could cause Pollutants in the Stormwater, and a description of measures or practices to control these Pollutants. It must be prepared and approved before Construction begins. In order to effectively reduce Erosion and Sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land-disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP manual, whichever is more stringent and protective of Waters of the State. The handbook is designed to provide information to planners, Developers, Engineers, and contractors on the proper selection, installation, and Maintenance of BMPs. The handbook is intended for use during the design and Construction of projects that require Erosion and Sediment Controls to protect Waters of the State. It also aids in the development of SWPPPs, and other reports, plans, or specifications required when participating in the State of Tennessee's water quality regulations.
- (97) *Stream*. Surface water that is not a wet-weather conveyance as determined by a Qualified Hydrological Professional and approved by the Tennessee Department of Environment and

Conservation (TDEC) and/or the City Engineer.

- (98) *Stream Buffer*. See "Riparian Buffer."
- (99) *Stripping*. Any activity that removes or significantly disturbs the vegetative surface cover, including Clearing and grubbing operations.
- (100) *Structure*. Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such Construction includes but is not limited to objects such as Buildings, towers, smokestacks, carports, and walls.
- (101) *Top of bank*. The ordinary high-water level and break in Slope for a Water Resource.
- (102) *Tributary Area*. The area upstream of a specified point including all overland flow that directly or indirectly connects down-Slope to the specified point.
- (103) *View Corridors*. Areas associated with formal trail systems that allow viewing areas of Water Resources, closer than the required buffer width approved by the City Engineer with an approved Riparian Buffer Management Plan.
- (104) *Water Resources*. Streams, seeps, springs, Wetlands, sinkholes, or lakes as determined by the City Engineer. This includes Waters of the State as determined by the Tennessee Department of Environment and Conservation.
- (105) *Waters of the State*. Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.
- (106) *Water Quality Buffer*. See "Riparian Buffer."
- (107) *Watershed*. All the land area that contributes runoff to a particular point along a Site, Water Resource, Floodplain, Floodway, or Stormwater Management Feature.
- (108) *Waters with Unavailable Parameters*. Means any segment of surface water that has been identified by the Tennessee Department of Environment and Conservation as failing to support one or more classified uses. The Tennessee Department of Environment and Conservation periodically compiles a list of such waters known as the "303(d) List." Formerly known as "Impaired Waters"
- (109) *Wet Weather Conveyance (WWC)*. Manmade or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose Channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow that is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.
- (110) *Wetland*. Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typical to life in saturated Soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs, and similar areas. Wetlands are designated by Federal or State organizations with this responsibility.

Sec. 23-104. - Authority.

- (1) *Authority of departments.* The City Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this Title. This authority may include but is not limited to plan review, incentives negotiation, plan approval, and Stormwater Management Facility Maintenance. The City Engineer shall have the authority of administration and enforcement of the provisions established pursuant to this Title, including, but not limited to, the issuance of civil penalties.
- (2) *Right-of-entry.*
 - (a) Designated City staff shall have right of entry on or upon the property of any person subject to this Title and any permit/document issued hereunder. The City staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this Title.
 - (b) Where a property, Site, or Facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated City staff will be permitted to enter without delay for the purposes of performing specific responsibilities.
 - (c) Designated City staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's Stormwater operations or discharges.
 - (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the City staff. The costs of Clearing such access shall be borne by the person.
 - (e) The City Engineer, or his designee, may inspect the facilities of any user in order to ensure compliance with this Title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied, or not promptly addressed, the designated City staff may seek issuance of an administrative search warrant.
 - (f) The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this Title. Inspections may include, but are not limited to, the following:
 - (i) An initial inspection prior to Stormwater Management Plan approval;
 - (ii) A bury inspection prior to burial of any underground drainage Structure;
 - (iii) EPSC inspections as necessary to ensure effective control of Erosion and Sedimentation; and
 - (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
 - (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. - Appeals.

Appeals of this section shall be pursuant to Franklin Municipal Code section 23-301 et seq.

Sec. 23-106. - Objectives and policy.

- (1) *Objectives.* The objectives of this Title are pursuant to the small MS4 permit issued by the State to the City and are as follows:
 - (a) To protect human life and health.
 - (b) To minimize the need for rescue and relief efforts associated with Flooding.
 - (c) To eliminate any non-allowable discharges to the City's MS4 that impact water quality.
 - (d) To help maintain a stable tax base by providing for the sound use and Development of Flood-prone areas in such a manner as to maximize beneficial use without increasing Flood hazard potential or diminishing the quality of the natural Stormwater resources.
 - (e) To ensure that potential homebuyers are notified that property is in a Flood area and generally increase the public awareness of Flooding potential.
 - (f) To minimize prolonged business interruptions.
 - (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and Bridges located in Floodplains.
 - (h) To ensure a functional public and private Stormwater quantity and quality management system that will not result in excessive Maintenance costs.
 - (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
 - (j) To guide the Construction of Stormwater Management Facilities by developing comprehensive Master Plans to address Stormwater quantity and quality.
 - (k) To encourage preservation of Floodplains, Floodways, and open spaces to protect and benefit the community's quality of life and natural resources.
 - (l) To encourage community stewardship of the City's Water Resources and their impacts on the community character and quality of life.
- (2) *Implementation.* To implement the objectives presented above, the following standards and general policy statements shall be enforced:
 - (a) *Permits.* All new Development and Redevelopment under the jurisdiction of this Chapter shall obtain a Stormwater Management Permit and/or Grading Permit. If Site disturbance is over one (1) acre, is part of a larger common plan of Development, or is required to have lot level coverage, the applicant shall obtain a Notice of Coverage through the City's Qualified Local Program process.
 - (i) The City Engineer shall issue a Grading and Stormwater Management Permit for Stormwater Management Plans that meet the guidelines of this Title and any other provision given authority under section 23-110 of this Title. Application for a permit shall be accompanied by a fee as specified in appendix A, Comprehensive fees and penalties.
 - (ii) Technical, administrative, or procedural matters may be modified by the City Engineer

as needed to meet the objectives and policies defined in this Title, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this Title.

- (iii) Approved permits shall be displayed in a conspicuous location on all Active Construction Sites.
 - (iv) A pre-Construction meeting with the City Engineer, or his designee shall be held with Construction Site Operators prior to the issuance of a Grading and/or Stormwater Management Permit.
 - (v) All Site Permittees and/or Operators shall apply for a Notice of Termination to the City's Engineering Department stating that all areas have been stabilized and vegetated, and all Construction activities have been completed related to that sections or Site's corresponding Stormwater and Grading Permit and Notice of Coverage. This shall be completed prior to the release of all performance sureties.
 - (vi) Site owner or Developer and/or contractor that wish to transfer Stormwater and Grading Permit coverage to a new owner or Developer and/or contractor shall do so by applying for a Notice of Transfer request in the City's Engineering Department. The Site owner or Developer shall also be required to transfer performance sureties to the new Site owner or Developer prior to the City of Franklin approving the Notice of Transfer.
 - (vii) The Permittee(s) shall be responsible for all EPSC measures and Maintenance located within the Sites or sections defined in the permit regardless of individual lot ownership until a Notice of Transfer or Notice of Termination is issued by the City's Engineering Department.
 - (viii) Stormwater and Grading Permits shall be terminated after one (1) year of Site inactivity, unless otherwise determined by the City Engineer. After permit termination a new permit application shall be submitted and approved, and a new Site pre-Construction meeting shall be required before Construction is to resume.
- (b) *Stormwater plan submittal requirements.* All new Development and Redevelopment under the jurisdiction of this Title shall be required to submit and have approval of all Construction plans, NOI, and SWPPP prior to issuance of Stormwater and/or Grading Permit approval.
- (i) An Engineer shall stamp all proposed plans for Construction in the City. This shall include all proposed improvements or modifications to the existing or new Stormwater infrastructure, EPSC practices, and other related improvements or modifications.
 - (ii) All Development or Redevelopment plans and/or Site plans submitted to the City for review shall conduct an environmental Site assessment which evaluates the property for Water Resources. This shall be done before initial submittal for review. Failure to do so shall result in rejection of plan submittal.
- (c) *Stormwater Master Plan.* Each individual project shall be evaluated for consistency with the master Stormwater Management Plan for the major Watershed or Watersheds within which the project Site is located. The individual project evaluation will determine if Stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a Regional Stormwater Management Feature(s) will be considered indetermining the extent to which quantity and/or quality controls will be necessary.

- (i) In the absence of such a Stormwater quantity and/or quality Master Plan, a system of uniform requirements shall be applied to each individual project Site. In general, these uniform requirements will be based on the criteria that post-Development Stormwater Peak Runoff, volume over the critical design-storm period, and water quality must not differ significantly from pre-Development conditions. These criteria shall be included in the Stormwater Management Plan for the Site.
- (d) *Peak Runoff Control.* Peak Runoff control facilities for new Development and Redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the critical design-storm period. This shall be applied for two-, five-, 10-, 25-, 50- and 100-year 24-hour storm peak discharge rate not to exceed the pre- Development (or undisturbed natural conditions) discharge rate.
 - (i) *Calculation of Peak Runoff flow.* Acceptable methodologies for computing pre-and post-Development conditions shall include:
 - A. The rational method (used when the drainage area is 25 acres or less).
 - B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less).
 - (ii) *Peak Runoff flow requirements.* If the total Land Disturbance area is less than 50 percent of the property, then Peak Runoff control shall be required for the disturbed area only. If the total Land Disturbance area is greater than 50 percent of the property, then Peak Runoff control shall be required for the entire Site area.
 - (iii) Redevelopment of property without existing Detention shall be evaluated using one of the following methods unless otherwise determined by the City Engineer:
 - A. Rational method shall evaluate pre-Development conditions utilizing the appropriate turf meadows runoff coefficient or as existing conditions. The more stringent conditions shall govern.
 - B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-Development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.
 - (iv) No more than five (5) percent of Impervious Surface on a Site can bypass water quality treatment unless otherwise approved by the City Engineer.
- (e) *Stormwater design requirements.* New Development shall meet a Stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting Culverts to convey the ten-year design-storm runoff. No portion of the storm pipe network shall be surcharged above the interior crown elevation.
 - (ii) Designing Bridges, Culverts, Channels, and Cross-Drains to pass the 50-year design-storm runoff. No portion of the storm pipe network shall be surcharged above the interior crown elevation.
 - (iii) Providing emergency bypass of the *100-year Flood event*.
 - (iv) New roadway, existing roadways, and Critical Service Roads are not inundated by more than three inches of water over one-half the roadway width under a *100-year Flood event*.

(f) *Easements.*

- (i) All new Development and Redevelopment shall be designed and Graded in such a way as to forbid Stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements, and rights-of-way.
- (ii) All new Development and Redevelopment shall be designed and Graded so that a minimum ten-foot (10') drainage easement and Stormwater conveyance exist between each property.
- (iii) All new Development and Redevelopment shall be designed to provide a minimum 20-foot drainage easement on all Stormwater infrastructure, including Channels, serving more than two properties.
- (iv) No obstructions or encroachments which impede the flow of Stormwater shall be permitted within public drainage easements.
- (v) The City is not responsible for repair or replacement of any encroachments that are damaged or removed in the course of Maintenance activity within easements.
- (vi) Green Infrastructure Easements shall be required on all Green Infrastructure Practices.
 - A. Any and all activities within a Green Infrastructure Easement, except as specifically permitted by notation on the current plat of record and/or within the recorded Inspection and Maintenance Agreement, shall be strictly prohibited without the written consent of the City Engineer or his designee.
- (vii) Public drainage easements shall be required on all Stormwater Management Features
 - A. Public Utility and/or Drainage Easements do not imply any ownership or Maintenance responsibility to the City, only to allow the City right of entry for inspection and Maintenance if deemed necessary. Any type of alteration, building, Construction, storage, blockage, or disturbance of any kind by the property owner(s) within the easement is strictly prohibited unless approved by the City Engineer.

(g) *Erosion Prevention and Sediment Control.* All Construction Sites regardless of size or disturbed area shall follow proper EPSC practices to control unwarranted Sediment from leaving a Site. All Construction Sites receiving Grading or Stormwater permits from the City of Franklin shall be subject to the requirements outlined in the State of Tennessee's Construction General Permit, EPSC Handbook, the City Stormwater BMP Manual, and this Title (whichever is more stringent), including the following:

- (i) Construction shall only be permitted after temporary, or permanent EPSC management practices have been placed or constructed and are operational to the City's satisfaction, and a Grading and/or Stormwater Management Permit has been issued and signed by the City Stormwater inspector.
- (ii) The design-storm for EPSC practices shall be as described in the City of Franklin Stormwater BMP Manual or the Tennessee EPSC Handbook and consistent with the Tennessee Construction General Permit.
- (iii) The City may require more stringent EPSC practices on properties adjacent to Water Resources with unavailable parameters, or within Watersheds with Water Resources

with unavailable parameters, Watersheds with TMDLs, or Sites in close proximity to Water Resources. This may include measures that limit or eliminate, with a greater safety factor, the potential for Sediment or other forms of water pollution from entering Sensitive Areas as designated by TDEC or the City Engineer.

- (iv) Unwarranted acceleration of Erosion or Sedimentation, or transport of other Pollutants or forms of pollution, due to various land Development activities shall be controlled.
- (v) If deemed appropriate, the City may require the addition, removal, or modification of EPSC measures and/or EPSC locations at any time during the Construction process to ensure proper EPSC performance.
- (vi) The City may impose enforcement actions outlined in section 23-111 of this Title if any Site, Development, or Construction is found to be in violation of this Title or the State of Tennessee's Construction General Permit in order to achieve EPSC compliance.
- (vii) The design-storm for Erosion Prevention and Sediment Control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.
- (viii) Inlet protection shall be specified on all Construction plans to include an overflow protection device. Other measures may be approved on a case-by-case basis by the City Engineer.
- (ix) For Priority Construction Activity the Permittee shall schedule a pre-Construction meeting with City staff prior to the commencement of work, City staff shall perform monthly inspections of the Site, and City staff shall document related meetings and inspections.

(h) Floodplain alterations.

- (i) Floodplain alterations or Filling shall not cause a net decrease in Flood storage capacity below the projected 100-year Flood elevation unless it is shown that the proposed alteration or Filling will not cause an increase in the high-water level, increase velocities, or aggravate Flooding on other properties and will not unduly restrict Flood flows. Any Grading within Floodplains shall result in a net volumetric Compensatory Cut of at least 150 percent (1.5:1.0) for all Fill in Floodplains. Floodplain may be used for application of water quality devices. This may only be permitted provided EPSC, water quality, and Cut-Fill policies are adequately addressed as determined by the City Engineer according to the provisions in section 23-110 of this Title. Detention/Retention volumes in the Floodplain shall count as Fill if applied in a manner where Floodplain storage is lost.

(i) General Stormwater regulations.

- (i) The City encourages Regional Stormwater Management Features, serving 40 to 300 acres of Tributary Area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged to replace or reduce the implementation of on-Site Stormwater management practices. Redevelopment of properties containing on-Site Stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or Waters of the State are adequately protected by a Regional Stormwater Management Feature(s) from Stormwater quantity or quality impacts.

- (ii) No Development, Redevelopment, Construction, storage, Grading, or alteration of property of any other kind, shall be performed in a manner that will cause increased runoff or flooding or negatively impact Stormwater quantity or quality in upstream or downstream areas of public property. Areas deemed by the City Engineer to be private drainage issues shall not be the responsibility of the City to enforce upon.
- (iii) New Construction, Development or Redevelopment shall not aggravate upstream or downstream Flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new Development and Redevelopment.
- (iv) In no instance shall new Development or Redevelopment cause or have the potential to causewater quality degradation to immediate or downstream Water Resources.
- (v) The Construction and financing of any required off-Site drainage improvement necessitated by private Development within the same Watershed shall be the responsibility of the Developer.
- (vi) Under no circumstances shall a Site be Graded or drained in such a way as to change pre versus post runoff conditions, drainage areas, or volumes to sinkholes, dry wells, or Drainage Wells.
- (vii) Soil bioengineering, "green" and other "soft" Slope and Stream bank Stabilization methods shall receive preference over riprap, concrete, and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given Site- specific conditions.
- (viii) The City may require Maintenance or modification of Stormwater Management Features that are not operating within the guidelines established by this Title, as determined by the City Engineer.
- (ix) The City encourages the use of Greenway rights-of-way for appropriate properties.
- (x) As new Development Construction is completed, an "as-built" plan, certified by an Engineer and/or Land Surveyor as appropriate, must be submitted upon completion of the Stormwater management facilities included in the Stormwater Management Plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved Stormwater Management Plan and specifications or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane System with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. No. 2001-53, 2002).
- (xi) Corrugated metal pipe shall not be allowed within the City of Franklin. Extensions of existing corrugated metal pipe shall not be allowed. Existing corrugated metal pipe shall be replaced in its entirety.
- (xii) No other Structures, Building, Construction, storage, debris, vegetation, etc. except for those required for the proper function of the Stormwater Management Feature shall be allowed within the Stormwater Management Feature or within its associated easement width.
- (xiii) All Stormwater Management Features for a site/section shall be installed within ninety (90) days of issuance of a Temporary Certificate of Use and Occupancy (TCUO)/Temporary Certificate of Completion (TCOC) and/or when a Stormwater

Management Features contributing drainage area is built out and/or stabilized (as determined by the sites stormwater inspector). Furthermore, Stormwater Control Measures shall be inspected by a licensed Professional Engineer documenting the SCM's have been installed per the approved site plan. An inspection report documenting this shall be required to be submitted to the City's Engineering Department within ninety (90) days of the SCM's completion.

(j) *Maintenance responsibility.*

- (i) Any Stormwater Management Feature or BMP which services individual property owners or subdivisions shall be privately owned with general routine Maintenance (controlling vegetative growth and removing debris, or as otherwise defined in the recorded Inspection and Maintenance Agreement) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other Maintenance by the City.
 - (ii) Any Stormwater Management Feature or BMP which services an individual subdivision in which the feature or BMP is within designated open areas or an amenity with an established homeowners' association shall be privately owned and maintained consistent with provisions of this Title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency Maintenance by the City.
 - (iii) Any Stormwater Management Feature or BMP which services commercial and industrial Development shall be privately owned and maintained consistent with the provisions of this Title. The City has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement. All Stormwater Management Features proposed by the owners, if accepted by the City Engineer and approved by the Board of Mayor and Aldermen for dedication as a public Regional Stormwater Management Feature shall be publicly owned and maintained.
 - (iv) All other Stormwater Management Features shall be publicly owned and/or maintained only if accepted for Maintenance by the City through a formal agreement recorded at the Williamson County, Tennessee, Register of Deeds. Existing or proposed public utility or drainage easements shall not constitute a formal agreement and shall not constitute any real or implied Maintenance requirement upon or by the City.
 - (v) The City Engineer may require dedication of privately owned Stormwater Management Features that discharge to the City's Stormwater MS4 system.
 - (vi) All Stormwater BMPs shall be required to place Maintenance signs approximately 9"x12" on or near BMPs in order to ensure identification and proper Maintenance of features.
- (3) An Inspection and Maintenance Agreement for Stormwater Management Facilities and Long-Term Maintenance Plan shall be submitted for review and approval by the City Engineer and then recorded with the Register of Deeds for Williamson County, Tn for all Stormwater Management Features, in new Development and Redevelopment that require more than general Maintenance (i.e., Mowing, weeding, etc.). Any subsequent Site plan revisions, amendments, field changes, etc shall require modification of both the IMA and LTMP. The plan shall address through exhibits, schedules and techniques for inspections and Maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted by the

owner to the City Engineer on or before July 1 of each year. *Green Infrastructure—Runoff reduction requirements.* This section shall be effective for all Development and Redevelopment under the jurisdiction of this Title submitted for plan review on or after January 1, 2014.

- (a) All new Development and Redevelopment shall utilize Site design standards that reduce Stormwater runoff volume through the use of Green Infrastructure Practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The Green Infrastructure Practices shall be designed to reduce the volume of Stormwater runoff using the runoff reduction method (RRM) as defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.
- (b) All Green Infrastructure Practices shall be located in open space lots on residential developments requiring plats. All other Development and Redevelopment shall be required to locate Green Infrastructure Practices in an exclusive public drainage and Green Infrastructure Easement.
- (c) The City Engineer may approve alternative practices in lieu of runoff reduction/Green Infrastructure when Site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following Site limitations:
 - (i) Where the potential for introducing Pollutants into groundwater exists unless pretreatment is provided;
 - (ii) Where pre-existing Soil contamination is present in areas subject to having contact with infiltrated runoff;
 - (iii) Where sinkholes or other karst features are present on the Site (stamped geotechnical report shall be submitted to the City Engineer);
 - (iv) Where the Site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;
 - (v) Where utility conflicts preclude the use of Green Infrastructure Practices;
 - (vi) Where steep Slopes are present and Slope failure may occur (stamped geotechnical report shall be submitted to the City Engineer); and
 - (vii) Other Site limitations as determined by City Engineer.
 - (viii) Cost and difficulty of implementing Green Infrastructure/runoff reduction measures shall not be considered a limitation.
- (4) *Pollutant removal.* New Development and Redevelopment will be required to minimize the impact to Stormwater quality by applying structural and/or nonstructural management practices selected to address Site-specific conditions. New Development and Redevelopment that cannot meet 100 percent of the RRM must implement Pollutant removal BMPs that are designed and constructed in accordance with the Site design standards, criteria, and specifications for Pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of 80 percent total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin BMP Manual.

Sec. 23-107. - Riparian resources buffer requirements.

- (1) A Riparian Buffer shall be applied to all Water Resources located in, or adjacent to, New Construction, Development or Redevelopment. There shall be no Mowing, Clearing, Grading, Construction, storage, or disturbance of vegetation except as permitted by the City Engineer, his designee, or a Sites approved Buffer Management Plan. Final determination shall be made by the City Engineer regarding Riparian Buffer delineation, Top of Bank, areas where the Riparian Buffer shall apply and Riparian Buffer width requirements.
- (2) *Riparian Buffer Zones.* The Riparian Buffer shall be applied in two zones: Riparian Zone 1 and Riparian Zone 2: all uses, other than those allowable in each zone, shall be prohibited.
 - (a) *Riparian Zone 1.* The Riparian Zone 1 shall begin at the Top of Bank of the Water Resource and extend a minimum of thirty (30) linear feet perpendicular for Water Resources that have Tributary Area less than one (1) square mile. This distance shall be sixty (60) linear feet perpendicular from Top of Bank for Water Resources that drain one (1) square mile or greater.
 - (i) Allowable uses within zone 1.
 - (A) Utility crossings according to subsection 23-107(5)(b) of this Title.
 - (B) Passive Recreation, educational opportunities, Natural Trails, canoe launches, and boardwalks placed perpendicular to the Top of Bank and the Riparian Zone to approach the Water Resource as approved by the City Engineer.
 - (C) Stabilization practices to prevent channelization and Erosion in the Riparian Buffer from Stormwater runoff adjacent to the Water Resource.
 - (D) Landscaping to allow for Climax Successional Vegetation through the removal of Exotic Invasive Vegetation and the establishment of Native Vegetation, and/or other practices that restore the Ecological Integrity of the Riparian Buffer.
 - (E) Clearing of individual trees or limbs within the Riparian Buffer which have the potential of causing damage to dwellings or other Structures, or causing blockage of the Water Resource. An arborist certification may be required in order to determine tree health in some circumstances.. Riparian Buffer Mitigation of the Riparian Buffer shall be required if disturbance to soil or vegetation occurs.
 - (F) Existing Structures or Impervious Surface approved on prior Site plans. This does not apply to Modified Existing Surface.
 - (ii) *Riparian Zone 1—Special conditions.* Riparian Zone 1 widths shall vary depending on the Tributary Area of the Water Resource, location of water pollution hazards, or steep Slopes. The following Riparian Zone 1 widths shall apply:
 - (A) For certain land uses and/or activities designated as potential water pollution hazards:
 1. Drain fields from on-Site sewage disposal and treatment systems (i.e., septic systems) require 100 feet.
 2. Land application of biosolids requires 100 feet.
 3. Subsurface discharge from a wastewater treatment plant requires 100 feet.
 4. Above ground or underground petroleum storage or storage of hazardous

- substance facilities require 150 feet.
- 5. Raised septic systems require 250 feet.
- 6. Solid waste landfills or junkyards require 300 feet.
- (B) For areas containing steep Slopes:
 - 1. Where the average Slope of the land within the Riparian Zone 1 is between 15 percent and 25 percent, an additional 20 feet shall be added to the minimum Riparian Buffer width.
 - 2. Where the average Slope of the land within the Riparian Zone 1 is greater than 25 percent, an additional 50 feet shall be added to the minimum Riparian Buffer width.
- (b) *Riparian Zone 2.* A Riparian Zone 2 shall be applied to Water Resources that drain less than one square mile. The Riparian Zone 2 shall begin at the edge of the Riparian Zone 1 (which includes any additional width as specified above in "Riparian Zone 1—special conditions") and extend 30 linear feet perpendicular to Riparian Zone 1.
 - (i) Allowable uses within Riparian Zone 2.
 - (A) Those uses allowed in Riparian Zone 1.
 - (B) Biking or hiking paths, trails, and Greenways. View Corridors shall be allowed along Greenways as approved by the City Engineer. These shall be designed to prevent the channelization of Stormwater runoff. Stormwater quality and quantity requirement may be required if constructed of impervious materials. The Water Resource Riparian Buffer width shall be increased by the width of impact associated with the path, Greenway, or trail.
 - (C) Limited Passive Recreation.
 - (D) Changes to existing Stormwater Channels.
- (3) *Riparian Buffer enhancement.* Evaluation of the current Riparian Buffer conditions shall be required in Riparian Buffer Zone 1 and Riparian Buffer Zone 2 areas of the Riparian Buffer and from Top of Bank to water edge on all Water Resources. This is to ensure the preservation and propagation of the Riparian Buffer areas and to provide the necessary conditions to ensure proper Water Resource function. If the riparian areas are found to be in any other vegetative state than that outlined below, then the Riparian Buffers shall be enhanced. Reference the Tennessee Urban Riparian Buffer handbook for guidance and more information.
 - (a) Vegetative state.
 - (i) The Riparian Buffer shall be enhanced to allow for Climax Successional Vegetation through the establishment of Native Vegetation and the removal of Exotic Invasive Vegetation. The Native Vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented. Where appropriate the Riparian Buffer may be enhanced to allow for a native riparian meadow ecosystem to be established.
 - (ii) The Riparian Buffer shall consist of Native Vegetation along both sides of a Water Resource measured linearly perpendicular from Top of Bank.

- (iii) Riparian Buffers shall be maintained perpetually on all properties in a manner that allows for growth of Climax Successional Vegetation.
 - (iv) No Clearing of existing Native Vegetation in the Riparian Zones shall be allowed, except as permitted in subsection 23-107(3) of this Title.
- (b) Riparian Buffer Management Plans—Proposals for enhancement to restore the Ecological Integrity of the Riparian Buffer shall be submitted as a Riparian Buffer Management Plan to the City Engineer during the Development and Site plan review process, and any pertinent local, State, or Federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to site plan approval or the issuance of a Grading and Stormwater permit or Grading Permit.
- (4) *Stream relocations.* Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:
 - (a) The applicant shall apply for a variance pursuant to Chapter 3 of this Title.
 - (b) The relocation shall create a high-quality aquatic habitat, restore natural flow regimes and natural streamside conditions, and shall result in overall water quality improvements.
 - (c) The applicant shall submit a Riparian Buffer Management Plan and Long-Term Maintenance Plan as prescribed in the Grading and Stormwater Management Permit requirements. A copy of any applicable Federal or State permits shall be supplied to the City Engineer prior to the commencement of relocation.
- (5) *Riparian Buffer width averaging, Clearing activities, and crossings.*
 - (a) The Riparian Buffer Zone 2 width may be averaged in Limited Areas in conjunction with targeted restoration plans that make comparable improvements to both the Ecological Integrity within the Riparian Buffer and water quality of the Water Resource. Restoration plans may include Stream bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a Riparian Buffer Management Plan by the City Engineer, or his designee. Averaging of the Riparian Buffer Zone 2 width in Limited Areas may be applied to specific areas of an overall Development and shall be approved on a case-by-case basis (in no case shall averaging be allowed in the zone 1 Riparian Buffer). Averaging shall occur on the same Water Resource and on the same side of the Water Resource as the Encroachment. Riparian Buffers shall be evenly averaged in Limited Areas and shall be placed in areas that provide the same water quality and ecological Water Resource benefit. Averaging request shall demonstrate the same practical difficulty as a variance request outlined in Section 23-304(3)(a).
 - (b) Riparian Buffer crossings shall be approved by the City Engineer, or his designee on a case by case basis. Attempts should be made to limit the number and width of road and utility crossings across Water Resources. Utilities shall be located under pavement where possible. Riparian Buffer crossings shall be approved in a Riparian Buffer Management Plan by the City Engineer, or his designee.
 - (i) Above and underground utilities such as, but not limited to, sanitary sewer mains, water mains, gas, electric, phone, and internet shall be located outside of the Riparian Buffer except for crossings.
 - (ii) Crossing Water Resources with utilities shall be minimized and shall cross with road

crossings where possible. If crossings at roads is impractical, the utility shall cross perpendicular, ± 15 degrees to the Water Resource. Riparian Buffer Encroachment due to impacts from crossing activities shall be averaged or mitigated on a 1:1 basis on-Site. Note that such crossings may still require Federal, State, and/or local permits.

- (iii) The City Engineer, or his designee, may approve new driveways or road crossings through or across Riparian Buffer zones on a case-by-case basis. It shall be demonstrated that access across the Riparian Buffer is necessary and that the Riparian Buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, ± 15 degrees, to the Water Resource and/or Riparian Buffer with careful detail to protecting trees and vegetation and minimizing Site Grades. Crossings shall utilize a spanning open bottom Culvert with footings located outside of the Stream and embankments. Stream encapsulations shall be prohibited.. Riparian Buffer square footage lost due to impacts from crossing activity shall be mitigated on a 1:1 basis on-Site. Note that such crossings may still require Federal, State, and/or local permits.

(6) Development plan, site plan and Construction activity requirements.

- (a) The parameters of the Riparian Buffer shall be delineated by the applicant prior to the pre-application phase of a Development submittal. A Riparian Buffer Management Plan shall be required for any project that contains Water Resources and Riparian Buffers. The Riparian Buffer Management Plan shall show all Riparian Buffer Encroachments, Averaging, Mitigation, offsets, comparable improvements to water quality and any Riparian Buffer enhancements outlined in 23-107(3).
- (b) Riparian Buffer boundaries shall be clearly indicated on all plats and plans including Development plans, regulating plans, Site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any Riparian Buffer on the subject property and clearly label as "Riparian Buffer" along with the required Riparian Buffer Zone and width.
 - (ii) Provide a note to reference the Riparian Buffer, labeled as: "There shall be no Mowing, Clearing, Grading, Construction, storage, or disturbance of vegetation in Riparian Buffers except as permitted by the City Engineer, or his designee."
 - (iii) Provide a note to reference protective covenants governing all Riparian Buffer areas, labeled as: "Any Riparian Buffer is subject to protective covenants recorded in the register of deeds (Williamson County). Disturbance and use of these areas is restricted; severe penalties apply."
 - (iv) Offset five (5) feet from any Structure(s) including but not limited to buildings, parking lots, SCMs, roads, drive isles, outfalls, EPSC measures, Bridges, culverts, retaining walls, Channels, etc, unless it can be demonstrated that the construction of the Structure can be accomplished without Encroachment into the Riparian Buffer.
- (c) Riparian Buffer areas shall be protected during all Development activities. Construction layout survey shall include fencing and labeling of the Riparian Buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian Buffer

boundaries shall be marked with signs that persist before, during, and after Construction to prevent entry of Construction equipment, storage, and stockpiling.

- (d) Permanent boundary markers, in the form of signage approved by the City Engineer, or his designee, shall be installed prior to the issuance of a Grading and Stormwater permit. Signage shall be posted and clearly observable at the edge of the Riparian Buffer, each lot line, and at a maximum spacing of 150 feet. Properties with a large amount of Riparian Buffer frontage may request a reduction in spacing requirements, subject to approval from the City Engineer, or his designee. The size of the sign shall be 12 inches by 18 inches rectangle or greater and shall contain the message, "Riparian Buffer Do Not Disturb" or other language approved by the City Engineer, or his designee.
 - (e) All Riparian Buffers shall be placed in open space lot to be maintained per section 23-108 of this Chapter. Commercial developments shall be allowed to place Riparian Buffers in a Riparian Buffer conservation easement in lieu of open space lots.
 - (f) Stormwater Management Features shall not be allowed or placed within the Riparian Buffer. All concentrated flow from Stormwater Management Features shall be converted to sheet flow before entering the Riparian Buffer or Water Resources.
- (7) *Enforcement procedures.*
- (a) Any person violating the provisions of this Chapter shall be subject to the penalties set forth in section 23-111 of this Title.
 - (b) Riparian Buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties per section 23-111(4)(d) of this Chapter and shall be required, at their own expense, to revegetate, according to an approved Riparian Buffer Management Plan, and maintain the section of the Riparian Buffer encroached upon, using only plants from a list of Native Vegetation provided by the City Engineer. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the City Engineer, or his designee. Specimen trees shall be replaced as required by the City's Zoning Ordinance.
- (8) *Variance and appeal procedures.* Variance and appeal requests shall be submitted pursuant to Section 23-301 et seq. of this Title.
- (9) *Other requirements.* If deemed appropriate by the City Engineer, or his designee, during the plan review process, each new Development shall evaluate Water Resource conditions and shall be required to address the following:
- (a) Stabilization and/or restoration within or adjacent to the Water Resource.
 - (b) Additional water quality protection.
 - (c) Channel Erosion.
 - (d) Stream pollution.
 - (e) Habitat degradation.

Sec. 23-108. - Maintenance requirements.

- (1) The Maintenance responsibilities for permanent Stormwater Management Features and Riparian Buffers shall be determined based upon the type of ownership of the property which is controlled by the Stormwater Management Features.

- (2) Single entity ownership. Where the permanent Riparian Buffers and Stormwater Management Features are designed to manage runoff from property in a single entity ownership as defined below, the Maintenance responsibility for the Stormwater Management Features shall be with the single entity owner.
- (a) The stated responsibilities of the entity in terms of owning and maintaining the Stormwater Management Feature and Riparian Buffers shall be submitted with the IMA/LTMP for determination of their adequacy. Approval of the IMA/LTMP shall be conditioned upon the approval of these terms. These terms shall be in writing on the IMA, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the City, contain a provision permitting inspection at any reasonable time by the City Engineer, or his designee, of all such features or facilities deemed critical in the public welfare.
 - (b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate, or any other legal entity allowed to own real estate exclusive of an individual lot owner.
 - (c) Upon approval of the IMA/LTMP by the City, the owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term Maintenance requirements. The funding mechanism shall be in a form approved by the City. The City will only approve funding mechanism(s) for long-term Maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.
 - (d) Unless made specifically clear in the preliminary stages of the Site design and Construction plan review procedure, it will be assumed that all Stormwater Management Features and/or devices, and Riparian Buffers shall be owned, operated, and maintained by a single entity as defined above.
 - (e) All Stormwater Management Features and Riparian Buffers physically located within a section or lot shall be contained and referenced in that section or lots IMA and LTMP for a site. In some cases of Regional Stormwater Management Features the City Engineer may allow otherwise if private agreements are in place denoting maintenance responsibilities.
- (3) *Municipal ownership.* Where the City has accepted an offer of dedication of permanent Stormwater Management Features or infrastructure, the City shall be responsible for Maintenance. Dedication of a permanent Stormwater Management Feature shall be through a formal agreement or plat recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed public utility or drainage easements shall not constitute a formal agreement and shall not constitute any real or implied Maintenance requirement upon or by the City.
- (4) *Construction performance agreement.* The City may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

Sec. 23-109. - Allowable and Illicit Discharges.

- (1) No person shall discharge or cause to be discharged into the City's MS4 or Water Resources, as determined by the City Engineer, any materials, including but not limited to, Pollutants or waters containing any Pollutants that cause or contribute to violation of applicable water quality standards, other than Stormwater and except as permitted by section 23-109(4) of this Title. Violations of any items in this section are subject to enforcement actions outlined in Section 23-111.

- (2) Contamination of Stormwater runoff from Hot Spots shall be prohibited and subject to the maximum penalties as specified in section 23-111(4)(d)(iv) of this Title.
- (3) Except as hereinafter provided, all non-Stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.
- (4) Unless the City Engineer has identified them as a source of Pollutants to the Waters of the State, the following non-Stormwater discharges into the MS4 shall be lawful:
 - (a) Discharges from emergency firefighting activities.
 - (b) Diverted screen flows.
 - (c) Rising ground waters.
 - (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40CFR35.2005(20) as may be amended.
 - (e) Uncontaminated pumped ground water.
 - (f) Discharges from potable water sources as required for system Maintenance.
 - (g) Drinking water line flushing.
 - (h) Foundation drains and pumps.
 - (i) Air conditioning condensate.
 - (j) Landscape irrigation.
 - (k) Irrigation water.
 - (l) Lawn watering.
 - (m) Uncontaminated springs.
 - (n) Water from crawl space pumps.
 - (o) Uncontaminated footing drains and pumps.
 - (p) Individual residential car washing.
 - (q) Flows from riparian habitats and Wetlands.
 - (r) Dechlorinated swimming pool discharges in which chlorination has not been added within 48hrs.
 - (s) Street wash waters resulting from normal street cleaning operations.
 - (t) Controlled flushing of Stormwater conveyances (controlled by appropriate Best Management Practices).
 - (u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
 - (v) Discharges approved at the discretion of the City Engineer.
- (5) The Construction, use, Maintenance, or continued existence of Illicit Connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, Illicit Connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is in violation of this Title if the person connects a line conveying sewage to the MS4 or allows such connection to continue.

- (6) The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary in Section 23-111 to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.
- (7) Every person, or such person's lessee or other designee, owning or maintaining property through which the City's MS4, Public Utility and Drainage Easement, Channel or ditch that conveys Stormwater, or Water Resource passes shall keep the aforementioned within the property free of trash, debris, Structures, and other obstacles that would pollute, contaminate, or significantly retard, slow, spread or impede the flow of water.
- (8) Notwithstanding other requirements of law, as soon as any person responsible for a Facility or operation, or responsible for emergency response for a Facility or operation has information of any known or suspected release of materials which are resulting or may result in Illicit Discharges or Pollutants discharging into the MS4 or Waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the City no later than the next business day.

Sec. 23-110. - Rule-making authority.

- (1) The City Engineer shall have authority to implement this Title by appropriate regulations, guidance, or other related materials. In this regard, technical, administrative, or procedural matters or documents may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters or documents are not contrary or beyond the intent of the objectives and policies defined above.
- (2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the Stormwater Ordinance (this Title) and shall not prevent the City Engineer from imposing the most current and effective practices.
- (3) Regulations, guidance, or other related materials or documents that may be given authority by this Title may include, but are not limited to, Stormwater and Grading Permits, BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, Stormwater management manuals, Stormwater inspection manuals, and operation and Maintenance manuals. The document(s) may include information deemed appropriate by the City Engineer, including guidance and specifications for the preparation of Stormwater Management Plans, selecting environmentally sound practices for managing Stormwater, minimum specifications and requirements, more complete definitions, and performance standards.
- (4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, Construction, or management practice.

Sec. 23-111. - Enforcement.

The City shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this Title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting Water Resources or the City's MS4 system or violating or failing, neglecting, or refusing to comply with any provisions of this Title as it relates to Tenn. Code Ann. § 69-3-101 et seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the City in response to violations of this Title. If the person, property or Facility has or is required to have a Stormwater discharge permit from the TDEC, the City shall alert the appropriate State authorities of the violation.

- (1) *Notice of violation (NOV).* Whenever designated City staff find that any person, company, Facility, Permittee, Operator, or property owner or person occupying a premise has violated or is violating this Title or order issued hereunder, the City Engineer, or his designee, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. The NOV shall outline violations observed onsite, corrective actions required and specify a timeframe for corrective actions to be completed by. Failure of the violator to comply with the stated conditions shall result in further enforcement actions and timelines outlined within the NOV or within Section 23-111.
- (2) *Revocation of permit.* The City Engineer, or his designee, may revoke and require the return of a permit certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure, as determined by the City Engineer, or his designee, Yes from the approved Site plans, design guidelines or specifications; refusal or failure to comply with the requirements of State or local law; refusal or failure to comply with enforcement actions outlined in Section 23-111; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable State or local law may also be revoked.
- (3) *Compliance order.* If any person, company, or Facility shall violate the provisions of this Title, the City Engineer, or his designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.
 - (a) The City Engineer, or his designee, shall have the authority to establish elements of a Stormwater Pollution Prevention Plan, and to require any business to adopt and implement such a plan, as maybe reasonably necessary to fulfill the purposes of this Title. The City Engineer, or his designee, may establish the requirements of Best Management Practices for any premises.
 - (b) The notice and order may be given provided that if, in the opinion of the City Engineer, or his designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized City representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The City, as described further in this subsection, may recover the cost of such actions from the property owner.
- (4) *Civil penalties.* Any person, company, Facility, or property who has been found to have been in violation of any provision of this Title may be assessed a civil penalty by the City Engineer, or his

designee, and may be served, by personal service, or by registered or certified mail, upon said person. Civil penalties shall not exceed the amount presented in this subsection.

- (a) The penalty may increase by 25 percent of the previous penalty amount for every subsequent but separate offense made by the same person, company, or Facility. The penalty shall be additional to other enforcement actions of this section.
- (b) The penalty may be assessed by the City Engineer, or his designee, for each day beyond schedule applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this Title.
- (c) In determining the amount of the penalty, the City Engineer, or his designee, shall consider the following:
 - (i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The cumulative effect of other enforcement actions applied for the same offense;
 - (viii) The prior record of the violator in complying or failing to comply with the Stormwater quality management program; and
 - (ix) The costs of enforcement to the City.
- (d) The maximum daily civil penalties shall be determined by the City Engineer, or his designee, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses. Payment of civil penalties are due 30 days after issuance by the City Engineer, or his designee. Failure to pay civil penalties within thirty (30) calendar days of the Civil Penalty letter being served, may result in further enforcement actions determined by the City Engineer, or his designee, as defined in Section 23-111.
 - (i) *Development without permit—\$10,000.00.* To engage in any Development, Redevelopment, use, Construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this Title without all required permits, certificates, or other forms of authorization as set forth in this Title.
 - (ii) *Development inconsistent with permit—\$5,000.00.* To engage in any Development, Redevelopment, use, Construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
 - (iii) *Violation by act or omission—\$5,000.00.* Any person, company, Facility, or property that violates, by act or omission, any term, variance, modification, standard, requirements, condition, or qualification placed by the City or its agent departments upon any required permit, certificate, Site plan, Development plan, Inspection and Maintenance Agreement, Long Term Maintenance Plan, or other form of authorization of the use,

Development, Redevelopment, or other activity upon land or improvements thereon.

- (iv) *Illicit Discharge*—\$5,000.00. Any person, company, Facility, or property who is found to have improperly disposed of any substance that is not defined in section 23-110 of this Title or causes the City to be in noncompliance with any applicable environmental permit.
 - (v) *Household products*—\$500.00. Any person, company, Facility, or property who is found to have improperly disposed of any substance not included in section 23-109 of this Title that was purchased over the counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the City to be in noncompliance with any applicable environmental permit.
 - (vi) *Other offenses*—\$5,000.00. Any person, company, Facility, or property found to be in violation of any provision covered under this Title but not categorized by one of the above.
- (e) In the event there are penalties assessed by TDEC against the City caused by any person, company, or Facility, said person, company, or Facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or Illicit Connections into the MS4.
- (5) *Stop Work Order*. Any person, company, or Facility who has been found to have been in violation of any provision of this Title may be issued a Stop Work Order. This shall be an order requiring the entity in violation to cease any and all work associated with any Grading, building, or Stormwater permit issued by the City. Work to correct or rectify the violation(s) may be allowed. This order is to be in place until all violations have been corrected in their entirety and all civil penalties have been paid to the City.
- (6) *Order to clean and abate/restore*. Any violator may be required to clean and/or restore land to its condition prior to the violation.
- (7) *Cost recovery*. If corrective action, including Maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the City may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the Developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost thereof shall be invoiced to the owner of the property. If the invoice is not paid within 90 days, the City shall have the authority to place a lien upon and against the property. If the lien is not satisfied within 90 days, the City is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.
- (8) *Injunctions and/or proceedings at law or in equity*. Any violation of this Title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to State law.
- (9) *Fee or utility credit revocation*. This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the City. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this Title, or given authority per section 23-110 of this Title, is violated.

- (10) *Civil actions.* In addition to any other remedies provided in this Title, any violation of this Title may be enforced by civil action brought by the City Attorney. Monies recovered under this subsection shall be paid to the City to be used exclusively for costs associated with implementing or enforcing the provisions of this Title. In any such action, the City may seek, as appropriate, any or all of the following remedies:
- (a) A temporary and/or permanent injunction;
 - (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
 - (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation; and/or
 - (d) Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life.
- (11) *Emergency orders and abatements.* The City Engineer, or his designee, may order the abatement of any discharge from any source to a public or private Stormwater conveyance system or Water Resources when, in the opinion of the City Engineer, or his designee, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be affected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the City may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.
- (12) *Appeals.* Upon issuance of an enforcement action of this Stormwater Management Ordinance (this Title), it shall be conclusive and final unless the accused violator submits a written Notice of Appeal to the City Engineer within ten (10) days of the enforcement action being served. If the City Engineer does not issue a decision within ten (10) days of the written Notice of Appeal, then the enforcement action is considered upheld. If the City Engineer does not reverse the decision or if the violation is considered upheld, the aggrieved party may appeal to the Stormwater Appeals Board by filing a written request for hearing within thirty (30) days of the City Engineer's decision on the appeal. The request for hearing shall state the specific reasons why the decision of the City Engineer is alleged to be in error and shall be accompanied by the Stormwater Appeals Board Application, Stormwater Appeals Board Checklist and a payment in the amount of \$750.00 to cover the cost of court reporters, transcripts, plan reviews, and other administrative costs associated with the appeal. In the event the Stormwater Appeals Board overturns the decision of the City Engineer, this payment may be refunded to the appellant.
- (13) *Failure to accept or undeliverable enforcement actions.* In cases where a violator refuses acceptance of an enforcement measure or an enforcement measure is declared undeliverable, then all timelines and dates mentioned in Section 23-111 shall be from date of attempted delivery by City staff.

Sec. 23-112. - Severability.

- (1) Should any article, section, subsection, clause, or provision of this comprehensive Stormwater

Management Ordinance (this Title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

- (2) If any provisions of this Title and any other provisions of law impose overlapping or contradictory regulations or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2. - STORMWATER USER FEE

Sec. 23-201. - Definitions.

For the purpose of this Chapter, the following definitions shall apply; unless specifically noted herein, the definitions found in Chapter 1 also apply to this Chapter; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be interpreted to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) *Bonds* means revenue bonds, notes, loans, or any other debt obligations issued or incurred to finance the costs of Construction.
- (2) *Calendar year* means a 12-month period commencing on the first day of January of any year.
- (3) *City Engineer* refers to the City of Franklin City Engineer who has the authority to delegate to designated staff.
- (4) *Costs of Construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
 - (a) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof;
 - (b) Physical Construction, installation, and testing, including the costs of labor, services, materials, supplies, and Construction services used in connection therewith;
 - (c) Architectural, engineering, legal, and other professional services;
 - (d) Insurance premiums taken out and maintained during Construction, to the extent not paid for by a contractor for Construction and installation;
 - (e) Any taxes or other charges which become due during Construction;
 - (f) Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to Construction;
 - (g) Principal of and interest of any bonds; and
 - (h) Miscellaneous expenses incidental thereto.
- (5) *Debt Service* means, with respect to any particular calendar year and any particular series of

bonds, an amount equal to the sum of (i) all interest payable on such bonds during such calendaryear, plus (ii) any principal installments of such bonds during such calendar year.

- (6) *Developed Property* means real property other than undisturbed property and vacant improved property.
- (7) *Dwelling Unit* means a singular unit or apartment providing complete, independent living facilitiesfor one or more persons including permanent provisions for living, sleeping, eating, cooking, andsanitation.
- (8) *Equivalent Residential Unit* or ERU means the average Impervious Surface of residential developed property per dwelling unit located within the City and as established by the board.
- (9) *ERU rate* means a utility fee charged on each ERU as established by the board.
- (10) *Exempt Property* means public rights-of-way, public streets, public alleys, and public sidewalks.
- (11) *Extension and Replacement* means costs of extensions, additions, and capital improvements to, orthe renewal and replacement of capital assets of, or purchasing and installing new equipment for,the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary Maintenance and repair, including the costs of Construction, or any other expenseswhich are not costs of operation and Maintenance or debt service.
- (12) *Impervious Area* means the number of square feet of Impervious Surfaces as determined by the City Engineer which either prevent or retard the entry of water into Soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in greater quantities or at an increased rate offlow from that present under natural conditions as undisturbed property, including, but not limited to, Structures, roofs, roof extensions, patios, porches, driveways, roads, sidewalks, pavement, concrete, other impermeable aggregates, and athletic courts.
- (13) *Multi-Residential Developed Property* means developed property with multiple Dwelling Units located on a single parcel and shall be but not limited to; apartments, condos, townhomes, and duplexes.
- (14) *Nonresidential Developed Property* means developed property that is not utilized for dwelling units within the City.
- (15) *Operating Budget* means the annual operating budget adopted by the City for the succeeding fiscalyear.
- (16) *Operations and Maintenance* means the current expenses, paid or accrued, of operation, Maintenance, and current repair of the system, as calculated in accordance with sound accountingpractice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurredin accordance with sound accounting practice.
- (17) *Revenues* mean all rates, fees, assessments, rentals or other charges or other income received by the Stormwater user fee fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account andany amounts contributed by the City, all as calculated in accordance with sound accounting practice.

- (18) *Stormwater User Fee* means a fee authorized by ordinance(s) established to pay operations and Maintenance, extension and replacement, and debt service.
- (19) *Stormwater User Fee Fund* means the enterprise fund created by this Chapter to operate, maintain, and improve the system and for such other purposes as stated in this Chapter.
- (20) *Undisturbed Property* means real property which has not been altered from its natural state by dredging, Filling, removal of trees and vegetation, or other activities which have disturbed or altered the topography or Soils on the property.
- (21) *User Fee District* means the area or property within the corporate limits of the City of Franklin.
- (22) *Vacant Improved Property* means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. - Fee established.

Subject to the provisions of this Chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the City, and the owners and non-owner users thereof, have imposed upon them a Stormwater user fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and non-owner user for the Stormwater user fee attributable to that property shall be joint and several. The Stormwater user fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this Chapter and the ERU and ERU rate which shall be established and changed from time to time by the Board of Mayor and Aldermen.

Sec. 23-203. - Stormwater user fee collection.

The Stormwater user fee for metered property shall be billed and collected monthly with the monthly City's utility services bill for those properties within the corporate limits of the City utilizing the City utilities and billed and collected separately as Stormwater user fees for those properties not utilizing other City utilities. All such bills for Stormwater user fees shall be rendered monthly by the utilities department. The Stormwater user fee for those properties utilizing City utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The Stormwater user fee for unmetered property shall be billed at regular intervals. All bills for Stormwater user fees shall become due and payable in accordance with the rules and regulations of the utilities department pertaining to the collection of the Stormwater user fees.

Sec. 23-204. - Stormwater user fee determination.

There is hereby established the following uniform schedule of rates for impervious area located on a parcel:

- (a) The Board of Mayor and Aldermen, upon recommendation of the City Engineer, shall, by resolution, establish reasonable rates for each single-family residence: each single-family residence shall be billed at a flat fee established by the Board of Mayor and Aldermen for an equivalent residential unit (ERU).
- (b) Parcels which are undeveloped shall be assessed a Stormwater user fee. The bill shall be

determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.

- (c) For all nonresidential properties, that is enterprise, business establishment, Building, or other occupancy not covered by subsections (a) and (b) of this section, the ERU rate shall be computed based on the total impervious area of the property divided by the average impervious area of an ERU times

the rate established for an ERU. The billing amount shall be updated by the City Engineer based on any additions to the impervious areas as approved through the building permit process.

- (d) Areas that contain infiltration-based BMP's such as pervious concrete, asphalt, or pavers shall not count towards total Site impervious area.
- (e) The following will be used to determine the ERU Rate for Multi-Residential Developed Property: In cases where one water tap serves a multi-residential property then the ERU Rate established will be based on the non-residential property formula. Exceptions to this policy will be where one parcel is served by multiple water taps. In this case each water tap will be billed an ERU rate equivalent to the number of single-family residential units served by that tap. Depending on the impervious footprint of each dwelling unit served by the water tap, this may be a small or large residential ERU rate. In special or unique circumstances, the City Engineer may establish the ERU Rate for properties and/or parcels that may not fit into one of the above categories.
- (f) In commercial cases where one parcel is served by multiple water taps, then the ERU Rate for all water taps located within that parcel shall be billed to the property owner and address on record for that parcel.
- (g) Any person who disagrees with the calculation of the Stormwater user fee's determination by the City Engineer or who seeks adjustments or exemption of his Stormwater user fee, may appeal such determination to the City Engineer. An appeal shall be accompanied by a fee as specified in appendix A—Comprehensive fees and penalties, Title 23—Stormwater Management Ordinance, filed in writing and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The City Engineer will review the appeal and render a decision within thirty (30) calendar days of receipt. The City Engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal, the City Engineer may adjust the Stormwater user fee applicable to a property in conformance with the general purpose and intent of this Title.

Sec. 23-205. - Equivalent residential unit (ERU) established.

The equivalent residential unit is hereby established to be 3,350 square feet of impervious area.

Sec. 23-206. - Equivalent residential unit (ERU) rate and tiers established.

- (1) *Intent.* The Board of Mayor and Aldermen intends to establish a base ERU rate and tiers of residential properties so that application of the ERU rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the Stormwater management system. The fee Structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.

- (2) *ERU rate established.* The ERU rate to be charged for the Stormwater user fee for each ERU is as specified in appendix A—Comprehensive fees and penalties, Title 23—Stormwater Management Ordinance.
- (a) *Two tier residential ERU established.* Residential properties will be separated into two tiers: Residential units smaller than or equal to 3,350 square feet will pay 75 percent of the ERU rate per month and residential units larger than 3,350 square feet will pay 120 percent of the ERU rate per month.
- (b) *Non-residential properties established.* Non-residential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU.

Sec. 23-207. - Undisturbed property correction factor established.

The undisturbed property correction factor to be used to calculate the Stormwater user fee for each acre of undisturbed property is hereby established to be zero percent.

CHAPTER 3. - STORMWATER APPEALS BOARD

Sec. 23-301. - Established.

There is hereby established a board of seven members to be known as the Stormwater Appeals Board (“SAB”).

Sec. 23-302. - Composition; terms; filling vacancies.

- (1) The seven members of this board shall be appointed by the Mayor, subject to the approval of the Board of Mayor and Aldermen. The Mayor shall appoint members with the following qualifications: one (1) environmental Engineer or environmental scientist, one attorney, one person employed or retired from an industrial or commercial establishment regulated by this Title, and one person that is a member of an organized neighborhood organization or environmental group. At least one member of the SAB shall be a current member of the Board of Mayor and Aldermen.
- (2) All members shall serve until their successor is appointed. In the event of a vacancy, the Mayor shall appoint a member to fill the unexpired term subject to approval by the Board of Mayor and Aldermen. The SAB shall select its own Chair, Vice Chair and Secretary. All officers shall serve for terms of two years.
- (3) Officers of the Board shall consist of a Chair, a Vice Chair, and a Secretary.

Sec. 23-303. - General duties of the SAB.

In addition to any other duty or responsibility otherwise conferred upon the SAB by this Title, the SAB shall have the duties and powers as follows:

- (1) To recommend from time to time to the Board of Mayor and Aldermen that it amend or modify the provisions of this Title;
- (2) To hold hearings upon appeals from orders or actions of the City Engineer, or his designees, as may be provided under any provision of this Title relating to Stormwater;

- (3) To hold hearings relating to the suspension, revocation, or modification of a Stormwater Management and/or Grading Permit and issue appropriate orders relating thereto;
- (4) To hold hearings relating to an appeal from a user concerning the accuracy of any fees imposed upon a Stormwater management system user;
- (5) To hold such other hearings as may be required in the administration of this Title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this Title;
- (6) To request assistance from any officer, agent, or employee of the City or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;
- (7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and
- (8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Sec. 23-304. - Variances.

- (1) The City Engineer, or his designee, and/or the SAB may grant a variance from the requirements in this Title, provided to do so would not result in the violation of any State or Federal law or regulation and if exceptional circumstances applicable to the Site exist such that strict adherence to the provisions of this Title will result in unnecessary hardship and will not result in a condition contrary to the intent of the Title.
- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the City Engineer for the variance request first. The City Engineer shall conduct a review of the request for a variance within thirty (30) days after receipt and may either approve or deny the petition of variance. The City Engineer shall follow the same criteria as noted in section 23-304(3) for approving or denying a variance as the SAB. The City Engineer may require additional information or an independent third-party study or design analysis. If the City Engineer denies the variance, the reasons therefore shall be stated. If the petition for variance is approved by the City Engineer, no action shall be required by the SAB. Petitions for variances that are denied by the City Engineer shall be heard by the SAB if the appellant request such. Once the City Engineer's review is complete or the thirty (30) days for review has expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair if needed. The appellant shall have thirty (30) days after the decision or ruling of the City Engineer to appeal to the SAB. If an appeal of a damage assessment or civil penalty is not requested within thirty (30) days after the damage assessment or civil penalty is served in any manner authorized by law, the violator shall be deemed to have consented to the damage assessment or civil penalty and it shall become final.
- (3) Variance requests shall be reviewed and may be granted using the following criteria:
 - (a) Those projects or activities where it can be demonstrated that strict compliance with the Title would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.

- ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect of the subject property.
 - iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
- (b) Those projects or activities serving a public need where no feasible alternative is available.
- (c) The repair and Maintenance of public improvements where avoidance and minimization of adverse impacts to Water Resources have been addressed.
- (d) Those projects that can demonstrate comparable improvements to the Ecological Integrity and water quality of the Water Resource or Riparian Buffer. These improvements shall be in accordance and not violate any State and/or Federal permits.
- (e) Other considerations, such as:
 - i. The proximity of the Facility to a waterfront location, in the case of a Functionally Dependent Facility.
 - ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive land use plan, and master drainage plans for that area.
 - iii. The safety of access to the property in times of Flood for ordinary and emergency vehicles.
 - iv. The costs of providing governmental services during and after Flood conditions including Maintenance and repair of public utilities and facilities such as a sewer, gas, electrical, and water systems, and streets and Bridges.
 - v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic Building or feature.
- (f) In approving a variance, the City Engineer and/or SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.
- (g) The decisions of the SAB shall be final and conclusive.
- (4) *Effect of a variance.* The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) *Subsequent Development.* Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this Title or any other applicable local, State, or Federal law or regulation. A variance shall not ensure that the Development feature approved as a variance shall receive subsequent approval for other applications for Development approval unless the relevant and applicable portions of this Title's other applicable provisions are met.
- (6) *Time limit.* Unless otherwise specified in the variance, an application for a Stormwater and/or Grading Permit shall be applied for and approved within one (1) year of the date of the variance approval; the City Engineer, or his designee, shall have the authority to extend this time limit for one (1) year by request of the property owner as long as significant changes have not occurred in Site design, riparian buffers, or water quality impacts. Following the expiration of these dates the

variance shall become invalid and submission of a new variance shall be required. Once expired the Site shall meet all new requirements set forth in this Title. Permitted time frames do not change with successive owners.

Sec. 23-305. - Meetings; quorum.

- (1) The SAB shall hold regular monthly meetings on the third Tuesday of every month as needed, and such special meetings as the SAB may find necessary.
- (2) Four members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or variance.
- (3) The SAB meetings, deliberations, and records shall be open to the public. The SAB shall provide for public comment as part of its meeting.

Sec. 23-306. - Hearing procedure; judicial review.

- (1) *When to be held.* The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this Title or regulations.
- (2) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.
- (3) *Subpoenas.* The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the City, if the witness resides within the City. If the witness does not reside in the City, the chair shall issue a written request that the witness attend the hearing.
- (4) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the City Engineer, or his designee, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.
- (5) *Appeal of City Engineer's order.* Any person aggrieved by any order or determination of the City Engineer may appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this Title. The appellant shall have thirty (30) days from the City Engineer's decision, to petition the SAB in order to appeal the City Engineer's decision. A written Notice of Appeal to the SAB shall be filed with the City Engineer, and such Notice shall set forth with particularity the action or inaction of the City Engineer complained of, and the relief sought by the person filing said appeal. A payment of \$750.00 shall accompany this appeal,

and the payment shall cover the cost of court reporters, transcripts, plan reviews, and other administrative costs associated with the appeal, and may be refunded to the appellant by the SAB in the event the decision of the City Engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such appeal, and the SAB may in its discretion suspend the operation of the order or determination of the City Engineer until such time as the SAB has acted upon the appeal.

- (6) *Absence of chair.* The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this section when action in his/her absence or in his/her stead is required.
- (7) *Review of SAB's decision.* Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari, or as otherwise provided by law.

SECTION II. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN

OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ANGIE SKARP, City Recorder

BY: _____
DR. KEN MOORE
Mayor

Approved as to form:

William E. Squires
Deputy City Attorney

PASSED FIRST READING

PASSED PUBLIC HEARING

PASSED SECOND READING

ORDINANCE 2025-24-3-37

AN ORDINANCE TO AMEND TITLE 23 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE DEFINITIONS, CLARIFY REQUIREMENTS, AND TO CORRECT GRAMMATICAL AND TYPOGRAPHICAL ERRORS IN THE STORMWATER MANAGEMENT ORDINANCE.

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

WHEREAS, the Board of Mayor and Aldermen desires to prescribe regulations and standards to manage Stormwater runoff within the City to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) and the Tennessee Water Quality Control Act of 1977 as amended; and

WHEREAS, the City of Franklin's Stormwater program meets the minimum standards of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the State of Tennessee has approved the City to participate as a Qualified Local Program allowing the City to administer the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities; and

WHEREAS, the City of Franklin desires to exceed MS4 control measures, where practicable, beneficial, and economical, to provide a high quality of life and clean water to its citizens; and

WHEREAS, the Board of Mayor and Aldermen desire to clarify certain subsections of this Title and correct grammatical and typographical errors.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 23 of the Franklin Municipal Code – Stormwater Management – is hereby deleted in its entirety and replaced with the following:

TITLE 23 - STORMWATER MANAGEMENT

CHAPTER 1. - STORMWATER MANAGEMENT

Sec. 23-101. - Title and purpose.

This Title shall be known as the "Stormwater Management Ordinance" for the City of Franklin, Tennessee it is the purpose of this Chapter to:

- (a) Protect, maintain, and enhance the environment of the City of Franklin, Tennessee, and the public health, safety and the general welfare of the citizens, by controlling discharges of Pollutants to the City's Stormwater system and to maintain and improve the quality of the receiving Water Resources into which the Stormwater outfalls flow.

- (b) Enable the City of Franklin, Tennessee, to comply with the NPDES Permit and applicable regulations for Stormwater discharges.
- (c) Manage the manner in which Stormwater is addressed in areas of new Development and Redevelopment through the course of Construction and post-Construction to maintain or benefit water quantity, water quality, and the effects on the quality of life and character of the City of Franklin, Tennessee. This Ordinance sets general policy, minimum requirements and standards, and Stormwater management program direction and is supported and enforced through other more detailed regulations, design criteria, and other accepted materials.

Sec. 23-102. - Jurisdiction.

- (1) This Title shall govern all properties within the corporate limits of the City of Franklin, Tennessee.
- (2) Exemptions:
 - (a) Agricultural land management activities shall be exempt from the provisions of this Chapter. Land Disturbances or discharges related to the Development or Redevelopment of Structures, Buildings, roads, and other impervious related areas shall not be exempt from EPSC practices or Stormwater quantity requirements set forth in this Title. Neither can this Title exempt any person(s) or properties from State or Federal requirements. Agriculture is not exempt from point-source pollution discharges unless authorized by an NPDES permit.
 - (b) Any Development or Redevelopment which meets all of the following conditions shall be exempt from having to obtain a Stormwater permit and Grading Permit and shall be exempt from having to comply with Riparian Buffer, Peak Runoff control and Green Infrastructure - runoff reduction requirements of this Title unless otherwise determined by the City Engineer. All other requirements set forth in Title 23 shall apply:
 - (i) Involves less than 10,000 square feet of Land Disturbance.
 - (ii) Involves less than 5,000 square feet of additional or modified existing Impervious Surface.
 - (iii) Development that is not part of a larger common Development or contiguous properties that may have been subdivided.
- (3) Critical lots as defined in the City's Zoning Ordinance
- (4) Critical Drainage Areas as determined by the City Engineer. This may exclude areas deemed by the City Engineer to be private drainage issues.
- (5) Single lot single family residences that add 5,000 square feet Impervious Surface or 10,000 square feet of Land Disturbance shall meet the City's Single Family BMP Manual requirements unless otherwise determined by the City Engineer.

Sec. 23-103. - Definitions.

For the purpose of this Chapter, unless specifically defined below, words or phrases shall be interpreted to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary. ~~and To~~ To give this Title its most effective application, ~~the~~ words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" denotes mandatory and not discretionary; the word "may" is permissive. The following definitions shall apply in the interpretation of this Title and in any regulations promulgated hereunder, unless specifically stated otherwise:

- (1) *Active Construction Sites.* Any Site that has a permit for Grading, Stormwater or other activities (even if actual Construction is not proceeding) and any Site where Construction is occurring regardless of permits required.
- (2) *Agriculture.* means:

- (a) The land, Buildings and machinery used in the commercial production of farm products and nursery stock.
- (b) The activity carried on in connection with the commercial production of farm products and nursery stock.
- (c) Recreational and educational activities on land used for the commercial production of farm products and nursery stock.
 - (i) As used in this definition of Agriculture, the term “farm products” means forage and sod crops; grains and feed crop; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing; fruits; vegetables; flowers; seeds; grasses; forestry products; fish and other aquatic animals used for food; bees; equine; and all other plants and animals that produce food, feed, fiber or fur.
 - (ii) As used in this definition of Agriculture, the term “nursery stock” means all trees, shrubs, or other plants grown or kept for, or capable of, propagation, distribution, or sale on a commercial basis.
- (3) *Appeal*. A request for a review of the City Engineer's interpretation of any provision of these regulations.
- (4) *Best Management Practice* or *BMP*. Practices or a combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling Pollutants at levels compatible with environmental quality goals. This includes schedules of activities, prohibitions of practices, Maintenance procedures, and other management practices to prevent or reduce pollution of Water Resources. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. Also known as [a Stormwater Control Measures \(SCM\)](#)
- (5) *Bridge*. A manmade Structure spanning and providing passage over a waterway to allow for the conveyance of Stormwater flows. Spans of 10 feet or more are considered a Bridge.
- (6) *Building*. Any Structure built for support, shelter, or enclosure for any occupancy or storage.
- (7) *Channel*. A natural or artificial watercourse of perceptible extent, with definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of the defined Channel.
- (8) *City*. The City of Franklin, Tennessee.
- (9) *City Engineer*. Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff.
- (10) *Clearing*. The removal of vegetation or disturbance of Soil. Removal of vegetation may be by cutting, clipping, [spraying](#), or uprooting. [Disturbance of Soil may be by Grading, compacting, or Erosion.](#)
- (11) *Climax Successional Vegetation*. The native plant community that would become established on a Site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) *Compensatory Cut*. Excavated volume of material below the Floodplain elevation required to offset Fill in the Floodplain.
- (13) *Construction*. The process or act of erecting, building, repairing, remodeling, improving, demolishing, altering or modifying a Structure, road, utility, Bridge, or infrastructure.
- (14) *Culvert*. A manmade conveyance of Stormwater flows. This may include a pipe or other constructed conveyance of less than 20 feet.

- (15) *Cross-drain*. A Culvert used to convey flow under a road or other obstruction between Channels or surface flow.
- (16) *Critical Area*. A Site subject to Erosion or Sedimentation as a result of Clearing, cutting, Filling, Grading, or other disturbance of the Soil; a Site difficult to stabilize due to exposed subsoil, steep Slope, extent or exposure, and other conditions.
- (17) *Critical Drainage Areas*. Areas throughout the City in which there are current or historical drainage issues resulting from lack of Stormwater Management Features or infrastructure.
- (18) *Critical Service Roads*. Designated City evacuation routes or other access to facilitate police, fire, and emergency medical services to all existing and proposed Structures.
- (19) *Cut*. Portion of land surface or area from which earth has been removed or will be removed by Excavation; the depth below original ground surface to the excavated surface.
- (20) *Detention*. The temporary delay of storm runoff prior to discharge into receiving waters.
- (21) *Developer*. Any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect Development of land for him/her or others.
- (22) *Development*. Any manmade change to improved or unimproved real estate, including, but not limited to, Buildings or other Structures, mining, dredging, Filling, Grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (23) *Drainage Well*. A bored, drilled, driven, dug, or naturally occurring shaft or hole with a depth greater than the largest surface dimension, used to drain surface fluid, primarily storm runoff, into a subsurface or karst formation. Also known as "dry well" or "sinkhole."
- (24) *Ecological Integrity*. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with genetic species diversity and ecosystem diversity assured for the future.
- (25) *Encroachment (Riparian Buffer)*. Any human activity that impacts or disturbs the natural state of a Riparian Buffers soil or vegetation including but not limited to; Mowing, Clearing, Grading, Construction, storage, cutting, pruning, spraying, dumping, machinery tracking, etc.
- ~~(25)~~(26) *Engineer or Professional Engineer*. An Engineer duly registered, licensed, or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- ~~(26)~~(27) *EPSC*. Erosion Prevention/Sediment Control; see "Erosion Prevention" and "Sediment Control."
- ~~(27)~~(28) *Erosion*. The removal of Soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- ~~(28)~~(29) *Erosion Prevention*. Practices implemented to prevent, through shielding, binding, or other mechanism(s), the suspension of Soil particles, often associated with Erosion Prevention and Sediment Control.
- ~~(29)~~(30) *Excavation*. See "Cut."
- ~~(30)~~(31) *Exotic Invasive Vegetation*. Vegetation that has been introduced from other regions and compete so successfully against native plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- ~~(34)~~(32) *Facility*. Something that is built, installed, or established to serve a particular purpose that makes an action, operation, or activity possible.
- ~~(32)~~(33) *Fill*. Portion of land surface or area to which Soil, rock, or other materials have been or will

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be added; height above original ground surface after the material has been or will be added.

~~(33)~~~~(34)~~ *Flood or Flooding.*

- (a) Water from a channel, ditch, river, Stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands, and which may affect other lands and activities through increased surface water levels and/or increased groundwater levels.
- (b) Accumulation of water in areas as a result of increased runoff from upstream or downstream runoff.

~~(34)~~~~(35)~~ *Floodplain.* The relatively flat or lowland area adjoining a river, Stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by Flood water. For purposes of this Title, the Floodplain is defined as the 100-year Floodplain having a one-percent chance of being equaled or exceeded in any given year.

~~(35)~~~~(36)~~ *Floodway.* That portion of the Stream Channel and adjacent Floodplain required for the passage or conveyance of a 100-year Flood discharge. The Floodway boundaries are placed to limit encroachment in the Floodplain so that a discharge can be conveyed through the Floodplain without materially increasing (less than one foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities, and due consideration should be given to effects of Fill, loss of cross-sectional flow area and resulting increased water surface elevations.

~~(36)~~~~(37)~~ *Functionally Dependent Facility.* A Facility that cannot be used for its intended purpose unless it is located or carried out in proximity to water, such as a docking or port Facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

~~(37)~~~~(38)~~ *Grading.* Any operation or occurrence by which the existing Site elevations are changed; or where any ground cover, natural or manmade, is removed; or any watercourse or body of water, either natural or manmade, is relocated on any Site, thereby creating an unprotected area. This includes ~~S~~ Stripping, Cutting, Filling, stockpiling, or any combination thereof, and shall apply to the land in its Cut or Filled condition. Grading activities may only be performed with a Stormwater Management Permit and Grading Permit.

~~(38)~~~~(39)~~ *Grading Permit.* A permit issued by the City Engineer that allows Grading on a parcel in accordance with this Title.

~~(39)~~~~(40)~~ *Green Infrastructure.* The interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.

~~(40)~~~~(41)~~ *Green Infrastructure Practices.* Management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater through the use of natural hydrologic features.

~~(41)~~~~(42)~~ *Green Infrastructure Easements (GIE)* are exclusive easements defining areas set aside for the Construction, Maintenance, repair, monitoring, and other activities necessary for the furtherance of water quality features designated as Green Infrastructure Practices by the City of Franklin, and to provide public access to such features.

~~(42)~~~~(43)~~ *Greenways.* Linear undeveloped areas linking various types of Development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.

~~(43)~~~~(44)~~ *Hot Spot.* An area where land use or activities generate highly contaminated runoff, with concentrations of Pollutants in excess of those typically found in Stormwater. Examples include, but are not limited to, operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas, and restaurants.

- ~~(44)~~~~(45)~~ *Illicit Connections*. Any drain or conveyance, whether on the surface or subsurface, which allows ~~an~~ Illicit Discharge to enter the MS4, including, but not limited to, any conveyances which allow any non-Stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks. Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by the City.
- ~~(45)~~~~(46)~~ *Illicit Discharge*. Any discharge that is not entirely composed of Stormwater, except discharges authorized under an NDPES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.
- ~~(46)~~~~(47)~~ *Impaired Waters*. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List" or "[Water with Unavailable Parameters](#)".
- ~~(47)~~~~(48)~~ *Impervious Surface*. A term applied to any ground or Structures surface that water cannot penetrate or through which water penetrates with great difficulty. Examples of Impervious Surfaces are, but not limited to the following: concrete, asphalt, wood, compacted gravel, rock, and metal surfaces.
- ~~(48)~~~~(49)~~ *Land Disturbance*. Any tilling, digging, Grading, excavating, turning, or removal of Soil; grubbing, cutting, Clearing, or other removal of vegetation shall also be considered Land Disturbance.
- ~~(49)~~~~(50)~~ *Land Surveyor*. A Land Surveyor duly registered, licensed, or otherwise authorized by the State of Tennessee to practice in the field of land surveying.
- ~~(50)~~~~(51)~~ *Limited Areas*. Areas as defined by the City Engineer [or his designee](#) that Riparian Buffer Averaging may be applied.
- ~~(51)~~~~(52)~~ *Inspection and Maintenance Agreement (IMA)*. A document recorded in the land records that acts as a property deed restriction, and which provides for long-term Maintenance of Stormwater Management Features.
- ~~(52)~~~~(53)~~ *Long-Term Maintenance Plan (LTMP)*. A document that is attached to the Inspection and Maintenance Agreement that details specific instruction for Maintenance of Stormwater Management Features on ~~s~~Site.
- ~~(53)~~~~(54)~~ *Maintenance*. Any activity that is necessary to keep a Stormwater Management Feature in good working order so as to function as designed. Maintenance shall include complete reconstruction of a feature if reconstruction is needed in order to restore the feature to its original operational design parameters. Maintenance shall also include the correction of any problem on the Site property that may directly impair the functions of the feature.
- ~~(54)~~~~(55)~~ *Master Plan*. Any study or plan prepared by or accepted by the City of Franklin that identifies solutions to water quantity or quality problems. Also known as basin study or plan, Flood management study or plan, or water quality management study or plan.
- ~~(55)~~~~(56)~~ *Modified Existing Impervious Surface*. Any existing Impervious Surface, which is included with [in](#) a Sites, limits of disturbance as part of a newly proposed Development or Redevelopment, in which Land Disturbance is intended to occur.
- ~~(56)~~~~(57)~~ *Mowing*. The act of cutting or removing vegetation by means of a lawn mower, tractor, or handheld mechanical or manual trimming or removal device.
- ~~(57)~~~~(58)~~ *Municipal Separate Storm Sewer System (MS4)*. A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade Channels, or storm drains) that are:

- a. Owned or operated by a State, City, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, Stormwater, or other wastes, including special districts under State law such as a sewer district, Flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act (CWA) that discharges to Waters of the State:
- b. Designed or used for collecting or conveying Stormwater;
- c. Which is not a combined sewer;
- d. Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.

~~(58)~~(59) *Native Vegetation*. The normal vegetation that grows or would reestablish normally after a disturbance. This does not include Exotic Invasive Vegetation.

~~(60)~~ *Natural Trails*. A trail that has been established for passive recreation use through an area with that's width is no wider than to accommodate one person. These trails have a least impactful design that follows the natural contours of the area and have been establish by foot traffic through an area or with limited hand tools such as a shovel or rake. They contain no man-made materials and the trail surface consists of bare dirt.

~~(59)~~(61) *New Construction*. Structures for which the "start of Construction" commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such Structures.

~~(60)~~(62) *National Pollution Discharge Elimination System (NPDES) MS4 Phase II program*. A comprehensive program to manage the quality of Stormwater discharged from the MS4 of small communities.

~~(64)~~(63) *Notice of Coverage or NOC*. Notice from the City to the initial Site-wide primary Permittee informing the applicant that the NOI, the SWPPP and application fee were received and accepted, and Stormwater discharges from a specified area of a Construction activity have been approved under the State of Tennessee's General NPDES Permit for Discharges of Stormwater associated with Construction activity.

~~(62)~~(64) *Notice of Intent*. A notice given to the City's Engineering department to obtain coverage by the State of Tennessee's General NPDES Permit for discharges of Stormwater associated with Construction activities.

~~(63)~~(65) *Notice of Termination*. A notice given to the City's Engineering Department to terminate a Stormwater and Grading Permit and terminate coverage by the State of Tennessee's General NPDES Permit for discharges of Stormwater associated with Construction activities.

~~(64)~~(66) *100-Year Flood, 100-Year Flood Event, 100-Year Floodplain*. A Flood that has an average frequency of occurrence of once in 100 years, determined from an analysis of Floods on a particular watercourse and other watercourses in the same general region. Statistically, it has a one-percent chance of occurring in any given year.

~~(65)~~(67) *Operator*. As used in this Title, Operator shall be as defined by the State of Tennessee's Construction General Permit.

~~(66)~~(68) *Passive Recreation*. Recreation activities that require limited physical exertion on behalf of the participant. Examples of Passive Recreation activities include bird watching, walking, or photography.

~~(67)~~(69) *Peak Runoff*. The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

~~(68)~~(70) *Pollutant*. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous

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liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a Building or Structure; Sediment; and noxious or offensive matter of any kind that may degrade an environment.

~~(69)~~~~(71)~~ *Permittee*. Any person, firm, or any other legal entity to which a Site disturbance, Grading, Stormwater, building or other related permit is issued in accordance with City of Franklin regulations.

~~(70)~~~~(72)~~ *Priority Construction Activity*. Any Development or Redevelopment activity that falls under jurisdiction of section 23-102 of this Title shall be treated as Priority Construction Activity

~~(74)~~~~(73)~~ *Public Utility and Drainage Easement (PUD/PUDE)* means an area or setback of a defined width and placement upon a parcel to define limits of utility or drainage use and access for the City.

~~(72)~~~~(74)~~ *Qualified Hydrologic Professional or QHP*. A person who is duly registered, licensed, or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.

~~(73)~~~~(75)~~ *Qualified Local Program or QLP*. A Stormwater management program for discharges associated with Construction activity that has been formally approved by the State of Tennessee as having met specific minimum program requirements, including those identified in 40 CFR § 122.44(s). The intent of the QLP is to establish a streamlined and efficient process for managing discharges of Stormwater associated with Construction activities by eliminating duplication of the effort between the Permittee and the State.

~~(74)~~~~(76)~~ *Redevelopment*. The alteration of developed land. Demolition and reconstruction is considered Development and not Redevelopment. Note: Redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse Stormwater quality impacts.

~~(75)~~~~(77)~~ *Regional Stormwater Management Feature*. A device or management practice, typically but not always a Detention or Retention pond, with a Tributary Area with more than one Development Site. This may be multiple homogeneous land use areas or an area of various land uses.

~~(76)~~~~(78)~~ *Retention*. The prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down, and evaporation processes.

~~(77)~~~~(79)~~ *Riparian Buffer*. An undisturbed area, measured from Top of Bank of the Water Resource, which consists of a Riparian Zone comprised of Native Vegetation, original or re-established, bordering Streams, seeps, springs, Wetlands, sinkholes, lakes, and other Water Resources.

~~(78)~~~~(80)~~ *Riparian Buffer Averaging or Riparian Buffer Mitigation*. Encroaching on existing predeveloped Riparian Buffer square footage in order to develop certain areas of a Site and taking this square footage and moving it elsewhere on the Site to compensate for the loss in another area.

~~(79)~~~~(81)~~ *Riparian Buffer Management Plan*. A written integrated plan outlining the utilitarian, ecological, and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.

~~(80)~~~~(82)~~ *Riparian Zone*. Areas adjacent to Water Resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.

~~(84)~~~~(83)~~ *Sediment*. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its Site of origin by air, water, or gravity as a product of erosion.

- ~~(82)~~~~(84)~~*Sediment Control (SC)*. Practices implemented to manage through filtering, settling or other mechanism(s) to remove suspended particles (Soil, organic, or mineral) from water, often associated with Erosion Prevention and Sediment Control.
- ~~(83)~~~~(85)~~*Sensitive Areas*. Areas that supply critical habitat in supporting aquatic or semi-aquatic life such as Streams, sinkholes, springs, Wetlands, ponds, etc.
- ~~(84)~~~~(86)~~*Site*. All contiguous land and bodies of water in one ownership, Graded, proposed for Grading or Development as a unit, although not necessarily at one time.
- ~~(85)~~~~(87)~~*Slope*. Degree of deviation of a surface from the horizontal, usually expressed in percent or ratio.
- ~~(86)~~~~(88)~~*Soil*. All unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- ~~(87)~~~~(89)~~*Stabilization*. The measures, vegetative and/or structural, taken that will prevent Erosion from occurring.
- ~~(88)~~~~(90)~~*Stop Work Order (SWO)*. An order directing the Developer and/or Permittee responsible for the Development to cease and desist all or any portion of the work which violates the provisions of this Title.
- ~~(89)~~~~(91)~~*Stormwater*. Storm event runoff, snowmelt runoff, and surface runoff and drainage.
- ~~(90)~~~~(92)~~*Stormwater Control Measure*. See "Best Management Practice (BMP).
- ~~(94)~~~~(93)~~*Stormwater Management Feature*. Any feature, Facility, area or infrastructure that is designed for Stormwater use that carries, controls, conveys, directs, dissipates, discharges, treats, detains, retains, infiltrates, stores, settles or evapotranspires Stormwater. Also known as, but not limited to, a Best Management Practice (BMP), Stormwater control measure (SCM), Stormwater Facility, Stormwater control Facility, Stormwater runoff Facility, Stormwater practice, Stormwater infrastructure, Stormwater feature, Stormwater management area, Stormwater Management Feature, Stormwater management Facility, least impact Development practice or features (LID) or Green Infrastructure (GI).
- ~~(92)~~~~(94)~~*Stormwater Management Permit*. A permit issued by the City Engineer or his designee that allows Stormwater discharge into the City of Franklin's MS4 in accordance with this Title.
- ~~(93)~~~~(95)~~*Stormwater Management Plan*. A document that is submitted to the City Engineer, in accordance with concept plans, regulating plans, and/or Site plans which shows, in detail, that a Site meets the standards set forth in this Title and allows the City to evaluate the environmental characteristics of the Site, the potential impacts of all proposed Development of the Site, both present and future, on the Water Resources and the effectiveness and acceptability of the measures proposed for managing Stormwater generated at the Site.
- ~~(94)~~~~(96)~~*Stormwater Pollution Prevention Plan (SWPPP)*. A written plan that includes Site map(s), an identification of Construction/contractor activities that could cause Pollutants in the Stormwater, and a description of measures or practices to control these Pollutants. It must be prepared and approved before Construction begins. In order to effectively reduce Erosion and Sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land-disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook or local BMP manual, whichever is more stringent and protective of Waters of the State. The handbook is designed to provide information to planners, Developers, Engineers, and contractors on the proper selection, installation, and Maintenance of BMPs. The handbook is intended for use during the design and Construction of projects that require Erosion and Sediment Controls to protect Waters of the State. It also aids in the development of SWPPPs, and other reports, plans, or specifications required when participating in the State of Tennessee's water quality regulations.

~~(95)~~(97) *Stream*. Surface water that is not a wet-weather conveyance as determined by a Qualified Hydrological Professional and approved by the Tennessee Department of Environment and Conservation (TDEC) and/or the City Engineer.

~~(96)~~(98) *Stream Buffer*. See "Riparian Buffer."

~~(97)~~(99) *Stripping*. Any activity that removes or significantly disturbs the vegetative surface cover, including Clearing and grubbing operations.

~~(98)~~(100) *Structure*. Anything constructed or erected, the use of which requires a permanent location on or in the ground. Such Construction includes but is not limited to objects such as Buildings, towers, smokestacks, carports, and walls.

~~(99)~~(101) *Top of bank*. The ordinary high-water level and break in Slope for a Water Resource.

~~(100)~~(102) *Tributary Area*. The area upstream of a specified point including all overland flow that directly or indirectly connects down-Slope to the specified point.

~~(101)~~(103) *View Corridors*. Areas associated with formal trail systems that allow viewing areas of Water Resources, closer than the required buffer width approved by the City Engineer with an approved Riparian Buffer Management Plan.

~~(102)~~(104) *Water Resources*. Streams, seeps, springs, Wetlands, sinkholes, or lakes as determined by the City Engineer. This includes Waters of the State as determined by the Tennessee Department of Environment and Conservation.

~~(103)~~(105) *Waters of the State*. Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or affect a junction with natural surface or underground waters.

~~(104)~~(106) *Water Quality Buffer*. See "Riparian Buffer."

~~(105)~~(107) *Watershed*. All the land area that contributes runoff to a particular point along a Site, Water Resource, Floodplain, Floodway, or Stormwater Management Feature.

~~(106)~~(108) *Waters with Unavailable Parameters*. Means any segment of surface water that has been identified by the Tennessee Department of Environment and Conservation as failing to support one or more classified uses. The Tennessee Department of Environment and Conservation periodically compiles a list of such waters known as the "303(d) List." Formerly known as "Impaired Waters"

~~(107)~~(109) *Wet Weather Conveyance (WWC)*. Manmade or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality, whose Channels are above the groundwater table and which do not support fish and aquatic life and are not suitable for drinking water supplies, and in which hydrological and biological analysis indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow ~~that there~~ is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.

~~(108)~~(110) *Wetland*. Those areas that are inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typical to life in saturated Soil conditions. Wetlands generally include, but are not limited to, swamps, marshes, bogs, and similar areas. Wetlands are designated by Federal or State organizations with this responsibility.

Sec. 23-104. - Authority.

- (1) *Authority of departments.* The City Administrator may provide authority in part or whole to various departments for the implementation of activities pursuant to this Title. This authority may include but is not limited to plan review, incentives negotiation, plan approval, and Stormwater Management Facility Maintenance. The City Engineer shall have the authority of administration and enforcement of the provisions established pursuant to this Title, including, but not limited to, the issuance of civil penalties.
- (2) *Right-of-entry.*
 - (a) Designated City staff shall have right of entry on or upon the property of any person subject to this Title and any permit/document issued hereunder. The City staff shall be provided ready easy access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any duties necessary to determine compliance with this Title.
 - (b) Where a property, Site, or Facility has security measures in force which require proper identification and clearance before entry into its premises, the person shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the designated City staff will be permitted to enter without delay for the purposes of performing specific responsibilities.
 - (c) Designated City staff shall have the right to set up on the person's property such devices as are necessary to conduct sampling and/or monitoring of the person's Stormwater operations or discharges.
 - (d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the person at the written or verbal request of the City staff. The costs of Clearing such access shall be borne by the person.
 - (e) The City Engineer, or his designee, may inspect the facilities of any user in order to ensure compliance with this Title. Such inspection shall be made with the consent of the owner, manager, or signatory official. If such consent is refused, denied, or not promptly addressed, the designated City staff may seek issuance of an administrative search warrant.
 - (f) The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this Title. Inspections may include, but are not limited to, the following:
 - (i) An initial inspection prior to Stormwater Management Plan approval;
 - (ii) A bury inspection prior to burial of any underground drainage Structure;
 - (iii) ~~Erosion control~~EPSC inspections as necessary to ensure effective control of Erosion and Sedimentation; and
 - (iv) A finish inspection when all work, including installation of storm management facilities, has been completed.
 - (v) Regular or random follow-up inspections to ensure the storm management facilities remain in compliance.

Sec. 23-105. - Appeals.

Appeals of this section shall be pursuant to Franklin Municipal Code section 23-301 et seq.

Sec. 23-106. - Objectives and policy.

- (1) *Objectives.* The objectives of this Title are pursuant to the small MS4 permit issued by the State to the City and are as follows:
 - (a) To protect human life and health.

- (b) To minimize the need for rescue and relief efforts associated with Flooding.
 - (c) To eliminate any non-allowable discharges to the City's MS4 that impact water quality.
 - (d) To help maintain a stable tax base by providing for the sound use and Development of Flood-prone areas in such a manner as to maximize beneficial use without increasing Flood hazard potential or diminishing the quality of the natural Stormwater resources.
 - (e) To ensure that potential homebuyers are notified that property is in a Flood area and generally increase the public awareness of Flooding potential.
 - (f) To minimize prolonged business interruptions.
 - (g) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sanitary sewer lines; and streets and Bridges located in Floodplains.
 - (h) To ensure a functional public and private Stormwater quantity and quality management system that will not result in excessive Maintenance costs.
 - (i) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
 - (j) To guide the Construction of Stormwater Management Facilities by developing comprehensive Master Plans to address Stormwater quantity and quality.
 - (k) To encourage preservation of Floodplains, Floodways, and open spaces to protect and benefit the community's quality of life and natural resources.
 - (l) To encourage community stewardship of the City's Water Resources and their impacts on the community character and quality of life.
- (2) *Implementation.* To implement the objectives presented above, the following standards and general policy statements shall be enforced:
- (a) *Permits.* All new Development and Redevelopment under the jurisdiction of this Chapter shall obtain a Stormwater Management Permit and/or Grading Permit. If Site disturbance is over [one \(1\)](#) acre, is part of a larger common plan of Development, or is required to have lot level coverage, the applicant shall obtain a Notice of Coverage through the City's Qualified Local Program process.
 - (i) The City Engineer shall issue a Grading and Stormwater Management Permit for Stormwater Management Plans that meet the guidelines of this Title and any other provision given authority under section 23-110 of this Title. Application for a permit shall be accompanied by a fee as specified in appendix A, Comprehensive fees and penalties.
 - (ii) Technical, administrative, or procedural matters may be modified by the City Engineer as needed to meet the objectives and policies defined in this Title, so long as such modifications as to technical, administrative, or procedural matters are not contrary or beyond the intent of the objectives and policies of this Title.
 - (iii) Approved permits shall be displayed in a conspicuous location on all Active Construction Sites.
 - (iv) A pre-Construction meeting with the City Engineer, or his designee shall be held with Construction Site Operators prior to the issuance of a Grading and/or Stormwater Management Permit.
 - (v) All Site Permittees and/or Operators shall apply for a Notice of Termination to the City's [Engineering Department](#) stating that all areas have been stabilized and vegetated, and all Construction activities have been completed related to that sections or Site's corresponding Stormwater and Grading Permit and Notice of Coverage. This shall be completed prior to the release of all performance sureties.

- (vi) Site owner or Developer and/or contractor that wish to transfer Stormwater and Grading Permit coverage to a new owner or Developer and/or contractor shall do so by applying for a Notice of Transfer request in the City's Engineering Department. The Site owner or Developer shall also be required to transfer performance sureties to the new Site owner or Developer prior to the City of Franklin approving the Notice of Transfer.
 - (vii) The Permittee(s) shall be responsible for all EPSC measures and Maintenance located within the Sites or sections defined in the permit regardless of individual lot ownership until a Notice of Transfer or Notice of Termination is issued by the City's Engineering Department.
 - (viii) Stormwater and Grading Permits shall be terminated after one (1) year of Site inactivity, unless otherwise determined by the City Engineer. After permit termination a new permit application shall be submitted and approved, and a new Site pre-Construction meeting shall be required before Construction is to resume.
- (b) *Stormwater plan submittal requirements.* All new Development and Redevelopment under the jurisdiction of this Title shall be required to submit and have approval of all Construction plans, NOI, and SWPPP prior to issuance of Stormwater and/or Grading Permit approval.
- (i) An Engineer shall stamp all proposed plans for Construction in the City. This shall include all proposed improvements or modifications to the existing or new Stormwater infrastructure, EPSC practices, and other related improvements or modifications.
 - (ii) All Development or Redevelopment plans and/or Site plans submitted to the City for review shall conduct an environmental Site assessment which evaluates the property for Water Resources. This shall be done before initial submittal for review. Failure to do so shall result in rejection of plan submittal.
- (c) *Stormwater Master Plan.* Each individual project shall be evaluated for consistency with the master Stormwater Management Plan for the major Watershed or Watersheds within which the project Site is located. The individual project evaluation will determine if Stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a Regional Stormwater Management Feature(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.
- (i) In the absence of such a Stormwater quantity and/or quality Master Plan, a system of uniform requirements shall be applied to each individual project Site. In general, these uniform requirements will be based on the criteria that post-Development Stormwater Peak Runoff, volume over the critical design-storm period, and water quality must not differ significantly from pre-Development conditions. These criteria shall be included in the Stormwater Management Plan for the Site.
- (d) *Peak Runoff Control.* Peak Runoff control facilities for new Development and Redevelopment shall be designed to address the rate at which flow is released over the entire runoff discharge period and the volume of discharge over the critical design-storm period. This shall be applied for two-, five-, 10-, 25-, 50- and 100-year 24-hour storm peak discharge rate not to exceed the pre-Development (or undisturbed natural conditions) discharge rate.
- (i) *Calculation of Peak Runoff flow.* Acceptable methodologies for computing pre-and post-Development conditions shall include:
 - A. The rational method (used when the drainage area is 25 acres or less).
 - B. The peak discharge method as described in USDA Technical Release Number 55 (TR-55) (drainage area is 2,000 acres or less).
 - (ii) *Peak Runoff flow requirements.* If the total Land Disturbance area is less than 50 percent of the property, then Peak Runoff control shall be required for the disturbed area only. If the

total Land Disturbance area is greater than 50 percent of the property, then Peak Runoff control shall be required for the entire Site area.

- (iii) Redevelopment of property without existing Detention shall be evaluated using one of the following methods unless otherwise determined by the City Engineer:
 - A. Rational method shall evaluate pre-Development conditions utilizing the appropriate turf meadows runoff coefficient or as existing conditions. The more stringent conditions shall govern.
 - B. USDA Technical Release Number 55 (TR-55) shall evaluate the pre-Development conditions as either grassland conditions or as existing conditions. The more stringent conditions shall govern.
- (iv) No more than five (5) percent of Impervious Surface on a Site can bypass water quality treatment unless otherwise approved by the City Engineer.
- (e) *Stormwater design requirements.* New Development shall meet a Stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting Culverts to convey the ten-year design-storm runoff. No portion of the storm pipe network shall be surcharged above the interior crown elevation.
 - (ii) Designing Bridges, Culverts, Channels, and Cross-Drains to pass the 50-year design-storm runoff. No portion of the storm pipe network shall be surcharged above the interior crown elevation.
 - (iii) Providing emergency bypass of the *100-year Flood event*.
 - (iv) New roadway, existing roadways, and Critical Service Roads are not inundated by more than three inches of water over one-half the roadway width under a *100-year Flood event*.
- (f) *Easements.*
 - (i) All new Development and Redevelopment shall be designed and Graded in such a way as to forbid Stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements, and rights-of-way.
 - (ii) All new Development and Redevelopment shall be designed and Graded so that a minimum ten-foot (10') drainage easement and Stormwater conveyance exist between each property.
 - (iii) All new Development and Redevelopment shall be designed to provide a minimum 20-foot drainage easement on all Stormwater infrastructure, including Channels, serving more than two properties.
 - (iv) No obstructions or encroachments which impede the flow of Stormwater shall be permitted within public drainage easements.
 - (v) The City is not responsible for repair or replacement of any encroachments that are damaged or removed in the course of Maintenance activity within easements.
 - (vi) Green Infrastructure Easements shall be required on all Green Infrastructure Practices.
 - A. Any and all activities within a Green Infrastructure Easement, except as specifically permitted by notation on the current plat of record and/or within the recorded Inspection and Maintenance Agreement, shall be strictly prohibited without the written consent of the City Engineer or his designee.
 - (vii) Public drainage easements shall be required on all Stormwater Management Features

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- A. Public Utility and/or Drainage Easements do not imply any ownership or Maintenance responsibility to the City, only to allow the City right of entry for inspection and Maintenance if deemed necessary. Any type of alteration, building, Construction, storage, blockage, or disturbance of any kind by the property owner(s) within the easement is strictly prohibited unless approved by the City Engineer.
- (g) *Erosion Prevention and Sediment Control.* All Construction Sites regardless of size or disturbed area shall follow proper *EPSC* practices to control unwarranted Sediment from leaving a Site. All Construction Sites receiving Grading or Stormwater permits from the City of Franklin shall be subject to the requirements outlined in the State of Tennessee's Construction General Permit, *EPSC* Handbook, the City Stormwater BMP Manual, and this Title (whichever is more stringent), including the following:
- (i) Construction shall only be permitted after temporary, or permanent *EPSC* management practices have been placed or constructed and are operational to the City's satisfaction, and a Grading and/or Stormwater Management Permit has been issued and signed by the City Stormwater inspector.
 - (ii) The design-storm for *EPSC* practices shall be as described in the City of Franklin Stormwater BMP Manual or the Tennessee *EPSC* Handbook and consistent with the Tennessee Construction General Permit.
 - (iii) The City may require more stringent *EPSC* practices on properties adjacent to Water Resources with unavailable parameters, or within Watersheds with Water Resources with unavailable parameters, Watersheds with TMDLs, or Sites in close proximity to Water Resources. This may include measures that limit or eliminate, with a greater safety factor, the potential for Sediment or other forms of water pollution from entering Sensitive Areas as designated by TDEC or the City Engineer.
 - (iv) Unwarranted acceleration of Erosion or Sedimentation, or transport of other Pollutants or forms of pollution, due to various land Development activities shall be controlled.
 - (v) If deemed appropriate, the City may require the addition, removal, or modification of *EPSC* measures and/or *EPSC* locations at any time during the Construction process to ensure proper *EPSC* performance.
 - (vi) The City may impose enforcement actions outlined in section 23-111 of this Title if any Site, Development, or Construction is found to be in violation of this Title or the State of Tennessee's Construction General Permit in order to achieve *EPSC* compliance.
 - (vii) The design-storm for Erosion Prevention and Sediment Control practices shall be as described in the City of Franklin Stormwater BMP Manual and consistent with the Tennessee General Construction Permit.
 - (viii) Inlet protection shall be specified on all Construction plans to include an overflow protection device. Other measures may be approved on a case-by-case basis by the City Engineer.
 - (ix) For Priority Construction Activity the Permittee shall schedule a pre-Construction meeting with City staff prior to the commencement of work, City staff shall perform monthly inspections of the Site, and City staff shall document related meetings and inspections.
- (h) *Floodplain alterations.*
- (i) Floodplain alterations or Filling shall not cause a net decrease in Flood storage capacity below the projected 100-year Flood elevation unless it is shown that the proposed alteration or Filling will not cause an increase in the high-water level, increase velocities, or aggravate Flooding on other properties and will not unduly restrict Flood flows. Any Grading within Floodplains shall result in a net volumetric Compensatory Cut of at least 150 percent

(1.5:1.0) for all Fill in Floodplains. Floodplain may be used for application of water quality devices. This may only be permitted provided EPSC, waterquality, and Cut-Fill policies are adequately addressed as determined by the City Engineer according to the provisions in section 23-110 of this Title. Detention/Retention volumes in theFloodplain shall count as Fill if applied in a manner where Floodplain storage is lost.

(i) *General Stormwater regulations.*

- (i) The City encourages Regional Stormwater Management Features, serving 40 to 300 acres of Tributary Area, which may be consistently and efficiently managed and maintained. These types of practices will be encouraged to replace or reduce the implementation of on-Site Stormwater management practices Redevelopment of properties containing on-Site Stormwater management practices may be permitted, at the discretion of the City Engineer, provided the property and downstream public and private properties, infrastructure or Waters of the State are adequately protected by a Regional Stormwater Management Feature(s) from Stormwater quantity or quality impacts.
- (ii) No Development, Redevelopment, Construction, storage, Grading, or alteration of property of any other kind, shall be performed in a manner that will cause increased runoff or flooding or negatively impact Stormwater quantity or quality in upstream or downstream areas of public property. Areas deemed by the City Engineer to be private drainage issues shall not be the responsibility of the City to enforce upon.
- (iii) New Construction, Development or Redevelopment shall not aggravate upstream or downstream Flooding. Existing downstream or upstream problems may be required to be corrected in conjunction with new Development and Redevelopment.
- (iv) In no instance shall new Development or Redevelopment cause or have the potential to cause water quality degradation to immediate or downstream Water Resources.
- (v) The Construction and financing of any required off-Site drainage improvement necessitated by private Development within the same Watershed shall be the responsibility of the Developer.
- (vi) Under no circumstances shall a Site be Graded or drained in such a way as to change pre versus post runoff conditions, drainage areas, or volumes to sinkholes, dry wells, or Drainage Wells.
- (vii) Soil bioengineering, "green" and other "soft" Slope and Stream bank Stabilization methods shall receive preference over riprap, concrete, and other hard armoring techniques. "Hard" alternatives shall only be permitted when their necessity can be demonstrated given Site-specific conditions.
- (viii) The City may require Maintenance or modification of Stormwater Management Features that are not operating within the guidelines established by this Title, as determined by the City Engineer.
- (ix) The City encourages the use of Greenway rights-of-way for appropriate properties.
- (x) As new Development Construction is completed, an "as-built" plan, certified by an Engineer and/or Land Surveyor as appropriate, must be submitted upon completion of the Stormwater management facilities included in the Stormwater Management Plan. The licensed professional shall certify that: the facilities have been constructed as shown on the "as-built" plan, and facilities meet the approved Stormwater Management Plan and specifications or achieve the function for which they were designed. Coordinate data shall be presented in the State of Tennessee Plane System with the North American Datum 1983 (NAD83) and North American Vertical Datum (NAVD) of 1988. (as added by Ord. No. 2001-53, 2002).

(xi) Corrugated metal pipe shall not be allowed within the City of Franklin. Extensions of

existing corrugated metal pipe shall not be allowed. Existing corrugated metal pipe shall be replaced in its entirety.

(xii) No other Structures, Building, Construction, storage, debris, vegetation, etc. except for those required for the proper function of the Stormwater Management Feature shall be allowed within the Stormwater Management Feature or within its associated easement width.

~~(xii)~~ (xiii) All Stormwater Management Features for a site/section shall be installed within ninety (90) days of issuance of a Temporary Certificate of Use and Occupancy (TCUO)/Temporary Certificate of Completion (TCOC) and/or when a Stormwater Management Features contributing drainage area is built out and/or stabilized (as determined by the sites stormwater inspector). Furthermore, Stormwater Control Measures shall be inspected by a licensed Professional Engineer documenting the SCM's have been installed per the approved site plan. An inspection report documenting this shall be required to be submitted to the City's Engineering Department within ninety (90) days of the SCM's completion.

(j) *Maintenance responsibility.*

(i) Any Stormwater Management Feature or BMP which services individual property owners or subdivisions shall be privately owned with general routine Maintenance (controlling vegetative grown and removing debris, or as otherwise defined in the recorded Inspection and Maintenance Agreement ~~agreement~~) provided for by the owner(s). The owner shall maintain a perpetual, non-exclusive easement, which allows for access for inspection and other Maintenance by the City.

(ii) Any Stormwater Management Feature or BMP which services an individual subdivision in which the feature or BMP is within designated open areas or an amenity with an established homeowners' association shall be privately owned and maintained consistent with provisions of this Title. The owner shall maintain a perpetual, nonexclusive easement, which allows for access for inspection and emergency Maintenance by the City.

(iii) Any Stormwater Management Feature or BMP which services commercial and industrial Development shall be privately owned and maintained consistent with the provisions of this Title. The City has the right, but not the duty to enter premises for emergency repairs through a perpetual nonexclusive easement. All Stormwater Management Features proposed by the owners, if accepted by the City Engineer and approved by the Board of Mayor and Aldermen for dedication as a public ~~R~~regional Stormwater Management Feature shall be publicly owned and maintained.

(iv) All other Stormwater Management Features, ~~infrastructure, and BMPs~~ shall be publicly owned and/or maintained only if accepted for Maintenance by the City through a formal agreement recorded at the Williamson County, Tennessee, Register of Deeds. Existing or proposed public utility or drainage easements shall not constitute a formal agreement and shall not constitute any real or implied Maintenance requirement upon or by the City.

(v) The City Engineer may require dedication of privately owned Stormwater Management Features~~facilities~~ that discharge to the City's Stormwater MS4 system.

(vi) All Stormwater BMPs shall be required to place Maintenance signs approximately 9"x12" on or near BMPs in order to ensure identification and proper Maintenance of features.

~~(vii)~~ An Inspection and Maintenance Agreement for Stormwater Management Facilities and Long-Term Maintenance Plan shall be submitted for review and approval by the City Engineer and then recorded with the Register of Deeds for Williamson County, Tn for all Stormwater Management Features, ~~devices or facilities~~ in new Development and Redevelopment that require more than general Maintenance (i.e., Mowing, weeding, etc.). Any subsequent Site plan revisions, amendments, field changes, etc shall require modification of both the IMA and LTMP. The plan shall address through exhibits, schedules and techniques for inspections

and Maintenance of the facilities and devices. Documentation of the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures shall be submitted by the owner to the City Engineer on or before July 1 of each year.

- (3) *Green Infrastructure—Runoff reduction requirements.* This section shall be effective for all Development and Redevelopment under the jurisdiction of this Title submitted for plan review on or after January 1, 2014.

- (a) All new Development and Redevelopment shall utilize Site design standards that reduce Stormwater runoff volume through the use of Green Infrastructure Practices which are designed to infiltrate, evapotranspire, and/or reuse rainwater. The Green Infrastructure Practices shall be designed to reduce the volume of Stormwater runoff using the runoff reduction method (RRM) as defined in the current City of Franklin Stormwater Best Management Practices (BMP) Manual.
- (b) All Green Infrastructure Practices shall be located in open space lots on residential developments requiring plats. All other Development and Redevelopment shall be required to locate Green Infrastructure Practices in an exclusive public drainage and Green Infrastructure Easement.
- (c) The City Engineer may approve alternative practices in lieu of runoff reduction/Green Infrastructure when Site limitations exist. Criteria to determine the circumstances under which alternatives are available shall not be based solely on the difficulty or cost of implementing practices. The determination shall be based on one or more of the following Site limitations:
 - (i) Where the potential for introducing Pollutants into groundwater exists unless pretreatment is provided;
 - (ii) Where pre-existing Soil contamination is present in areas subject to having contact with infiltrated runoff;
 - (iii) Where sinkholes or other karst features are present on the Site (stamped geotechnical report shall be submitted to the City Engineer);
 - (iv) Where the Site has a historic or archaeological significance that cannot be disturbed as determined by the State Historic Preservation Office;
 - (v) Where utility conflicts preclude the use of Green Infrastructure Practices;
 - (vi) Where steep Slopes are present and Slope failure may occur (stamped geotechnical report shall be submitted to the City Engineer); and
 - (vii) Other Site limitations as determined by City Engineer.
- (viii) Cost and difficulty of implementing Green Infrastructure/runoff reduction measures shall not be considered a limitation.

(4) *Pollutant removal.* New Development and Redevelopment will be required to minimize the impact to Stormwater quality by applying structural and/or nonstructural management practices selected to address Site-specific conditions. New Development and Redevelopment that cannot meet 100 percent of the RRM must implement Pollutant removal BMPs that are designed and constructed in accordance with the Site design standards, criteria, and specifications for Pollutant removal BMPs that are provided in the current City of Franklin Stormwater BMP Manual. The water quality treatment for the runoff resulting from a rainfall depth of 1.1 inches shall be a minimum of 80 percent total suspended solids (TSS) removal through appropriate use of BMP controls as detailed in the current City of Franklin BMP Manual.

Sec. 23-107. - Riparian resources buffer requirements.

- (1) A Riparian Buffer shall be applied to all Water Resources located in, or adjacent to, New Construction, Development or Redevelopment. There shall be no Mowing, Clearing, Grading, Construction, storage,

or disturbance of vegetation except as permitted by the City Engineer, his designee, or a Sites approved Buffer Management Plan. Final determination shall be made by the City Engineer regarding Riparian Buffer delineation, Top of Bank, areas where the Riparian Buffer shall apply and Riparian Buffer width requirements.

- (2) *Riparian Buffer Zones*. The Riparian Buffer shall be applied in two zones: Riparian Zone 1 and Riparian Zone 2: all uses, other than those allowable in each zone, shall be prohibited.

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- (a) *Riparian Zone 1*. The Riparian Zone 1 shall begin at the Top of Bank of the Water Resource and extend a minimum of ~~thirty~~ (30) linear feet perpendicular for Water Resources that have Tributary Area less than one (1) square mile. This distance shall be ~~sixty~~ (60) linear feet perpendicular from Top of Bank for Water Resources that drain one (1) square mile or greater.

- (i) Allowable uses within zone 1.

- (A) Utility crossings according to subsection 23-107(5)(b) of this Title.
- (B) Passive Recreation, ~~educational opportunities, Natural Trails~~~~perVIOUS footpaths~~, canoe launches, and boardwalks placed perpendicular to the Top of Bank and the Riparian Zone to approach the Water Resource as approved by the City Engineer.
- (C) Stabilization practices to prevent channelization and Erosion in the Riparian Buffer from Stormwater runoff adjacent to the Water Resource.
- (D) Landscaping to allow for Climax Successional Vegetation through the removal of Exotic Invasive Vegetation and the establishment of Native Vegetation, and/or other practices that restore the Ecological Integrity of the Riparian Buffer.
- (E) ~~Clearing~~~~Removal~~ of individual trees ~~or limbs~~ within the Riparian Buffer which ~~have the potential of are in danger of~~, causing damage to dwellings or other Structures, or causing blockage of the Water Resource. An arborist certification may be required in order to determine tree health in some circumstances. ~~where tree removal is requested, Riparian Buffer Mitigation of the Riparian Buffer shall be required if disturbance to soil or vegetation occurs.~~
- (F) Existing Structures or Impervious Surface approved on prior Site plans. ~~This does not apply to Modified Existing Impervious Surface.~~

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- (ii) *Riparian Zone 1—Special conditions*. Riparian Zone 1 widths shall vary depending on the Tributary Area of the Water Resource, location of water pollution hazards, or steep Slopes. The following Riparian Zone 1 widths shall apply:

- (A) For certain land uses and/or activities designated as potential water pollution hazards:
1. Drain fields from on-Site sewage disposal and treatment systems (i.e., septic systems) require 100 feet.
 2. Land application of biosolids requires 100 feet.
 3. Subsurface discharge from a wastewater treatment plant requires 100 feet.
 4. Above ground or underground petroleum storage or storage of hazardous substance facilities require 150 feet.
 5. Raised septic systems require 250 feet.
 6. Solid waste landfills or junkyards require 300 feet.
- (B) For areas containing steep Slopes:
1. Where the average Slope of the land within the Riparian Zone 1 is between 15 percent and 25 percent, an additional 20 feet shall be added to the minimum Riparian Buffer width.

2. Where the average Slope of the land within the Riparian Zone 1 is greater than 25 percent, an additional 50 feet shall be added to the minimum Riparian Buffer width.
- (b) *Riparian Zone 2.* A Riparian Zone 2 shall be applied to Water Resources that drain less than one square mile. The Riparian Zone 2 shall begin at the edge of the Riparian Zone 1 (which includes any additional width as specified above in "Riparian Zone 1—special conditions") and extend 30 linear feet perpendicular to Riparian Zone 1.
 - (i) Allowable uses within Riparian Zone 2.
 - (A) Those uses allowed in Riparian Zone 1.
 - (B) Biking or hiking paths, [trails](#), and Greenways. View Corridors shall be allowed along Greenways as approved by the City Engineer. ~~These Paths and Greenways~~ shall be designed to prevent the channelization of Stormwater runoff. Stormwater quality and quality requirement may be required [if constructed of impervious materials](#). The Water Resource Riparian Buffer width shall be increased by the width of impact associated with the path, Greenway, or trail.
 - (C) Limited Passive Recreation.
 - (D) Changes to existing Stormwater Channels.
- (3) *Riparian Buffer enhancement.* Evaluation of the current Riparian Buffer conditions shall be required in Riparian Buffer Zone 1 and Riparian Buffer Zone 2 areas of the Riparian Buffer and from Top of Bank to water edge on all Water Resources. This is to ensure the preservation and propagation of the Riparian Buffer areas and to provide the necessary conditions to ensure proper Water Resource function. If the riparian areas are found to be in any other vegetative state than that outlined below, then the Riparian Buffers shall be enhanced. Reference the Tennessee Urban Riparian Buffer handbook for guidance and more information.
 - (a) Vegetative state.
 - (i) The Riparian Buffer shall be enhanced to allow for Climax Successional Vegetation through the establishment of Native Vegetation and the removal of Exotic Invasive Vegetation. The Native Vegetation established shall be consistent with that of an undisturbed forest ecosystem with all classes of vegetation equally represented. Where appropriate the Riparian Buffer may be enhanced to allow for a native riparian meadow ecosystem to be established.
 - (ii) The Riparian Buffer shall consist of Native Vegetation along both sides of a Water Resource measured linearly perpendicular from Top of Bank.
 - (iii) Riparian Buffers shall be maintained perpetually on all properties in a manner that allows for growth of Climax Successional Vegetation.
 - (iv) No Clearing of existing Native Vegetation in the Riparian Zones shall be allowed, except as permitted in subsection 23-107(3) of this Title.
 - (b) Riparian Buffer Management Plans—Proposals for enhancement to restore the Ecological Integrity of the Riparian Buffer shall be submitted as a Riparian Buffer Management Plan ~~or landscape plan~~ to the City Engineer during the [Development and](#) Site plan review process, and any pertinent local, State, or Federal permits shall be obtained. The City Engineer shall approve the specific requirements of such plan prior to site plan approval or the issuance of a Grading and Stormwater permit or Grading Permit.
- (4) *Stream relocations.* Stream relocations shall only be permitted in rare circumstances where the need to address a highly unstable hydrological condition can be clearly demonstrated by the following:
 - (a) The applicant shall apply for a variance pursuant to Chapter 3 of this Title.

- (b) The relocation shall create a high-quality aquatic habitat, restore natural flow regimes and natural Streamside conditions, and shall result in overall water quality improvements.
- (c) The applicant shall submit a Riparian Buffer Management Plan and Long-Term Maintenance Plan as prescribed in the Grading and Stormwater Management Permit requirements. A copy of any applicable Federal or State permits shall be supplied to the City Engineer prior to the commencement of relocation.

(5) *Riparian Buffer width averaging, Clearing activities, and crossings.*

- (a) The Riparian Buffer ~~Z~~one 2 width may be averaged in Limited Areas in conjunction with targeted restoration plans that make comparable improvements to both the Ecological Integrity within the Riparian Buffer and water quality of the Water Resource. Restoration plans may include Stream bank restoration, revegetation, habitat improvements, or other bioengineering methods, as approved in a Riparian Buffer Management Plan by the City Engineer, or his designee. Averaging of the Riparian Buffer Zone 2 width in Limited Areas may be applied to specific areas of an overall Development and shall be approved on a case-by-case basis (in no case shall averaging be allowed in the zone 1 Riparian Buffer). Averaging shall occur on the same Water Resource and on the same side of the Water Resource as the ~~E~~ncroachment. Riparian Buffers shall be evenly averaged in Limited Areas and shall be placed in areas that provide the same ~~the~~ water quality and ecological Water Resource benefit. Averaging request shall demonstrate the same practical difficulty as a variance request outlined in ~~Section~~section 23-304(3)(a).
- (b) Riparian Buffer crossings shall be approved by the City Engineer, or his designee on a case by case basis. Attempts should be made to limit the number and width of road and utility crossings across Water Resources. Utilities shall be located under pavement where possible. Riparian Buffer crossings shall be approved in a Riparian Buffer Management Plan by the City Engineer, or his designee.
 - (i) Above and underground utilities such as, but not limited to, sanitary sewer mains, water mains, gas, electric, phone, and internet shall be located outside of the Riparian Buffer except for crossings.
 - (ii) Crossing Water Resources with utilities shall be minimized and shall cross with road crossings where possible. If crossings at roads is impractical, the utility shall cross perpendicular, ± 15 degrees to the Water Resource. Riparian Buffer ~~Encroachments~~square footage lost due to impacts from crossing activities shall be averaged or mitigated on a 1:1 basis on-Site. Note that such crossings may still require Federal, State, and/or local permits.
 - (iii) The City Engineer, or his designee, may approve new driveways or road crossings through or across Riparian Buffer zones on a case-by-case basis. It shall be demonstrated that access across the Riparian Buffer is necessary and that the Riparian Buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, ± 15 degrees, to the Water Resource and/or Riparian Buffer with careful detail to protecting trees and vegetation and minimizing Site Grades. Crossings shall utilize a spanning open bottom Culvert with footings located outside of the Stream and embankments. Stream encapsulations shall be prohibited. ~~unless approved by a variance request to the Stormwater Appeals Board~~. Riparian Buffer square footage lost due to impacts from crossing activity shall be mitigated on a 1:1 basis on-Site. Note that such crossings may still require Federal, State, and/or local permits.

(6) *Development plan, site plan and Construction activity requirements.*

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- (a) The parameters of the Riparian Buffer shall be delineated by the applicant prior to the pre-application phase of a Development submittal. A Riparian Buffer Management Plan shall be required for any project that contains Water Resources and Riparian Buffers. The Riparian Buffer Management Plan shall show all Riparian Buffer Encroachments, Averaging, Mitigation, offsets, comparable improvements to water quality and any Riparian Buffer enhancements outlined in 23-107(3).
 - (b) Riparian Buffer boundaries shall be clearly indicated on all plats and plans including Development plans, regulating plans, Site plans, conservation subdivisions, preliminary plats, final plats, as well as permits and official maps, and shall:
 - (i) Show the extent of any Riparian Buffer on the subject property and clearly label as "Riparian Buffer" along with the required Riparian Buffer Zone and width.
 - (ii) Provide a note to reference the Riparian Buffer, labeled as: "There shall be no Mowing, Clearing, Grading, Construction, storage, or disturbance of vegetation in Riparian Buffers except as permitted by the City Engineer, or his designee."
 - (iii) Provide a note to reference protective covenants governing all Riparian Buffer areas, labeled as: "Any Riparian Buffer is subject to protective covenants recorded in the register of deeds (Williamson County). Disturbance and use of these areas is restricted; severe penalties apply."
 - ~~(iii)~~(iv) Offset five (5) feet from any Structure(s) including but not limited to buildings, parking lots, SCMs, roads, drive isles, outfalls, EPSC measures, Bridges, culverts, retaining walls, Channels, etc, unless it can be demonstrated that the construction of the Structure can be accomplished without Encroachment into the Riparian Buffer.
 - (c) Riparian Buffer areas shall be protected during all Development activities. Construction layout survey shall include fencing and labeling of the Riparian Buffer areas. Use of a combination of fencing and flagging to ensure adequate visibility shall be required. Riparian Buffer boundaries shall be marked with signs that persist before, during, and after Construction to prevent entry of Construction equipment, storage, and stockpiling.
 - (d) Permanent boundary markers, in the form of signage approved by the City Engineer, or his designee, shall be installed prior to the issuance of a Grading and Stormwater permit. Signage shall be posted and clearly observable at the edge of the Riparian Buffer, each lot line, and at a maximum spacing of 150 feet. Properties with a large amount of Riparian Buffer frontage may request a reduction in spacing requirements, subject to approval from the City Engineer, or his designee. The size of the sign shall be 12 inches by 18 inches rectangle or greater and shall contain the message, "Riparian Buffer Do Not Disturb" or other language approved by the City Engineer, or his designee.
 - (e) All Riparian Buffers shall be placed in open space lot to be maintained per section 23-108 of this Chapter. Commercial developments shall be allowed to place Riparian Buffers in a Riparian Buffer conservation easement in lieu of open space lots.
 - (f) Stormwater Management Features shall not be allowed or placed within the Riparian Buffer. All concentrated flow from Stormwater Management Features shall be converted to sheet flow before entering the Riparian Buffer or Water Resource.
- (7) *Enforcement procedures.*
- (a) Any person violating the provisions of this Chapter shall be subject to the penalties set forth in section 23-111 of this Title.
 - (b) Riparian Buffers shall be actively managed with periodic buffer surveys. Violators shall be served with civil penalties per section 23-111(4)(d) of this Chapter and shall be required, at their own expense, to revegetate, according to an approved Riparian Buffer Management Plan, and maintain

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the section of the Riparian Buffer encroached upon, using only plants from a list of Native Vegetation provided by the City Engineer. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the City Engineer, or his designee. Specimen trees shall be replaced as required by the City's Zoning Ordinance.

- (8) *Variance and appeal procedures.* Variance and appeal requests shall be submitted pursuant to Section 23-301 et seq. of this Title.
- (9) *Other requirements.* If deemed appropriate by the City Engineer, or his designee, during the plan review process, each new Development shall evaluate Water Resource conditions and shall be required to address the following:
 - (a) Stabilization and/or restoration within or adjacent to the Water Resource.
 - (b) Additional water quality protection.
 - (c) Channel Erosion.
 - (d) Stream pollution.
 - (e) Habitat degradation.

Sec. 23-108. - Maintenance requirements.

- (1) The Maintenance responsibilities for permanent Stormwater Management Features [and Riparian Buffers](#) shall be determined based upon the type of ownership of the property which is controlled by the Stormwater Management Features.
- (2) Single entity ownership. Where the permanent [Riparian Buffers and Stormwater Management Features](#) are designed to manage runoff from property in a single entity ownership as defined below, the Maintenance responsibility for the Stormwater Management Features shall be with the single entity owner.
 - (a) The stated responsibilities of the entity in terms of owning and maintaining the Stormwater Management Feature [and Riparian Buffers](#) shall be submitted with the [IMA/LTMPStormwater Management Plan](#) for determination of their adequacy. Approval of the [IMA/LTMPStormwater Management Plan](#) shall be conditioned upon the approval of these terms. These terms shall be in writing ~~on the form of an the IMA Inspection and Maintenance Agreement~~, shall be recorded at the register of deeds office, and shall, in addition to any other terms deemed necessary by the City, contain a provision permitting inspection at any reasonable time by the City Engineer, or his designee, of all such features or facilities deemed critical in the public welfare.
 - (b) A single entity shall be defined as an association, public or private corporation, partnership firm, trust, estate, or any other legal entity allowed to own real estate exclusive of an individual lot owner.
 - (c) Upon approval of the [IMA/LTMPStormwater Management Features](#) by the City, the ~~features~~ owner(s) shall demonstrate the ability to garner and apply the financial resources necessary for long-term Maintenance requirements. The funding mechanism shall be in a form approved by the City. The City will only approve funding mechanism(s) for long-term Maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.
 - (d) Unless made specifically clear in the preliminary stages of the Site design and Construction plan review procedure, it will be assumed that all Stormwater ~~Management Features~~[Detention, Retention, treatment or storage facilities](#) and/or devices, and Riparian Buffers shall be owned, operated, and maintained by a single entity as defined above.
 - (e) All Stormwater Management Features [and Riparian Buffers](#) physically located within a section or lot shall be contained and referenced in that section or lots IMA and LTMP for a site. In some cases of [Regional Stormwater Management Features](#)~~regional features~~ the City Engineer may allow

otherwise if private agreements are in place denoting maintenance responsibilities.

- (3) *Municipal ownership.* Where the City has accepted an offer of dedication of permanent Stormwater Management Features or infrastructure, the City shall be responsible for Maintenance. Dedication of a permanent Stormwater Management Feature shall be through a formal agreement or plat recorded at the Williamson County, Tennessee Register of Deeds. Existing or proposed public utility or drainage easements shall not constitute a formal agreement and shall not constitute any real or implied Maintenance requirement upon or by the City.
- (4) *Construction performance agreement.* The City may require the posting of a performance agreement to secure the structural integrity of said facilities as well as the functioning of said facilities in accordance with the City of Franklin Zoning Ordinance.

Sec. 23-109. - Allowable and Illicit Discharges.

- (1) No person shall discharge or cause to be discharged into the City's MS4 or Water Resources, as determined by the City Engineer, any materials, including but not limited to, Pollutants or waters containing any Pollutants that cause or contribute to violation of applicable water quality standards, other than Stormwater and except as permitted by section 23-109(4) of this Title. [Violations of any items within this section are subject to enforcement actions outlined in Section 23-111.](#)
- (2) Contamination of Stormwater runoff from Hot Spots shall be prohibited and subject to the maximum penalties as specified in section 23-111(4)(d)(iv) of this Title.
- (3) Except as hereinafter provided, all non-Stormwater discharges into the MS4 shall be prohibited and declared to be unlawful.
- (4) Unless the City Engineer has identified them as a source of Pollutants to the Waters of the State, the following non-Stormwater discharges into the MS4 shall be lawful:
 - (a) Discharges from emergency firefighting activities.
 - (b) Diverted screen flows.
 - (c) Rising ground waters.
 - (d) Uncontaminated groundwater infiltration to separate storm sewer systems (as defined by 40 CFR35.2005(20) as may be amended.
 - (e) Uncontaminated pumped ground water.
 - (f) Discharges from potable water sources as required for system Maintenance.
 - (g) Drinking water line flushing.
 - (h) Foundation drains and pumps.
 - (i) Air conditioning condensate.
 - (j) Landscape irrigation.
 - (k) Irrigation water.
 - (l) Lawn watering.
 - (m) Uncontaminated springs.
 - (n) Water from crawl space pumps.
 - (o) Uncontaminated footing drains and pumps.
 - (p) Individual residential car washing.
 - (q) Flows from riparian habitats and Wetlands.

- (r) Dechlorinated swimming pool discharges in which chlorination has not been added within 48hrs.
 - (s) Street wash waters resulting from normal street cleaning operations.
 - (t) Controlled flushing of Stormwater conveyances (controlled by appropriate Best Management Practices).
 - (u) Discharges within the constraints of a NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
 - (v) Discharges approved at the discretion of the City Engineer.
- (5) The Construction, use, Maintenance, or continued existence of Illicit Connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, Illicit Connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is in violation of this Title if the person connects a line conveying sewage to the MS4 or allows such connection to continue.
 - (6) The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary [in Section 23-111](#) to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.
 - (7) Every person, or such person's lessee or other designee, owning or maintaining property through which the City's MS4, Public Utility and Drainage Easement, Channel or ditch that conveys Stormwater, or Water Resource passes shall keep the aforementioned within the property free of trash, debris, Structures, and other obstacles that would pollute, contaminate, or significantly retard, slow, spread or impede the flow of water.
 - (8) Notwithstanding other requirements of law, as soon as any person responsible for a Facility or operation, or responsible for emergency response for a Facility or operation has information of any known or suspected release of materials which are resulting or may result in Illicit Discharges or Pollutants discharging into the MS4 or Waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the City no later than the next business day.

Sec. 23-110. - Rule-making authority.

- (1) The City Engineer shall have authority to implement this Title by appropriate regulations, guidance, or other related materials. In this regard, technical, administrative, or procedural matters or documents may be modified as needed to meet the objectives and policies defined above, so long as such modifications as to technical, administrative, or procedural matters or documents are not contrary or beyond the intent of the objectives and policies defined above.
- (2) Documents referenced above may be updated periodically to reflect the most current and effective practices and shall be made available to the public. However, the failure to update the manual shall not relieve any applicant from the obligation to comply with the Stormwater Ordinance (this Title) and shall not prevent the City Engineer from imposing the most current and effective practices.
- (3) Regulations, guidance, or other related materials or documents that may be given authority by this Title may include, but are not limited to, [Stormwater and Grading Permits](#), BMP manuals, design regulations and requirements, submittal checklists, review checklists, inspection checklists, certifications, Stormwater management manuals, Stormwater inspection manuals, and operation and Maintenance manuals. The document(s) may include information deemed appropriate by the City Engineer, including guidance and specifications for the preparation of Stormwater Management Plans, selecting environmentally

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sound practices for managing Stormwater, minimum specifications and requirements, more complete definitions, and performance standards.

- (4) The above referenced documents shall not in any way require specific commercially available products. However, they may refer to performance specifications, class of devices, Construction, or management practice.

Sec. 23-111. - Enforcement.

The City shall have the authority to institute appropriate actions or proceedings at law or equity for the enforcement of this Title. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Any person unlawfully polluting Water Resources or the City's MS4 system~~the Waters of the State~~ or violating or failing, neglecting, or refusing to comply with any provisions of this Title as it relates to Tenn. Code Ann. § 69-3-101 et seq. (as it may be amended) commits a Class C misdemeanor. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. Any of the following enforcement remedies and penalties shall be available to the City in response to violations of this Title. If the person, property or Facility has or is required to have a Stormwater discharge permit from the TDEC, the City shall alert the appropriate State authorities of the violation.

- (1) *Notice of violation (NOV).* Whenever designated City staff find that any person, company, Facility, Permittee, Operator, or property owner~~ing~~ or person occupying a premise has violated or is violating this Title or order issued hereunder, the City Engineer, or his designee, may serve, by personal service, or by registered or certified mail, upon said person a written NOV. The NOV shall outline violations observed onsite, corrective actions required and specify a timeframe for corrective actions to be completed by. Failure of the violator to comply with the stated conditions shall result in further enforcement actions and timelines outlined within the NOV or within Section 23-111. Within 30 days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, which shall include specific required actions, shall be submitted to the City staff. Submission of this plan shall in no way relieve liabilities for violations occurring before or after receipt of the NOV.
- (2) *Revocation of permit.* The City Engineer, or his designee, may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure, as determined by the City Engineer, or his designee, from the approved Site application plans, design guidelines or specifications; refusal or failure to comply with the requirements of State or local law; refusal or failure to comply with enforcement actions outlined in Section 23-111; or for false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of any applicable State or local law may also be revoked.
- (3) *Compliance order.* If any person, company, or Facility shall violate the provisions of this Title, the City Engineer, or his designee, may give notice to the owner or to any person in possession of the subject property, ordering that all unlawful conditions existing thereupon be abated within a schedule defined from the date of such notice.
- (a) The City Engineer, or his designee, shall have the authority to establish elements of a Stormwater Pollution Prevention Plan, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this Title. The City Engineer, or his designee, may establish the requirements of Best Management Practices for any premises.
- (b) The notice and order may be given provided that if, in the opinion of the City Engineer, or his designee, the unlawful condition is such that it is of imminent danger or peril to the public, then an authorized City representative may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property. The City, as described further in this subsection, may recover the cost of such actions from the property owner.

- (4) *Civil penalties.* Any person, company, Facility, or property who has been found to have been in violation of any provision of this Title may be assessed a civil penalty by the City Engineer, or his designee, and may be served, by personal service, or by registered or certified mail, upon said person. Civil penalties shall not exceed the amount presented in this subsection.
- (a) The penalty may increase by 25 percent of the previous penalty amount for every subsequent but separate offense made by the same person, company, or Facility. The penalty shall be additional to other enforcement actions of this section.
 - (b) The penalty may be assessed by the City Engineer, or his designee, for each day beyond schedules applied in compliance orders or other schedules issued to the property owner or other person responsible for unauthorized activity defined in this Title.
 - (c) In determining the amount of the penalty, the City Engineer, or his designee, shall consider the following:
 - (i) The degree and extent of the harm to the natural resources, to the public health, or to the public or private property resulting from the violation;
 - (ii) The duration and gravity of the violation;
 - (iii) The effect on ground or surface water quality;
 - (iv) The cost of rectifying the damage;
 - (v) The amount of money saved by noncompliance;
 - (vi) Whether the violation was committed willfully or intentionally;
 - (vii) The cumulative effect of other enforcement actions applied for the same offense;
 - (viii) The prior record of the violator in complying or failing to comply with the Stormwater quality management program; and
 - (ix) The costs of enforcement to the City.
 - (d) The maximum daily civil penalties shall be determined by the City Engineer, or his designee, based on the type of offense. This indicates the maximum that may be imposed for a first offense and does not reflect the increases described above for repeat offenses. Payment of civil penalties are due 30 days after issuance by the City Engineer, or his designee. Failure to pay civil penalties within thirty (30) calendar days of the Civil Penalty letter being served, may results in further enforcement actions determined by the City Engineer, or his designee, as defined in Section 23-111.
 - (i) *Development without permit—\$10,000.00.* To engage in any Development, Redevelopment, use, Construction, remodeling, or other activity of any nature upon land or improvements thereon subject to the jurisdiction of this Title without all required permits, certificates, or other forms of authorization as set forth in this Title.
 - (ii) *Development inconsistent with permit—\$5,000.00.* To engage in any Development, Redevelopment, use, Construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
 - (iii) *Violation by act or omission—\$5,000.00.* Any person, company, Facility, or property that violates, by act or omission, any term, variance, modification, standard, requirements, condition, or qualification placed by the City or its agent departments upon any required permit, certificate, Site plan, Development plan, Inspection and Maintenance Agreement, Long Term Maintenance Plan, or other form of authorization of the use, Development, Redevelopment, or other activity upon land or improvements thereon.
 - (iv) *Illicit Discharge—\$5,000.00.* Any person, company, Facility, or property who is found to

have improperly disposed of any substance that is not defined in section 23-110 of this Title or causes the City to be in noncompliance with any applicable environmental permit.

- (v) *Household products*—\$500.00. Any person, company, Facility, or property who is found to have improperly disposed of any substance not included in section 23-109 of this Title that was purchased over the counter for household use, in quantities considered normal for household purposes, which, upon discharge to the MS4 or drainage network, would have an adverse impact on water quality or cause the City to be in noncompliance with any applicable environmental permit.
- (vi) *Other offenses*—\$5,000.00. Any person, company, Facility, or property found to be in violation of any provision covered under this Title but not categorized by one of the above.
- (e) In the event there are penalties assessed by TDEC against the City caused by any person, company, or Facility, said person, company, or Facility shall be assessed the equivalent amount of civil penalty. This shall include, but is not limited to, penalties for improper disposal or illegal dumping, or Illicit Connections into the MS4.
- (5) *Stop Work Order*. Any person, company, or Facility who has been found to have been in violation of any provision of this Title may be issued a Stop Work Order. This shall be an order requiring the entity in violation to cease any and all work associated with any Grading, building, or Stormwater permit issued by the City. Work to correct or rectify the violation(s) may be allowed. This order is to be in place until all violations have been corrected in their entirety and all civil penalties have been paid to the City.
- (6) *Order to clean and abate/restore*. Any violator may be required to clean and/or restore land to its condition prior to the violation.
- (7) *Cost recovery*. If corrective action, including Maintenance delinquency, is not taken in the time specified or within a reasonable time if no time is specified, the City may take the corrective action, and the cost of the corrective action shall be the responsibility of the owner and the Developer. The cost of the abatement and restoration shall be borne by the owner of the property and the cost therefore shall be invoiced to the owner of the property. If the invoice is not paid within 90 days, the City shall have the authority to place a lien upon and against the property. If the lien is not satisfied within 90 days, the City is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a monetary judgment, by delivery to the assessor or a special assessment against the property.
- (8) *Injunctions and/or proceedings at law or in equity*. Any violation of this Title or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to State law.
- (9) *Fee or utility credit revocation*. This enforcement tool is intended to be available or used if there are, at any time, provisions for a funding mechanism managed by the City. This enforcement tool permits that credits or other measures to reduce fees or utility charges may be revoked, in full or in part, if any provision of this Title, or given authority per section 23-110 of this Title, is violated.
- (10) *Civil actions*. In addition to any other remedies provided in this Title, any violation of this Title may be enforced by civil action brought by the City Attorney. Monies recovered under this subsection shall be paid to the City to be used exclusively for costs associated with implementing or enforcing the provisions of this Title. In any such action, the City may seek, as appropriate, any or all of the following remedies:
 - (a) A temporary and/or permanent injunction;
 - (b) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which leads to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

- (c) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation; and/or
 - (d) Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life.
- (11) *Emergency orders and abatements.* The City Engineer, or his designee, may order the abatement of any discharge from any source to ~~a public or private~~ Stormwater conveyance system or Water Resources when, in the opinion of the City Engineer, or his designee, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit. In emergency situations where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be affected without presenting an immediate danger to the public health, safety, or welfare, or the environment or a violation of a NPDES permit, the City may perform or cause to be performed such work as shall be necessary to abate said threat or danger. The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of this subsection.

(12) *Appeals.* Upon issuance of an enforcement action of this Stormwater Management Ordinance (this Title), it shall be conclusive and final unless the accused violator submits a written Notice of Appeal to the City Engineer within ten (10) days of the enforcement action being served. If the City Engineer does not issue a decision within ten (10) days of the written Notice of Appeal, then the enforcement action is considered upheld. If the City Engineer does not reverse the decision or if the violation is considered upheld, the aggrieved party may appeal to the Stormwater Appeals Board by filing a written request for hearing within thirty (30) days of the City Engineer's decision on the appeal. The request for hearing shall state the specific reasons why the decision of the City Engineer is alleged to be in error and shall be accompanied by the Stormwater Appeals Board Application, Stormwater Appeals Board Checklist and a payment in the amount of \$750.00 to cover the cost of court reporters, transcripts, plan reviews, and other administrative costs associated with the appeal. In the event the Stormwater Appeals Board overturns the decision of the City Engineer, this payment may be refunded to the appellant.

~~(12)~~(13) *Failure to accept or undeliverable enforcement actions.* In cases where a violator refuses acceptance of an enforcement measure or an enforcement measure is declared undeliverable, then all timelines and dates mentioned in Section 23-111 shall be from date of issuance attempted delivery by City staff.

Sec. 23-112. - Severability.

- (1) Should any article, section, subsection, clause, or provision of this comprehensive Stormwater Management Ordinance (this Title) be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Title as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.
- (2) If any provisions of this Title and any other provisions of law impose overlapping or contradictory regulations or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

CHAPTER 2. - STORMWATER USER FEE

Sec. 23-201. - Definitions.

For the purpose of this Chapter, the following definitions shall apply; unless specifically noted herein, the definitions found in Chapter 1 also apply to this Chapter; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word

"shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be interpreted to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) *Bonds* means revenue bonds, notes, loans, or any other debt obligations issued or incurred to finance the costs of Construction.
- (2) *Calendar year* means a 12-month period commencing on the first day of January of any year.
- (3) *City Engineer* refers to the City of Franklin City Engineer who has the authority to delegate to designated staff.
- (4) *Costs of Construction* means costs reasonably incurred in connection with providing capital improvements to the system or any portion thereof, including, but not limited to, the costs of:
 - (a) Acquisition of all property, real or personal, and all interests in connection therewith including all rights-of-way and easements thereof;
 - (b) Physical Construction, installation, and testing, including the costs of labor, services, materials, supplies, and Construction services used in connection therewith;
 - (c) Architectural, engineering, legal, and other professional services;
 - (d) Insurance premiums taken out and maintained during Construction, to the extent not paid for by a contractor for Construction and installation;
 - (e) Any taxes or other charges which become due during Construction;
 - (f) Expenses incurred by the City or on its behalf with its approval in seeking to enforce any remedy against any contractor or sub-contractor in respect of any default under a contract relating to Construction;
 - (g) Principal of and interest of any bonds; and
 - (h) Miscellaneous expenses incidental thereto.
- (5) *Debt Service* means, with respect to any particular calendar year and any particular series of bonds, an amount equal to the sum of (i) all interest payable on such bonds during such calendar year, plus (ii) any principal installments of such bonds during such calendar year.
- (6) *Developed Property* means real property other than undisturbed property and vacant improved property.
- (7) *Dwelling Unit* means a singular unit or apartment providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- (8) *Equivalent Residential Unit* or ERU means the average Impervious Surface of residential developed property per dwelling unit located within the City and as established by the board.
- (9) *ERU rate* means a utility fee charged on each ERU as established by the board.
- (10) *Exempt Property* means public rights-of-way, public streets, public alleys, and public sidewalks.
- (11) *Extension and Replacement* means costs of extensions, additions, and capital improvements to, or the renewal and replacement of capital assets of, or purchasing and installing new equipment for, the system, or land acquisitions for the system and any related costs thereto, or paying extraordinary Maintenance and repair, including the costs of Construction, or any other expenses which are not costs of operation and Maintenance or debt service.
- (12) *Impervious Area* means the number of square feet of Impervious Surfaces as determined by the City Engineer which either prevent or retard the entry of water into Soil mantle, as it entered under natural conditions as undisturbed property, and/or causes water to run off the surface in

greater quantities or at an increased rate offlow from that present under natural conditions as undisturbed property, including, but not limited to, Structures, roofs, roof extensions, patios, porches, driveways, roads, sidewalks, pavement, concrete, other impermeable aggregates, and athletic courts.

- (13) *Multi-Residential Developed Property* means developed property with multiple Dwelling Units located on a single parcel and shall be but not limited to; apartments, condos, townhomes, and duplexes.
- (14) *Nonresidential Developed Property* means developed property that is not utilized for dwelling units within the City.
- (15) *Operating Budget* means the annual operating budget adopted by the City for the succeeding fiscal year.
- (16) *Operations and Maintenance* means the current expenses, paid or accrued, of operation, Maintenance, and current repair of the system, as calculated in accordance with sound accounting practice, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, labor, executive compensation, and cost of materials and supplies used for current operations, and charges for the accumulation of appropriate reserves for current expenses not annually incurred, but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice.
- (17) *Revenues* mean all rates, fees, assessments, rentals or other charges or other income received by the Stormwater user fee fund, in connection with the management and operation of the system, including amounts received from the investment or deposit of moneys in any fund or account and any amounts contributed by the City, all as calculated in accordance with sound accounting practice.
- (18) *Stormwater User Fee* means a fee authorized by ordinance(s) established to pay operations and Maintenance, extension and replacement, and debt service.
- (19) *Stormwater User Fee Fund* means the enterprise fund created by this Chapter to operate, maintain, and improve the system and for such other purposes as stated in this Chapter.
- (20) *Undisturbed Property* means real property which has not been altered from its natural state by dredging, Filling, removal of trees and vegetation, or other activities which have disturbed or altered the topography or Soils on the property.
- (21) *User Fee District* means the area or property within the corporate limits of the City of Franklin.
- (22) *Vacant Improved Property* means vacant property which is, or could reasonably be, served by any subdivision improvements that allow egress.

Sec. 23-202. - Fee established.

Subject to the provisions of this Chapter, each and every residential developed property, nonresidential developed property and vacant improved property, other than exempt property, within the corporate limits of the City, and the owners and non-owner users thereof, have imposed upon them a Stormwater user fee. In the event the owner and non-owner users of a particular property are not the same, the liability for each the owner and non-owner user for the Stormwater user fee attributable to that property shall be joint and several. The Stormwater user fee shall be a monthly or a regular interval service charge and shall be determined by the provisions of this Chapter and the ERU and ERU rate which shall be established and changed from time to time by the Board of Mayor and Aldermen.

Sec. 23-203. - Stormwater user fee collection.

The Stormwater user fee for metered property shall be billed and collected monthly with the monthly City's utility services bill for those properties within the corporate limits of the City utilizing the City utilities

and billed and collected separately as Stormwater user fees for those properties not utilizing other City utilities. All such bills for Stormwater user fees shall be rendered monthly by the utilities department. The Stormwater user fee for those properties utilizing City utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. The Stormwater user fee for unmetered property shall be billed at regular intervals. All bills for Stormwater user fees shall become due and payable in accordance with the rules and regulations of the utilities department pertaining to the collection of the Stormwater user fees.

Sec. 23-204. - Stormwater user fee determination.

There is hereby established the following uniform schedule of rates for impervious area located on a parcel:

- (a) The Board of Mayor and Aldermen, upon recommendation of the City Engineer, shall, by resolution, establish reasonable rates for each single-family residence: each single-family residence shall be billed at a flat fee established by the Board of Mayor and Aldermen for an equivalent residential unit (ERU).
- (b) Parcels which are undeveloped shall be assessed a Stormwater user fee. The bill shall be determined by dividing the total land area of the property, in square feet, by the area of an equivalent residential unit times a correction factor. The correction factor shall be based on the relative volume of runoff from an undeveloped property and that of a typical single-family residence, under typical hydrologic conditions.
- (c) For all nonresidential properties, that is enterprise, business establishment, Building, or other occupancy not covered by subsections (a) and (b) of this section, the ERU rate shall be computed based on the total impervious area of the property divided by the average impervious area of an ERU times the rate established for an ERU. The billing amount shall be updated by the City Engineer based on any additions to the impervious areas as approved through the building permit process.
- (d) Areas that contain infiltration-based BMP's such as pervious concrete, asphalt, or pavers shall not count towards total Site impervious area.
- (e) The following will be used to determine the ERU Rate for Multi-Residential Developed Property: In cases where one water tap serves a multi-residential property then the ERU Rate established will be based on the non-residential property formula. Exceptions to this policy will be where one parcel is served by multiple water taps. In this case each water tap will be billed an ERU rate equivalent to the number of single-family residential units served by that tap. Depending on the impervious footprint of each dwelling unit served by the water tap, this may be a small or large residential ERU rate. In special or unique circumstances, the City Engineer may establish the ERU Rate for properties and/or parcels that may not fit into one of the above categories.
- (f) In commercial cases where one parcel is served by multiple water taps, then the ERU Rate for all water taps located within that parcel shall be billed to the property owner and address on record for that parcel.
- (g) Any person who disagrees with the calculation of the Stormwater user fee's determination by the City Engineer or who seeks adjustments or exemption of his Stormwater user fee, may appeal such determination to the City Engineer. An ~~appeal shall~~ appeal shall be accompanied by a fee as specified in appendix A—Comprehensive fees and penalties, Title 23—Stormwater Management Ordinance, filed in writing and include a written statement of the grounds for the appeal, with reference to the Franklin Stormwater Management Credit and Appeal Manual or other appropriate documents available from the engineering department. The City Engineer will review the appeal and render a decision within thirty (30) ~~calendar days of receipt~~. The City Engineer's decision shall be in writing and mailed, certified return receipt requested, or hand-delivered to the address of the applicant contained in the appeal. In response to an appeal, the City Engineer may adjust the Stormwater user fee applicable to a

property in conformance with the general purpose and intent of this Title.

Sec. 23-205. - Equivalent residential unit (ERU) established.

The equivalent residential unit is hereby established to be 3,350 square feet of impervious area.

Sec. 23-206. - Equivalent residential unit (ERU) rate and tiers established.

- (1) *Intent.* The Board of Mayor and Aldermen intends to establish a base ERU rate and tiers of residential properties so that application of the ERU rate and tiers as established leads to a fair and equitable result and such that the collection of fees shall be proportional to the amount of actual use of the Stormwater management system. The fee Structure reflects different categories of use and tiers using commonly accepted statistical principles to achieve such equitable results.
- (2) *ERU rate established.* The ERU rate to be charged for the Stormwater user fee for each ERU is as specified in appendix A—Comprehensive fees and penalties, Title 23—Stormwater Management Ordinance.
 - (a) *Two tier residential ERU established.* Residential properties will be separated into two tiers: Residential units smaller than or equal to 3,350 square feet will pay 75 percent of the ERU rate per month and residential units larger than 3,350 square feet will pay 120 percent of the ERU rate per month.
 - (b) *Non-residential properties established.* Non-residential properties will pay monthly the ERU rate times the actual square footage of impervious area divided by the ERU.

Sec. 23-207. - Undisturbed property correction factor established.

The undisturbed property correction factor to be used to calculate the Stormwater user fee for each acre of undisturbed property is hereby established to be zero percent.

CHAPTER 3. - STORMWATER APPEALS BOARD

Sec. 23-301. - Established.

There is hereby established a board of seven members to be known as the Stormwater Appeals Board (“SAB”).

Sec. 23-302. - Composition; terms; filling vacancies.

- (1) The seven members of this board shall be appointed by the Mayor, subject to the approval of the Board of Mayor and Aldermen. The Mayor shall appoint members with the following qualifications: one (1) environmental Engineer or environmental scientist, one attorney, one person employed or retired from an industrial or commercial establishment regulated by this Title, and one person that is a member of an organized neighborhood organization or environmental group. At least one member of the SAB shall be a current member of the Board of Mayor and Aldermen.
- (2) All members shall serve until their successor is appointed. In the event of a vacancy, the Mayor shall appoint a member to fill the unexpired term subject to approval by the Board of Mayor and Aldermen. The SAB shall select its own Chair, Vice Chair and Secretary. All officers shall serve for terms of two years.
- (3) Officers of the Board shall consist of a Chair, a Vice Chair, and a Secretary.

Sec. 23-303. - General duties of the SAB.

In addition to any other duty or responsibility otherwise conferred upon the SAB by this Title, the SAB shall have the duties and powers as follows:

- (1) To recommend from time to time to the Board of Mayor and Aldermen that it amend or modify the provisions of this Title;
- (2) To hold hearings upon appeals from orders or actions of the City Engineer, or his designees, as may be provided under any provision of this Title relating to Stormwater;
- (3) To hold hearings relating to the suspension, revocation, or modification of a Stormwater Management and/or Grading Permit and issue appropriate orders relating thereto;
- (4) To hold hearings relating to an appeal from a user concerning the accuracy of any fees imposed upon a Stormwater management system user;
- (5) To hold such other hearings as may be required in the administration of this Title and to make such determinations and issue such orders as may be necessary to effectuate the purposes of this Title;
- (6) To request assistance from any officer, agent, or employee of the City or the Franklin Municipal Planning Commission and to obtain such information or other assistance as the SAB might need;
- (7) The SAB acting through its chair shall have the power to issue subpoenas requiring attendance and testimony of witnesses and the production of documentary evidence relevant to any matter properly heard by the SAB; and
- (8) The chair, vice chair or chair pro tem shall be authorized to administer oaths to those persons giving testimony before the SAB.

Sec. 23-304. - Variances.

- (1) The City Engineer, or his designee, and/or the SAB may grant a variance from the requirements in this Title, provided to do so would not result in the violation of any State or Federal law or regulation and if exceptional circumstances applicable to the Site exist such that strict adherence to the provisions of this Title will result in unnecessary hardship and will not result in a condition contrary to the intent of the Title.
- (2) The appellant shall submit a written request containing specific justifications, and any other information necessary to the City Engineer for the variance request first. The City Engineer shall conduct a review of the request for a variance within thirty (30) days after receipt and may either approve or deny the petition of variance. The City Engineer shall follow the same criteria as noted in section 23-304(3) for approving or denying a variance as the SAB. The City Engineer may require additional information or an independent third-party study or design analysis. If the City Engineer denies the variance, the reasons therefore shall be stated. If the petition for variance is approved by the City Engineer, no action shall be required by the SAB. Petitions for variances that are denied by the City Engineer shall be heard by the SAB if the appellant request such. Once the City Engineer's review is complete or the thirty (30) days for review has expired, the petition shall be subject to SAB action at the next regularly scheduled meeting or at a special meeting called at the discretion of the chair if needed. The appellant shall have thirty (30) days after the decision or ruling of the City Engineer to appeal to the SAB. If an appeal of a damage assessment or civil penalty is not requested within thirty (30) days after the damage assessment or civil penalty is served in any manner authorized by law, the violator shall be deemed to have consented to the damage assessment or civil penalty and it shall become final.
- (3) Variance requests shall be reviewed and may be granted using the following criteria:
 - (a) Those projects or activities where it can be demonstrated that strict compliance with the Title would result in practical difficulty. Each of the following criteria must be satisfied to show practical difficulty:
 - i. The problem is not self-created.
 - ii. The situation of the landowner is due to the unique conditions of the property. A unique condition is a condition that is peculiar to the subject property that relates to a physical aspect

Page 34

of the subject property.

- iii. Compliance with the strict letter of the restrictions governing physical requirements such as lot area, setbacks, and lot coverage unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.

(b) Those projects or activities serving a public need where no feasible alternative is available.

(c) The repair and Maintenance of public improvements where avoidance and minimization of adverse impacts to Water Resources have been addressed.

(e)(d) Those projects that can demonstrate comparable improvements to the Ecological Integrity and water quality of the Water Resource or Riparian Buffer. These improvements shall be in accordance and not violate any State and/or Federal permits.

(d)(e) Other considerations, such as:

- i. The proximity of the Facility to a waterfront location, in the case of a Functionally Dependent Facility.
- ii. The relationship of the proposed use to the Franklin Zoning Ordinance, comprehensive land use plan, and master drainage plans for that area.
- iii. The safety of access to the property in times of Flood for ordinary and emergency vehicles.
- iv. The costs of providing governmental services during and after Flood conditions including Maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and Bridges.
- v. Whether issuance of a variance is the minimum necessary so as not to destroy the character and design of a historic Building or feature.

(e)(f) In approving a variance, the City Engineer and/or SAB may impose conditions on the approval. The conditions shall be identified in the variance approval.

(f)(g) The decisions of the SAB shall be final and conclusive.

- (4) Effect of a variance. The issuance of a variance shall authorize only the particular variation that is approved. A variance, including any conditions, shall run with the land and shall not be affected by a change in ownership.
- (5) Subsequent Development. Development authorized by the variance shall not be carried out until the applicant has secured all other approvals required by this Title or any other applicable local, State, or Federal law or regulation. A variance shall not ensure that the Development feature approved as a variance shall receive subsequent approval for other applications for Development approval unless the relevant and applicable portions of this Title's other applicable provisions are met.
- (6) Time limit. Unless otherwise specified in the variance, an application for a Stormwater and/or Grading Permit shall be applied for and approved within one (1) year of the date of the variance approval; the City Engineer, or his ~~shall~~ designee, shall have the authority to extend this time limit for one (1) year by request of the property owner as long as significant changes have not occurred in Site design, riparian buffers, or water quality impacts. Following the expiration of these dates the variance shall become invalid and submission of a new variance shall be required. Once expired the Site shall meet all new requirements set forth in this Title. Permitted time frames do not change with successive owners.

Sec. 23-305. - Meetings: quorum.

- (1) The SAB shall hold regular monthly meetings on the third Tuesday of every month as needed, and needed, and such special meetings as the SAB may find necessary.

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- (2) Four members of the SAB shall constitute a quorum. A concurring vote of a majority of the voting members present shall be necessary to deny or grant any appeal or variance.
- (3) The SAB meetings, deliberations, and records shall be open to the public. The SAB shall provide for public comment as part of its meeting.

Sec. 23-306. - Hearing procedure: judicial review.

- (1) *When to be held.* The SAB shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this Title or regulations.
- (2) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The SAB shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the SAB shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the SAB by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the SAB with the original of the transcript so that it may be certified to court.
- (3) *Subpoenas.* The chair may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chair at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chair, the same shall be delivered to the chief of police for service by any police officer of the City, if the witness resides within the City. If the witness does not reside in the City, the chair shall issue a written request that the witness attend the hearing.
- (4) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by witnesses that the SAB may desire to call. Rebuttal witnesses shall be called in the same order. The chair shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the SAB. The SAB, the City Engineer, or his designee, and all parties shall have the right to examine the witness. The SAB shall not be bound by or limited to rules of evidence applicable to legal procedures.
- (5) *Appeal of City Engineer's order.* Any person aggrieved by any order or determination of the City Engineer may appeal said order or determination to the SAB and have such order or determination reviewed by the SAB under the provisions of this Title. The appellant shall have thirty (30) days from the City Engineer's decision, to petition the SAB in order to appeal the City Engineer's decision. A written Notice of Appeal to the SAB shall be filed with the City Engineer, and such Notice shall set forth with particularity the action or inaction of the City Engineer complained of, and the relief sought by the person filing said appeal. A payment of \$750.00 shall accompany this appeal, and the payment shall cover the cost of court reporters, transcripts, planreviews, and other administrative costs associated with the appeal, and may be refunded to the appellant by the SAB in the event the decision of the City Engineer is overturned. A special meeting of the SAB may be called by the chair upon the filing of such appeal, and the SAB may in its discretion suspend the operation of the order or determination of the City Engineer until such time as the SAB has acted upon the appeal.
- (6) *Absence of chair.* The vice-chair or the chair pro tem shall possess all the authority delegated to the chair by this section when action in his/her absence or in his/her stead is required.
- (7) *Review of SAB's decision.* Any person aggrieved by any final order of determination of the SAB hereunder shall have judicial review by common law writ of certiorari, or as otherwise provided by law.

SECTION II. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN

OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Administrator/Recorder

BY: _____
DR. KEN MOORE
Mayor

PASSED FIRST READING:
PUBLIC HEARING:
PASSED SECOND READING:

Approved as to Form:

| _____
William E. Squires, ~~Assistant Deputy~~ City Attorney



File #: 21-0907

DATE: July 24, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2025-31, An Ordinance To Establish A No-Parking-Anytime Zone Along The South Side Of Alpha Drive From Beta Drive East To And Around The Extents Of The Cul-De-Sac

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-31 An Ordinance To Establish A No-Parking-Anytime Zone Along The South Side Of Alpha Drive From Beta Drive East To And Around The Extents Of The Cul-De-Sac.

BACKGROUND/STAFF COMMENTS:

There have been a number of complaints received by the Police Department and Building and Neighborhood Services about body shop parking along Alpha Drive on both sides of the roadway and around the cul-de-sac. The roadway is 28' wide and makes ingress/egress to the businesses located along the south side of the roadway difficult. When vehicles are parked on both sides, only one lane exists, which makes it difficult for emergency vehicles, truck deliveries, and cement truck access to the plant located at the end of the cul-de-sac. This ordinance had almost unanimous support from the businesses located on the south side of the roadway between Beta Drive and the cul-de-sac. The business located at 116 Alpha Drive, directly across from Beta Drive, is moving out at the end of the month. Otherwise they said they would have signed the petition.

FINANCIAL IMPACT:

Signs and posts for this parking restriction are already supported in the Streets Department annual budget.

RECOMMENDATION:

Staff recommends that Ordinance 2025-31 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2025-31

**AN ORDINANCE TO ESTABLISH NO-PARKING-ANYTIME ZONES ALONG
THE SOUTH SIDE OF ALPHA DRIVE FROM BETA DRIVE EAST TO AND
AROUND THE EXTENTS OF THE CUL-DE-SAC**

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards for streets within the City; and

WHEREAS, the City of Franklin Engineering Department received business owner request to establish No-Parking-Anytime zones along the south side of Alpha Drive, to and around the extents of the Alpha Drive cul-de-sac; and

WHEREAS, the current width of Alpha Drive in this section is approximately twenty-eight (28) feet; and

WHEREAS, parking on both sides of the street and in the cul-de-sac severely restricts business and emergency access; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. That a NO PARKING ANYTIME zone be created on the south side of Alpha Drive from Beta Drive to the end of the street and around the cul-de-sac.

SECTION II. That that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Deputy City Attorney

PASSED FIRST READING

PASSED SECOND READING:

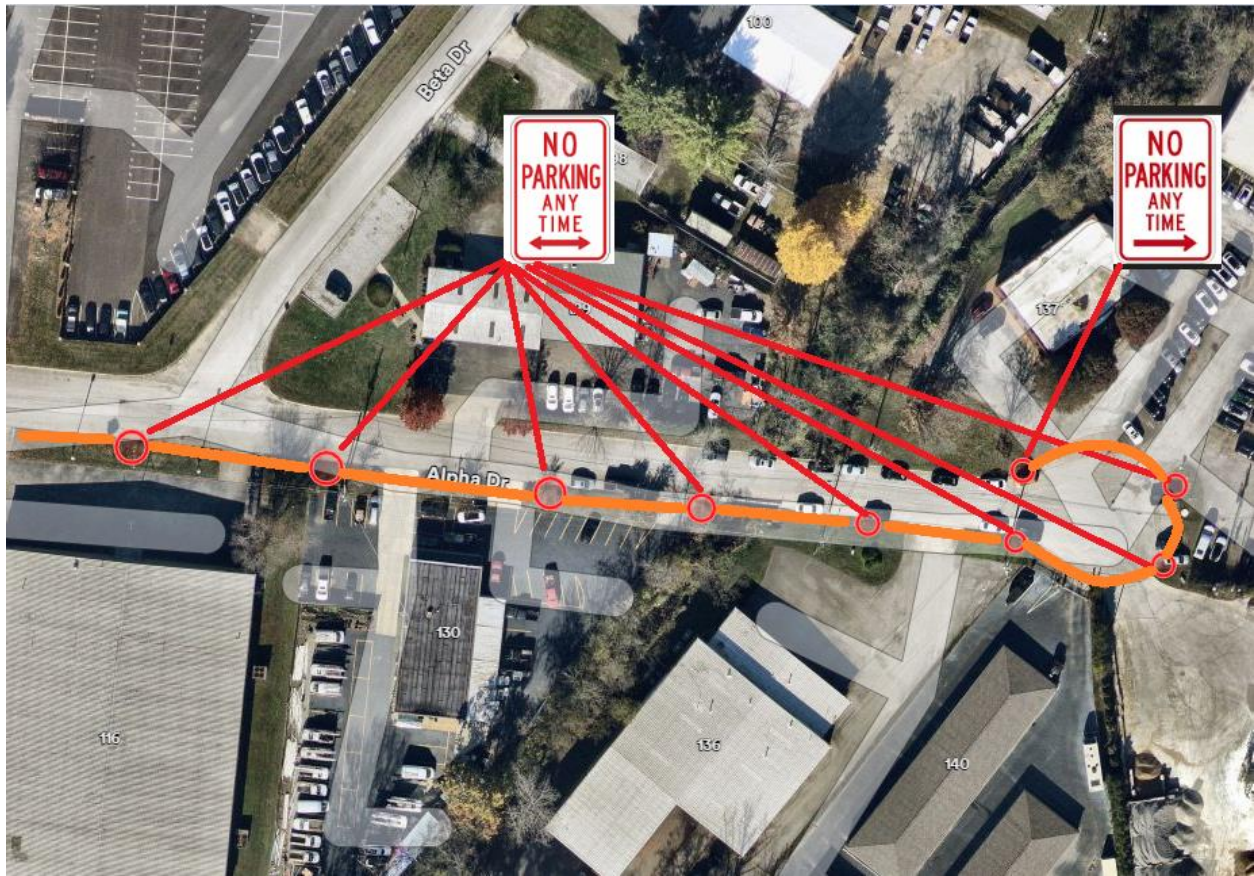


Figure 1 No Parking Exhibit Extents

NEIGHBORHOOD STREET NO PARKING PETITION FORM

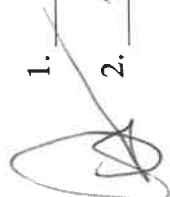
Name of neighborhood and/or requesting organization: Alpha Drive Commercial Properties

Contact person: Adam Moser Telephone: 615-550-6663

Street(s) to be prohibited: Alpha Drive from Beta Drive to Eastern Cul-De-Sac

Request Statement: To Preserve Commercial Property Ingress/Egress and for the Safety of the Commercial Properties, Install "No Parking Anytime" Signs on the south side of Alpha Drive From Beta Drive Easterly to the End of the Street, Including Around the Cul-De-Sac.

SIGNATURES:

	Property Owner Name	Address	Telephone No.
1.		<u>116 Alpha Dr</u>	
2.	<u>Wiremasters (via email)</u>	<u>130 Alpha Dr</u>	<u>615-366-9663</u>
3.		<u>136 Alpha Dr</u>	
4.	<u>Rick Puncocchar (via email)</u>	<u>140 Alpha Dr</u>	
5.	<u>SRM (via email)</u>	<u>148 Alpha Dr</u> ✓	

From: [Rick Puncchochar](#)
To: [Adam Moser](#)
Subject: Re: Alpha Dr No Parking Zone
Date: Tuesday, July 22, 2025 7:40:39 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I will support this request. When the auto body shop moved in they blocked my gate several times. I gave them a proposal to tear out parking up to 10 of their employees cars on my lot (for a fee) but they never followed up.
So put my name down in support of restricted parking

On Mon, Jul 21, 2025, 1:38 PM Adam Moser <adam.moser@franklinton.gov> wrote:

Good Afternoon

There have been a number of complaints about parking on Alpha Dr and impeding traffic/Fire/EMS. I have been asked to reach out to see if your business would provide a signature or input in support of an ordinance to restrict parking on the south side of Alpha Drive, and around the cul-de-sac. Parking would still be allowed on the north side of the roadway as the auto-body businesses have said they will not sign any 'no-parking' petition and they front that side of the street.

As a business fronting this potential no-parking zone, we'd love to get your feedback on if you think this is an issue to be addressed.

Thank you in advance.

Adam Moser, P.E.
City Traffic Engineer
City of Franklin
[109 3rd Avenue South, Suite 133](#)
[Franklin, TN 37064](#)
P: (615)-550-6663
adam.moser@franklinton.gov

The information included in this email is not to be used for design or engineering purposes. An individual or organization must provide calculations and construction plans to the City and verify all information that is shared in this communication prior to construction. The City is not responsible for any errors or omissions contained herein. This message has been

NEIGHBORHOOD STREET NO PARKING PETITION FORM

Name of neighborhood and/or requesting organization: Alpha Drive Commercial Properties

Contact person: Adam Moser Telephone: 615-550-6663

Street(s) to be prohibited: Alpha Drive from Beta Drive to Eastern Cul-De-Sac

Request Statement: To Preserve Commercial Property Ingress/Egress and for the Safety of the Commercial Properties, Install "No Parking Anytime" Signs on the south side of Alpha Drive From Beta Drive Easterly to the End of the Street, Including Around the Cul-De-Sac.

SIGNATURES:

	Property Owner Name	Address	Telephone No.
1.		<u>116 Alpha Dr</u>	
2.		<u>130 Alpha Dr</u>	
3.		<u>136 Alpha Dr</u>	
4.	<u>Rick Puncocochar (via email)</u>	<u>140 Alpha Dr</u>	
5.	<u>Chris Pinson</u>	<u>148 Alpha Dr</u>	<u>931-637-1275</u>

From: [Daniel Brady](#)
To: [Adam Moser](#)
Subject: FW: Alpha Drive Parking Situation
Date: Wednesday, July 23, 2025 10:09:57 AM
Attachments: [WireMasters-Logo-250x102.PNG8 ec69ab4f-ac1a-4795-8644-00eb667c9b12.png](#)
[icon facebook 6a346a9f-50b4-4775-9e91-a7940f554e68.png](#)
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[emailfooterfastconnectcopy 20b032d0-4c76-4e5e-8485-1b420aeeccfc8.png](#)

From: Brent Hill <brent.hill@wiremasters.com>
Sent: Wednesday, July 23, 2025 9:09 AM
To: Daniel Brady <daniel.brady@franklintn.gov>
Subject: Alpha Drive Parking Situation

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Daniel

As discussed this morning, I am in total agreement that something must be done to solidify the parking situation on Alpha Dr in Franklin. We've had issues for years at this point, from difficulty driving down the street to tow trucks unloading cars in my parking lot. It's been frustrating for a long time, so I do hope that there is something the City of Franklin can do to correct the issue. We discussed eliminating parking on the south side of the street and Cul de Sac, and I believe that would be a step in the right direction. Thank you!

Brent Hill
Owner

WireMasters, Inc.



Tel: 855.WM.SPOOL
(1.855.967.7665)
brent.hill@wiremasters.com

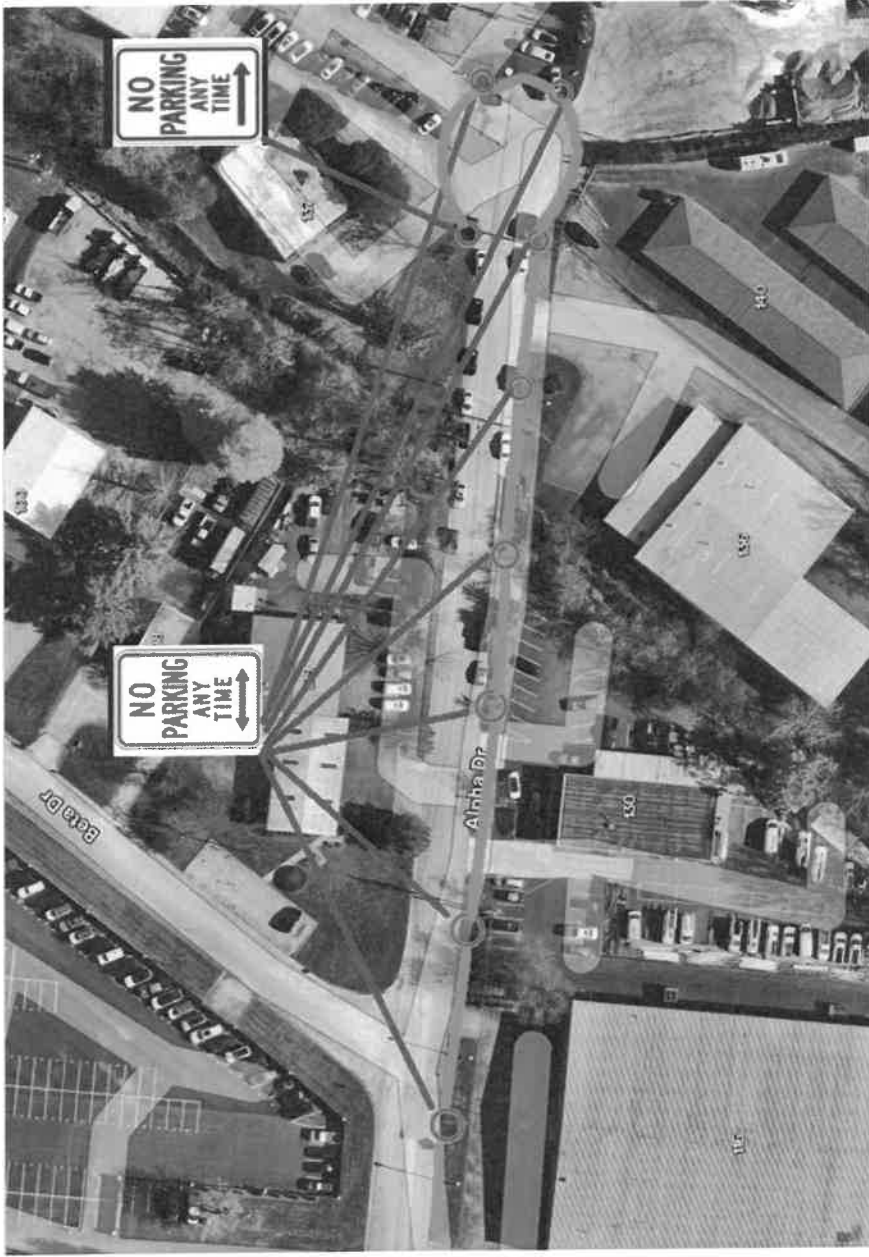


Figure 1 No Parking Exhibit Extents



File #: 21-0976

DATE: August 4, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of DRAFT Resolution 2025-67, A Resolution Declaring An Existing Section Of Pedestrian Access Easement In The Stream Valley PUD Subdivision Generally Located In Between Lots 282 & 283 Of The Stream Valley PUD Subdivision Section 9 As Surplus Property And Authorizing Its Disposal By The City Administrator

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolutuion 2025-67.

BACKGROUND/STAFF COMMENTS:

The developer of the Stream Valley PUD Subdivision originally proposed a public walking trail as part of the development plan. However, the developer, HOA, and affected property owners have since agreed not to pursue the trail. As a result, the associated public access easement is no longer needed by the City of Franklin.
In alignment with standard practice and city policy, this excess easement will be formally abandoned through the appropriate legal process.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Resolution 2025-67 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-67

A RESOLUTION DECLARING AN EXISTING SECTION OF PEDESTRIAN ACCESS EASEMENT IN THE STREAM VALLEY PUD SUBDIVISION GENERALLY LOCATED IN BETWEEN LOTS 282 & 283 OF THE STREAM VALLEY PUD SUBDIVISION SECTION 9 AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL BY THE CITY ADMINISTRATOR

WHEREAS, the Board of Mayor and Aldermen (BOMA), by approving this resolution, are determining that the existing section of the pedestrian access easement in the Stream Valley PUD Subdivision generally located in between lots 282 & 283 of the Stream Valley PUD Subdivision as shown on Exhibit A is of no further feasible use to the City as pedestrian access easement ; and

WHEREAS, the City desires to declare this existing section of the Stream Valley PUD Subdivision pedestrian access easement as surplus in order to dedicate it to the owners of the adjacent properties, Jeffrey & Kristin Trudeau and Wesley & Julie McDaniel, Map #1170 00900 000101170 and Map #1170 00800 000101170 ; and

WHEREAS, Staff has determined the value of the pedestrian access easement to be less than \$75,000 ; and

WHEREAS, Franklin Municipal Code Sec. 5-802(4) allows for the Board of Mayor and Aldermen to sell or dispose of real property, or any interests or rights therein, by waiving the requirements of public advertisement and bid procedure, and proceeding by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

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

Section I. The pedestrian access easement as shown in attached Exhibit A is hereby declared surplus property.

Section II. The Mayor and City Administrator are hereby authorized to negotiate and enter into a contract to dispose of the pedestrian access easement shown on Exhibit A.

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

ATTEST:

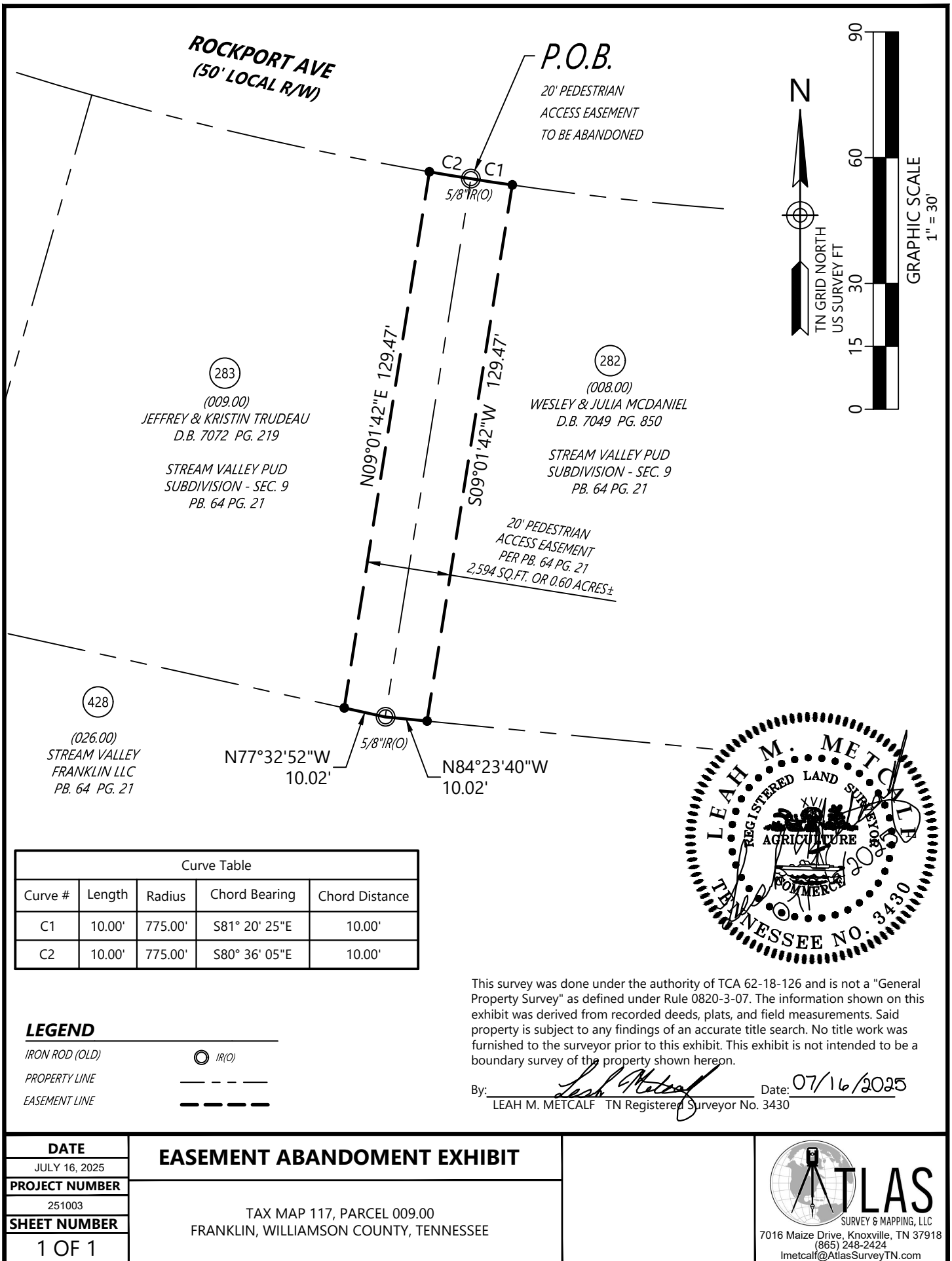
By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Deputy City Attorney



PEDESTRIAN ACCESS EASEMENT ABANDONMENT

SITUATED in the City of Franklin, Williamson County, Tennessee, identified as portions of Parcel 008.00 & 009.00 on Tax Map 117, said Parcels also known as Lot 282 & Lot 283 of Stream Valley PUD Subdivision - Section 9, in Plat Book 64, Page 21, as recorded in the Register's Office of Williamson County (ROWC), Tennessee, and being more particularly described as follows:

BEGINNING at a point in the south right of way line of Rockport Ave (50' right of way) being the northmost common corner of aforesaid Lots 282 & 283; thence along said right of way, with a curve to the left having a radius of 775.00 feet, an arc length of 10.00 feet, and a chord bearing and distance of South 81 deg. 20 min. 25 sec. East, 10.00 feet to a point; thence departing from said right of way, South 09 deg. 01 min. 42 sec. West 129.47 feet to a point in the south line of aforementioned Lot 282; thence along the south line of Lot 282, North 84 deg. 23 min. 40 sec. West 10.02 feet to an Iron Rod (Old) being the southmost common corner of aforesaid Lots 282 & 283; thence with the south line of said Lot 283, North 77 deg. 32 min. 52 sec. West 10.02 feet to a point; thence leaving said south line North 09 deg. 01 min. 42 sec. West 129.47 feet to a point in the aforementioned right of way line; thence along said right of way line being a curve to the left, having a radius of 775.00 feet, an arc length of 10.00 feet, and a chord bearing and distance of South 80 deg. 36 min. 05 sec. East, 10.00 feet, to the POINT OF BEGINNING.

CONTAINING 2,594 square feet or 0.60 acres more or less.



City of Franklin

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

File #: 21-0996

DATE: August 5, 2025
TO: Capital Investment Committee
FROM: Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of DRAFT Resolution 2025-68, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Corporate Centre Drive Generally Located North Of Cool Springs Blvd And West Of Carothers Parkway As Surplus Property And Authorizing Its Disposal By The Mayor And City Administrator

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-68.

BACKGROUND/STAFF COMMENTS:

Resolution 2025-68 seeks approval from the Board of Mayor and Aldermen (BOMA) to declare an existing section of Corporate Centre Drive right-of-way, generally located north of Cool Springs Boulevard and west of Carothers Parkway (Exhibit A), as surplus property.

City staff has reviewed the right-of-way and determined that this section is of no further feasible use to the City for public right-of-way purposes. The adjacent parcels are identified as follows:

Map # 062 01009 00008062 – Boyle Cool Springs Joint Venture

Map # 062 01004 00008062 – Boyle Cool Springs Joint Venture

Map # 062 01005 00008062 – First State Properties, Inc.

The intent is to return this right-of-way to the adjoining property owners and establish a PUDAE.

FINANCIAL IMPACT:

There is no financial impact to The City.

RECOMMENDATION:

Staff recommends that Resolution 2025-68 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-68

A RESOLUTION DECLARING AN EXISTING SECTION OF RIGHT-OF-WAY KNOWN AS CORPORATE CENTRE DRIVE GENERALLY LOCATED NORTH OF COOL SPRINGS BLVD AND WEST OF CAROTHERS PARKWAY AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL BY THE MAYOR AND CITY ADMINISTRATOR

WHEREAS, the Board of Mayor and Aldermen (BOMA), by approving this resolution, are determining that the existing section of the Corporate Centre Drive right-of-way generally located north of Cool Springs Blvd and West of Carothers Parkway, as shown on Exhibit A, is of no further feasible use to the City as public right-of-way; and

WHEREAS, the City desires to declare this existing section of the Corporate Centre Drive right-of-way as surplus in order to dedicate it to the owners of the adjacent properties, those properties being designated as Map # 062 01009 00008062 (Owned by Boyle Cool Springs Joint Venture), 062 01004 00008062 (Owned by Boyle Cook Springs Joint Venture), and 062 01005 00008062 (Owned by First State Properties, Inc) ; and

WHEREAS, Staff has determined the value of the right-of-way to be less than \$75,000; and

WHEREAS, Franklin Municipal Code Sec. 5-802(4) allows for the Board of Mayor and Aldermen to sell or dispose of real property, or any interests or rights therein, by waiving the requirements of public advertisement and bid procedure, and proceeding by negotiated contract or by other means that will adequately protect the public interest when the value does exceed \$75,000.

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

Section I. The right-of-way shown in attached Exhibit A is hereby declared surplus property.

Section II. The Mayor and City Administrator are hereby authorized to negotiate and enter into a contract to dispose of the right-of-way shown on Exhibit A .

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

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

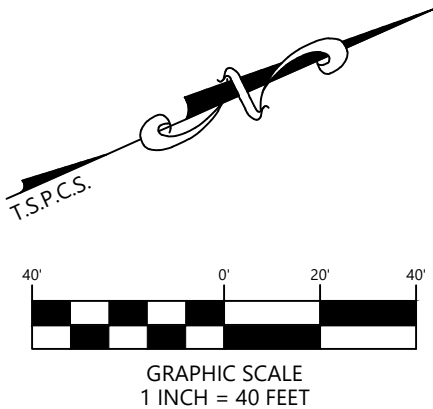
By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Deputy City Attorney

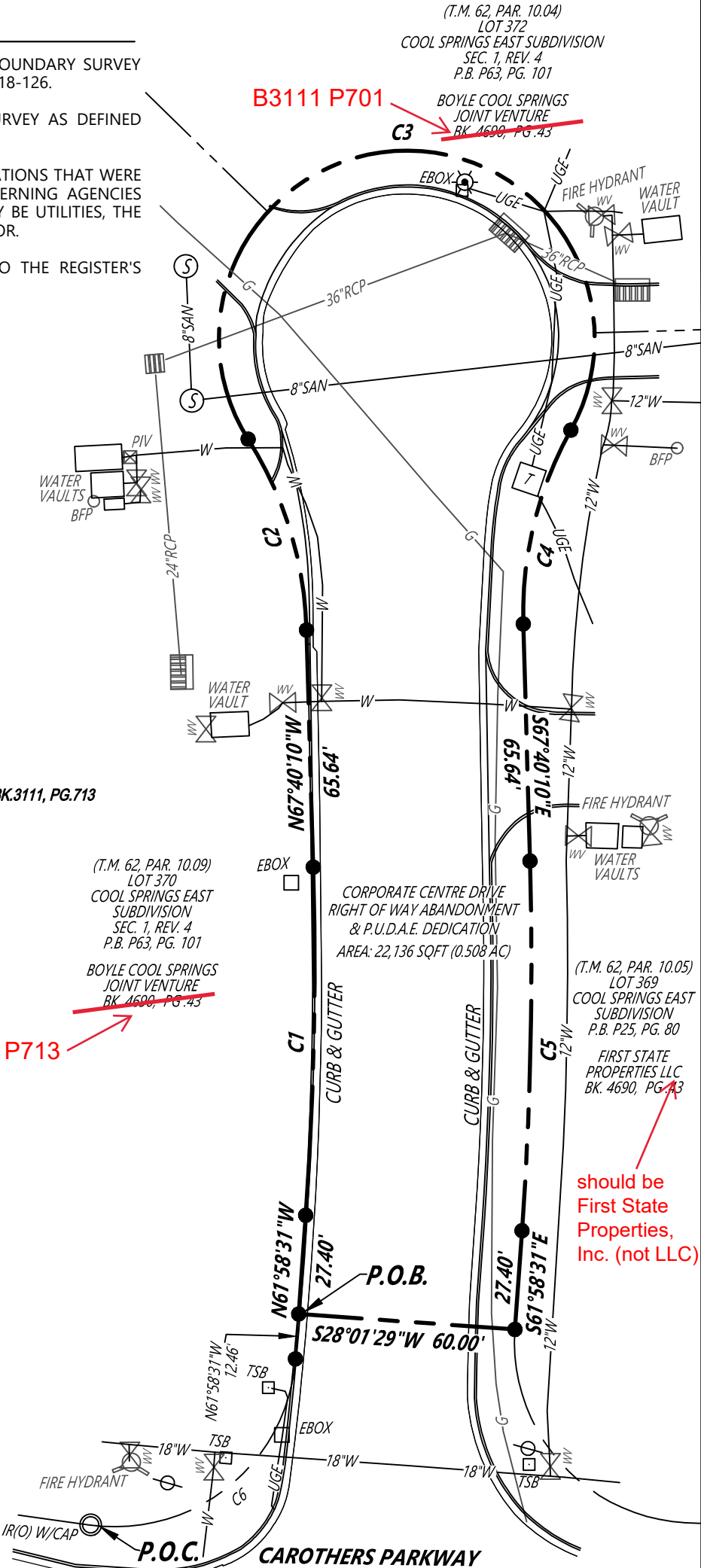
NOTES

- 1. THIS IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.
- 2. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.
- 3. UTILITIES SHOWN WERE TAKEN FROM FIELD LOCATIONS THAT WERE APPARENT AND COPIED FROM APPROPRIATE GOVERNING AGENCIES MAPS AND ARE APPROXIMATE AT BEST. THERE MAY BE UTILITIES, THE EXISTENCE OF WHICH IS UNKNOWN TO THE SURVEYOR.
- 4. ALL DEED & PLAT REFERENCES ARE MADE TO THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.



LEGEND

PARCEL NO.	(xx)
IRON ROD (OLD)	IR(O)
PROPERTY LINE	---
SANITARY SEWER LINE	8" S AN
STORM SEWER LINE	15" S T
WATER LINE	8" W
UNDERGROUND ELECTRIC LINE	UGE
ELECTRIC BOX	EBOX
TRANSFORMER	T
TRAFFIC SIGNAL BOX	TSB
TRAFFIC SIGNAL POST	TSB
LAMP POST	LP
SANITARY SEWER MANHOLE	SM
CURB INLET	CI
CATCH BASIN	CB
FIRE HYDRANT	FH
BACKFLOW PREVENTER	BFP
WATER VALVE	WV



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	970.00'	96.41'	96.37'	N64°49'20\"W	5°41'40"
C2	104.00'	55.90'	55.23'	N83°04'07\"W	30°47'54"
C3	52.00'	219.27'	89.33'	N22°19'50\"E	241°35'48"
C4	104.00'	55.90'	55.23'	S52°16'13\"E	30°47'54"
C5	1030.00'	102.37'	102.33'	S64°49'20\"E	5°41'40"
C6	50.00'	81.79'	72.97'	N15°06'53\"W	93°43'21"

Drawing Path: P:\1017708\CAD\Survey\1017708_2025-06_row dedication.dwg



File #: 21-0771

DATE: July 1, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2017-0293, With Ford Colletta, LLC, For Road Impact Offset Agreement For An Amount Not To Exceed \$1,659,193

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2017-0293 Amendment 1.

BACKGROUND/STAFF COMMENTS:

The original agreement, dated March 13, 2018, established terms for offsetting Collector Road Impact Fees through eligible infrastructure improvements located on South Carothers Road. Amendment No. 1 formally replaces DS Colletta Park Sub LLC with Ford Colletta, LLC as the developer. It also reflects an increase in the number of single-family homes from 199 to 259, resulting in a revised estimate of \$865,060 in Collector Road Impact Fees for the Development Project. The estimated fees for the Lockwood Glen PUD remain unchanged at \$794,133.

FINANCIAL IMPACT:

The total eligible costs for engineering, design, right-of-way acquisition, and construction of improvements have been updated to \$1,659,193. This amount represents the maximum reimbursement to the developer and shall not exceed the total Collector Road Impact Fees collected from both the Development Project and the Lockwood Glen PUD.

Certain costs remain excluded from reimbursement, including fiscal costs such as interest on borrowed funds, utility relocations, turn lanes, internal management fees, and signal improvements that solely benefit the development.

RECOMMENDATION:

Staff recommends that amendment 1 to COF Contract No. 2017-0293 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO Road Impact Fee Offset Agreement

COF Contract No. 2017-0293

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and Ford Colletta, LLC (“Developer”), as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and DS Colletta Park Sub LLC, entered into an agreement (COF Contract No. 2017-0293) dated March 13, 2018 (the “Agreement”); and

WHEREAS, the purpose of the Agreement estimated Collector Impact Fees to be generated by the development at an amount of Six Hundred Sixty-Four Thousand Six Hundred Sixty and No/100 Dollars (\$664,660.00) [199 single-family homes at \$3,340/single-family home] and the estimated Collector Impact Fees to be generated by the Lockwood Glen Development Plan was Seven Hundred Ninety-Four Thousand One Hundred Thirty Three and No/100 Dollars (\$794,133.00); and

WHEREAS, the parties desire to amend the Agreement to demonstrate the removal and replacement of the original Developer and make certain other modifications described herein; and

WHEREAS, the parties desire to modify the Agreement to amend the Developer from “DS Colletta Park Sub LLC” to “Ford Colletta, LLC.”

WHEREAS, the total estimated costs of engineering/design, right-of-way and construction of the improvements is One Million Four Hundred Fifty-Eight Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$1,458,793.00) for the Development Project and the total reimbursement to the Developer is an identical amount. The following costs are specifically excluded: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, turn lanes, internal management fees and signal improvements that benefit solely the development and not the collector roadway. **At no time shall reimbursement exceed the Collector Impact Fees collected as part of the Development Project and the Lockwood Glen PUD Development Project;** and

WHEREAS, the parties desire to amend the agreement to change the Collector Impact Fees, the number of homes, and amend the Developer; and

WHEREAS, the City and Ford Colletta, LLC desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended for the estimated Collector Impact Fees to be Eight Hundred Sixty-Five Sixty and No/100 Dollars (\$865,060.00) [259 single-family homes at \$3,340/single-family home] and the estimated Collector Impact Fees to be generated by the Lockwood Glen Development Plan to be Seven Hundred Ninety-Four Thousand One Hundred Thirty-Three and No/100 Dollars (\$794,133.00) and the total estimated costs of engineering/design, right-of-way and construction of the improvements is One Million Six Hundred Fifty-Nine Thousand One Hundred Ninety-Three and No/100 Dollars (\$1,659,193.00) for the Development Project and the total reimbursement to the Developer is an identical amount. The following costs are specifically excluded: fiscal cost, including interest of money

borrowed to finance the construction, cost for utility relocations, turn lanes, internal management fees and signal improvements that benefit solely the development and not the collector roadway. **At no time shall reimbursement exceed the Collector Impact Fees collected as part of the Development Project and the Lockwood Glen PUD Development Project.**

3. The Agreement shall be further amended to replace “DS Colletta Park Sub LLC” with “Ford Colletta, LLC,” as Developer. Any and all references to DS Colletta Park Sub LLC or Developer shall be amended and replaced with Ford Colletta, LLC.

4. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

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

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

11. All other provisions of the Agreement, dated March 13, 2018 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Recorder

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Assistant City Attorney

DEVELOPER:

FORD COLLETTA, LLC

By: _____

Print Name & Title: _____

Date: _____



File #: 21-0624

DATE: May 21, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0221.

BACKGROUND/STAFF COMMENTS:

The Lewisburg Pike Sidewalk project intersects the CSX Railroad corridor. Before any permits can be issued, CSX Railroad requires the City of Franklin to enter into a formal Construction Agreement. This agreement is necessary due to the scope of work impacting CSX infrastructure, which includes:

1. **Preliminary engineering services**
2. **Modifications to communication and signal systems**
3. **Flagging and protective services** as deemed necessary by CSX
4. **Construction engineering and inspection** to safeguard CSX Transportation's operational interests

Staff will coordinate with CSX representatives and ensure compliance with all railroad requirements prior to construction activities within the rail corridor.

FINANCIAL IMPACT:

CSX requires \$149,420.00 for Engineering & CEI Services, Railroad Flagging Service, and Track Work.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0221 be recommended to the Board of Mayor and Aldermen for approval.

Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Franklin**, a body corporate and political subdivision of the State of **Tennessee** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **a sidewalk extension and ADA accessible grade crossing at Lewisburg Pike, Nashville, Williamson County, Tennessee; at DOT: 350617V; MP: 000 205.84; Atlanta Zone, Nashville Subdivision (the “Project”).**
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be

Franklin, Williamson County, TN
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OP: TN0945

incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **September 4, 2027**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

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4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and

imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. In addition to the other rights and remedies available to Agency under this Agreement, Agency may terminate this Agreement by delivery of notice to CSXT in the event CSXT or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by Agency to CSXT.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs

of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

• At Grade Crossings

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from

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and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. To the extent permitted by Tennessee state law. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

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DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Todd Allton – Public Projects

If to Agency: City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

ATTN: Paul Holzen

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Williamson County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in **Williamson County**, Tennessee.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Franklin

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Construct a sidewalk and pedestrian crossing at Lewisburg Pike.
- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

City of Franklin, Tennessee: S.R. 106 Sidewalk and Multi-use Path

SHEET	DESCRIPTION	PREPARER	DATE
1 of 50	Title Sheet and Index	Brian Ralstin	10/17/24
2 of 50	Typical Sections	Brian Ralstin	10/17/24
3 of 50	Typical Sections and Pavement Schedule	Brian Ralstin	10/17/24
4 of 50	Railroad General Notes	Brian Ralstin	10/17/24
5 of 50	Environmental Notes	Brian Ralstin	10/17/24
6 of 50	ROW Notes, Utility Notes and Utility Owners	Brian Ralstin	10/17/24
7 of 50	ROW Acquisition Table and Control Points	Brian Ralstin	10/17/24
8 of 50	Property Map	Brian Ralstin	10/17/24
9 of 50	Present Layout	Brian Ralstin	10/17/24
10 of 50	Right of Way Details	Brian Ralstin	10/17/24
11 of 50	Proposed Layout	Brian Ralstin	10/17/24
12 of 50	Proposed Profile	Brian Ralstin	10/17/24
13 of 50	Present Layout	Brian Ralstin	10/17/24
14 of 50	Right of Way Details	Brian Ralstin	10/17/24
15 of 50	Proposed Layout	Brian Ralstin	10/17/24
16 of 50	Proposed Profile	Brian Ralstin	10/17/24
17 of 50	Present Layout	Brian Ralstin	10/17/24
18 of 50	Right of Way Details	Brian Ralstin	10/17/24
19 of 50	Proposed Layout	Brian Ralstin	10/17/24
20 of 50	Proposed Profile	Brian Ralstin	10/17/24
21 of 50	Private Drive, Business, and Field Entrance Profile	Brian Ralstin	10/17/24
22 of 50	Drainage Map	Brian Ralstin	10/17/24
23 of 50	ESPC Notes	Brian Ralstin	10/17/24
24 of 50	EPSC Notes Legend and Outfall Table	Brian Ralstin	10/17/24
25-33 of 50	EPSC Layout	Brian Ralstin	10/17/24
34-36 of 50	Signing and Pavement Markings	Brian Ralstin	10/17/24
37 of 50	Sign Schedule	Brian Ralstin	10/17/24
38-47 of 50	Roadway Cross Sections	Brian Ralstin	10/17/24
48-50 of 50	Utility Layout	Brian Ralstin	10/17/24

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **City of Franklin**.

“Agency Representative” shall mean the authorized representative of **City of Franklin**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
 - B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left

parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. **Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.**
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result

in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this

service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

**Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945**

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

Buy America

ESTIMATE SUBJECT TO REVISION AFTER:		5/19/2026	DOT NO.: 350617V
CITY:	Franklin	COUNTY:	Williamson
		STATE: TN	
DESCRIPTION: Franklin, Williamson County, TN - Lewisburg Pike (SR 106) Sidewalk from North of Stewart St. to East of Collins Farm at grade crossing to CSXT; DOT 350617V, Atlanta Zone, Nashville Subdivision, MP# 000 205.84.			
ZONE:	Atlanta	SUB-DIV:	Nashville
AGENCY PROJECT NUMBER:		MILE POST: 000 205.84	

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services - Crouch Engineering	\$	9,700
Contracted & Administrative Engineering Services - CSXT Admin Fees	\$	1,000
Subtotal	\$	10,700

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services - Crouch Engineering	\$	24,000
Contracted & Administrative Engineering Services - CSXT Admin Fees	\$	1,500
Subtotal	\$	25,500

FLAGGING SERVICE: (Contract Labor)

Labor (Foreman/Inspector)	30	Days @	\$ 700.00	\$	21,000
Additive	245.90%	(Engineering Department)		\$	51,639
Subtotal				\$	72,639

SIGNAL & COMMUNICATIONS WORK:

	\$	-
TRACK WORK:	\$	49,725

PROJECT SUBTOTAL:

	\$	158,564
CONTINGENCIES:	10.00%	\$ 15,857

PROJECT TOTAL:

	\$	174,421
--	----	---------

CURRENT AUTHORIZED BUDGET:

	\$	25,000
--	----	--------

TOTAL SUPPLEMENT REQUESTED:

	\$	149,421
--	----	---------

DIVISION OF COST:

Agency	100.00%	\$	149,421
Railroad	0.00%	\$	-
		\$	149,421

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering

DATE: 05/05/25

REVISED:

Approved by: CTA

DATE: 05/19/25

CSXT Public Project Group

EXHIBIT E

PAYMENT SCHEDULE

*** NOTE ALTERNATE PROVISIONS:**

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21

- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to: mdonnelly@crouchengineering.com and csxpublicprojects@crouchengineering.com
2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between **City of Franklin** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7



File #: 21-0973

DATE: August 1, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2025-0312, With Tennessee Department Of Transportation (TDOT) For Mack Hatcher Parkway Multi-Use Trail

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0312.

BACKGROUND/STAFF COMMENTS:

On June 25, 2024, the Board of Mayor and Aldermen (BOMA) approved the adoption of several capital projects, including the S.R. 397 (Mack Hatcher Parkway) Multi-Use Trail. This trail will address the existing gap between Franklin Road and Hillsboro Road, enhancing connectivity and accessibility for pedestrians and cyclists.

To secure funding for the construction phase, the City must initiate the process through the Tennessee Department of Transportation (TDOT) Local Programs Development Office. This requires entering into a formal agreement with TDOT.

At present, the agreement reflects the City as the sole funding source for the project. However, once federal grant funding is awarded, the agreement will be amended to incorporate the federal contribution accordingly.

Staff will continue to coordinate with TDOT to ensure compliance with program requirements and to pursue all available funding opportunities to support the successful delivery of this project.

FINANCIAL IMPACT:

No financial impact at this time.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0312 be recommended to the Board of Mayor and Aldermen for approval.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

July 29, 2025

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Ave. South, Suite 103 Administration
Franklin, TN 37064

Re: S.R. 397 (Mack Hatcher Parkway) Multi-Use Trail
Franklin, Williamson County
PIN:136668.00
Federal Project Number: N/A
State Project Number: 94LPLM-L3-137
Contract Number: 250200

Dear Mayor Moore:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Jonathan Russell at 615-741-3960 or jonathan.russell@tn.gov.

Sincerely,

Steve Allen
Director, Local Programs & Community Investments Division

Attachment

Agreement Number: 250200

Project Identification Number: 136668.00

Federal Project Number: N/A

State Project Number: 94LPLM-L3-137

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

S.R. 397 (Mack Hatcher Parkway) Multi-Use Trail

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Agency
Preliminary Engineering by:	Agency	Agency
Right-of-Way by:	Agency	Agency

Utility Coordination by: **Agency** **Agency**
Construction by: **Agency** **Agency**

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **five (5) years from the fully executed date**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **three (3) years from the fully executed date**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

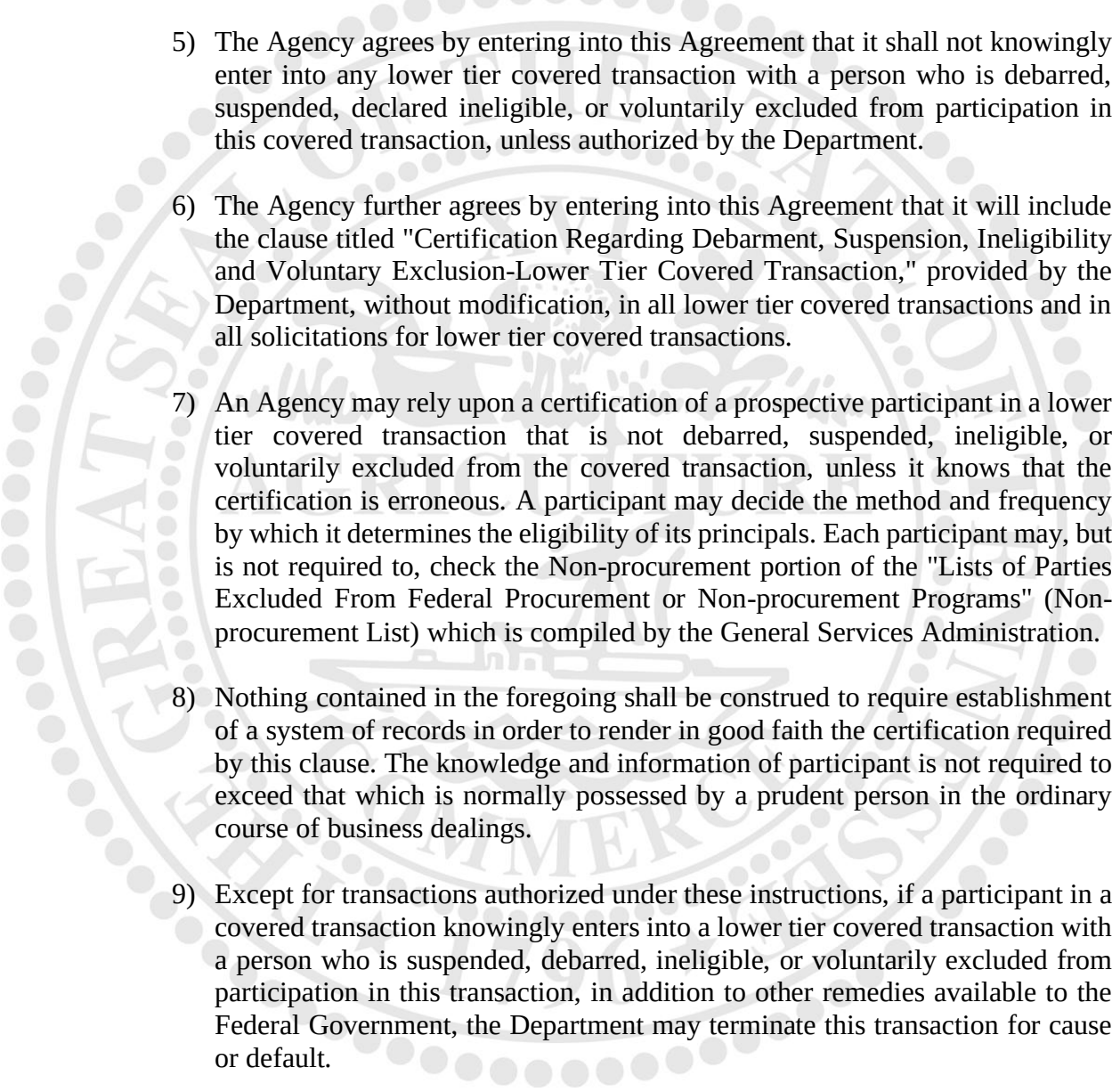
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

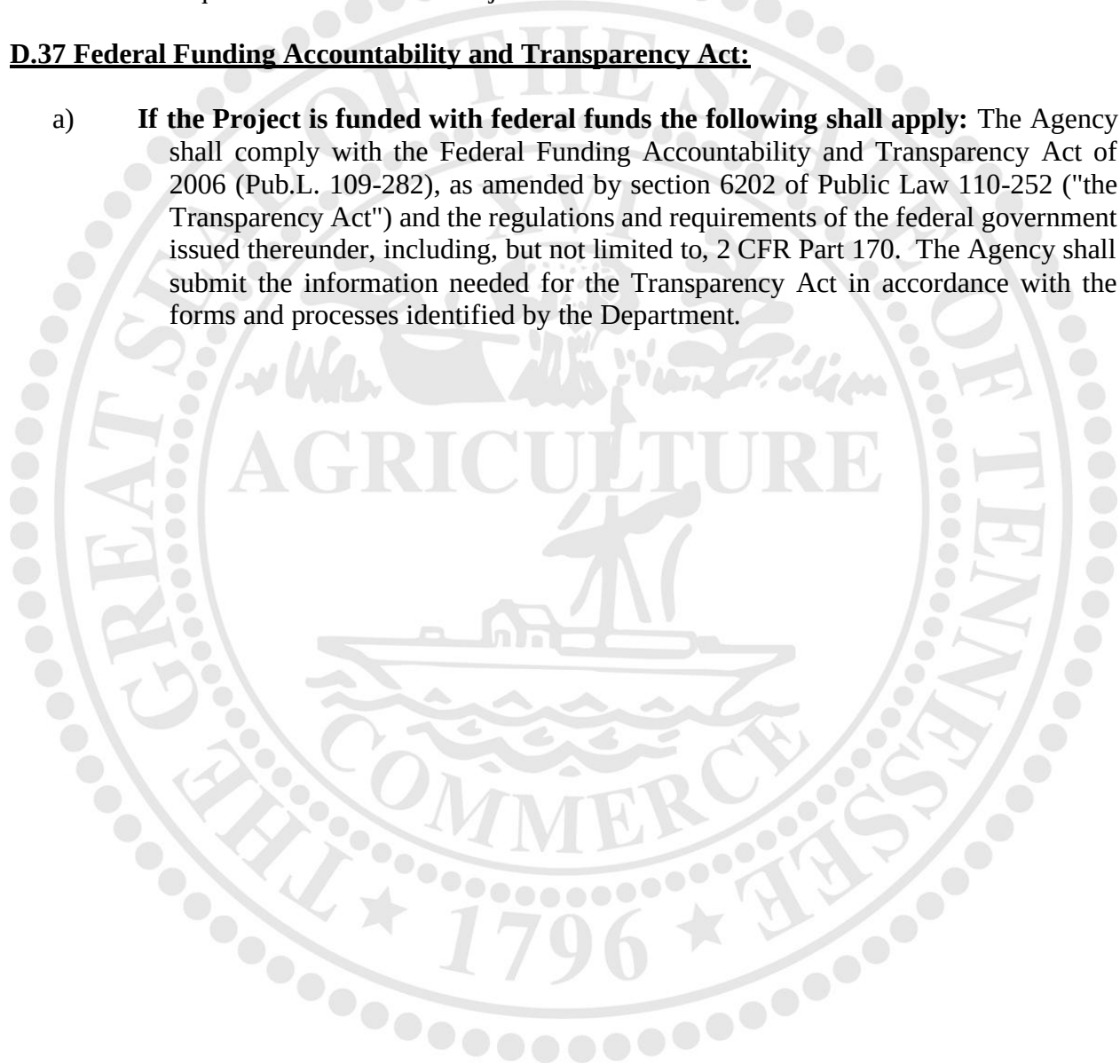
- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Ken Moore **Date** **Will Reid** **Date**
Mayor **Commissioner**

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ By: _____
Blake Harper **Date** **Leslie South** **Date**
Attorney **General Counsel**

By: _____
Steve Allen **Date**
Director, Local Programs
& Community Investments
Division

EXHIBIT "A"

AGREEMENT #: 250200

PROJECT IDENTIFICATION #: 136668.00

FEDERAL PROJECT #: N/A

STATE PROJECT #: 94LPLM-L3-137

PROJECT DESCRIPTION: S.R. 397 (Mack Hatcher Parkway) Multi-Use Trail. S.R. 397 (Mack Hatcher Parkway) Multi-Use Trail From 2,420 feet East of S.R. 106 (Hillsboro Road) to 1,350 feet west of S.R. 6 (Franklin Road) .The proposed work includes either modification of the existing Mack Hatcher Parkway Bridge over the Harpeth River or construction of a new pedestrian bridge. The project will also include box culvert extensions, grading, drainage, erosion control, and minor improvements at intersecting roadways. The City of Franklin is proposing a project for the construction of a 1-mile, 12-foot-wide multi-use trail along Mack Hatcher Parkway (S.R. 397), from Hillsboro Road (S.R. 106) to Franklin Road (S.R. 6).

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0	0	100	\$280,000.00
PE-DESIGN	LOCAL	0	0	100	\$330,000.00
CONSTRUCTION	LOCAL	0	0	100	\$4,855,615.14
CEI	LOCAL	0	0	100	\$549,282.60
TDOT ES	LOCAL	0	0	100	\$54,928.26

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: N/A

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



City of Franklin

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

File #: 21-01054

DATE: August 21, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For August 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

This item is for informational purposes.