

**RESOLUTION TO REJECT THE WILLIAMSON COUNTY GROWTH PLAN AS
RECOMMENDED BY THE WILLIAMSON COUNTY
GROWTH PLAN COORDINATING COMMITTEE**

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

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

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

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

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

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

WHEREAS, the Growth Plan Coordinating Committee was convened on June 13, 2023, and, pursuant to Tenn. Code Ann. § 6-58-104, prepared a Growth Plan in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*; and

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

WHEREAS, the Growth Plan Coordinating Committee submitted the updated Growth Plan to Williamson County and the municipalities located therein on November 21, 2023 for consideration by each jurisdiction; and

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

WHEREAS, upon review of the Growth Plan and associated map outlining the urban growth boundaries (UGB) for the various municipalities and the planned growth areas and rural areas for Williamson County, the Board of County Commissioners disapproves and rejects the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee, which is attached hereto and incorporated herein; and

WHEREAS, in conjunction with the Growth Plan process, Williamson County and the jurisdictions located therein have determined that an interlocal agreement, authorized pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*,

Resolution No. _____ (continued)

(“Interlocal Agreement”) is needed by and between the jurisdictions to provide a framework for mutual parameters, covenants, and conditions related to the county-wide Growth Plan and to the implementation of the Growth Plan in the future; and

WHEREAS, Williamson County has determined that adoption of the Interlocal Agreement, which is attached hereto and incorporated herein, is necessary in order for Williamson County to adopt the Growth Plan; and

WHEREAS, ratification of the Growth Plan as presented and approval of the Interlocal Agreement as presented is not in the best interests of the citizens of Williamson County in the present form; and

WHEREAS, the Town of Thompson’s Station at one time had removed a certain segment of the unincorporated County on West Harpeth Road from its proposed UGB expansion area, which contained land that is already developed into residential subdivisions, but later in the process re-inserted those subdivisions into their UGB; therefore, the Town should again remove those subdivisions as was anticipated by those County property owners; and

WHEREAS, any municipality whose UGB expansion is rejected by any party should provide information related to the reasonable expectation of providing municipal services and the proposed timing of same to the Growth Plan Coordinating Committee for the proposed expansion area of its UGB, as well as areas within its UGB in the original Growth Plan that have yet to receive municipal services; and

WHEREAS, this information on municipal services will be necessary for the Coordinating Committee to determine if the municipality can reasonably demonstrate how it can efficiently and effectively provide services, core infrastructure and public facilities considering its resources in accordance with Tenn. Code Ann. § 6-58-106.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Board of County Commissioners at its regular meeting on this the 12th day of February, 2024 hereby rejects the Growth Plan, attached hereto and incorporated herein, as submitted and recommended by the Growth Plan Coordinating Committee in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*, as well as the Interlocal Agreement, attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, by the Board of County Commissioners that this Resolution be appended to the Growth Plan, and returned to the Growth Plan Coordinating Committee for reconsideration of its proposed Growth Plan in accordance with Tenn. Code Ann. § 6-58-104.


Judy Herbert - County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Commission Action Taken: For: _____ Against: _____ Pass: _____ Out: _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

(Reject Growth Coordinating Plan)

An aerial photograph of a rural landscape in Williamson County. The scene features a multi-lane highway with a bridge crossing a small stream or road. The surrounding area is a mix of green fields, some with small ponds, and scattered residential or commercial buildings. The background shows rolling hills under a clear sky. The title text is overlaid on the lower-middle part of the image.

WILLIAMSON COUNTY GROWTH PLAN

Adopted xx/xx/xxxx

ACKNOWLEDGEMENTS

COORDINATING COMMITTEE

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

Mark Gorman, *Brentwood Mayor*
– Vice Chair

Lisa Anderson, *Fairview Mayor*

Ken Moore, *Franklin Mayor*

Halie Gallik, *Nolensville Mayor*

Jim Hagaman, *Spring Hill Mayor*

Brian Stover, *Thompson's Station Mayor*

Judy Herbert, *County Mayor appointee*

Chas Morton, *County Mayor appointee*

Roger Lindsey, *Franklin Mayor appointee*

John Schroer, *Franklin Mayor appointee*

Robert Ring, *Soil Conservation District*

Eric Stuckey, *Franklin Water Department*
appointee

Erik Hale, *Middle Tennessee Electric*
appointee

Jason Golden, *Williamson County*
School District appointee

Kel McDowell, *Williamson Inc. appointee*

MANAGERS/ADMINISTRATORS

Kirk Bednar, *City of Brentwood*

Tom Daugherty, *City of Fairview*

Eric Stuckey, *City of Franklin*

Victor Lay, *Town of Nolensville*

Pam Caskie, *City of Spring Hill*

Ken McLawhon, *Town of Thompson's Station*

PLANNERS GROUP

Bob Leeman, AICP, *City of Brentwood*

Ethan Greer, *Town of Fairview*

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

Brent Shultz, *Town of Nolensville*

Pete Hughes, *City of Spring Hill*

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

Mike Matteson, AICP, *Williamson County*

ATTORNEY GROUP

Kristen Corn, *City of Brentwood*

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

Shauna R. Billingsley, *City of Franklin*

Charles S. Michels, *Town of Nolensville*

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

Jeffrey D. Moseley, *Williamson County*

Kristi D. Ransom, *Williamson County*

CONSULTANT/FACILITATOR

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

Kyle Gibbs, *McBride Dale Clarion*

CONTENTS

SECTION 01: BACKGROUND	1-4
Introduction	1
Existing Growth Plan	2
The Need to Update the Growth Plan	2
Current Growth Plan Map	3-4
SECTION 02: PROCESS	5-8
Advisory Group Growth Evaluation	5
Guiding Principles	6
Formal Growth Plan Update Process	8
SECTION 03: PROPOSED GROWTH PLAN	9-16
Proposed Goals and Strategies	10
Proposed Growth Plan Map	11-12
Municipality UGB and County PGA Maps.....	13-16
SECTION 04: CONCLUSION	17
SECTION 05: APPENDIX.....	19-27

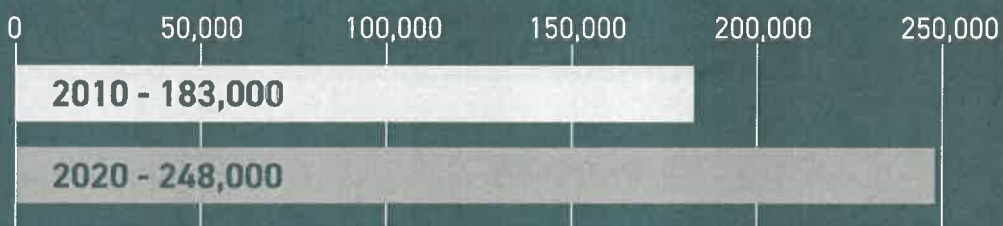
CHAPTER 01: BACKGROUND

INTRODUCTION

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

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

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



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

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

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

EXISTING GROWTH PLAN

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

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

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

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

THE NEED TO UPDATE THE GROWTH PLAN

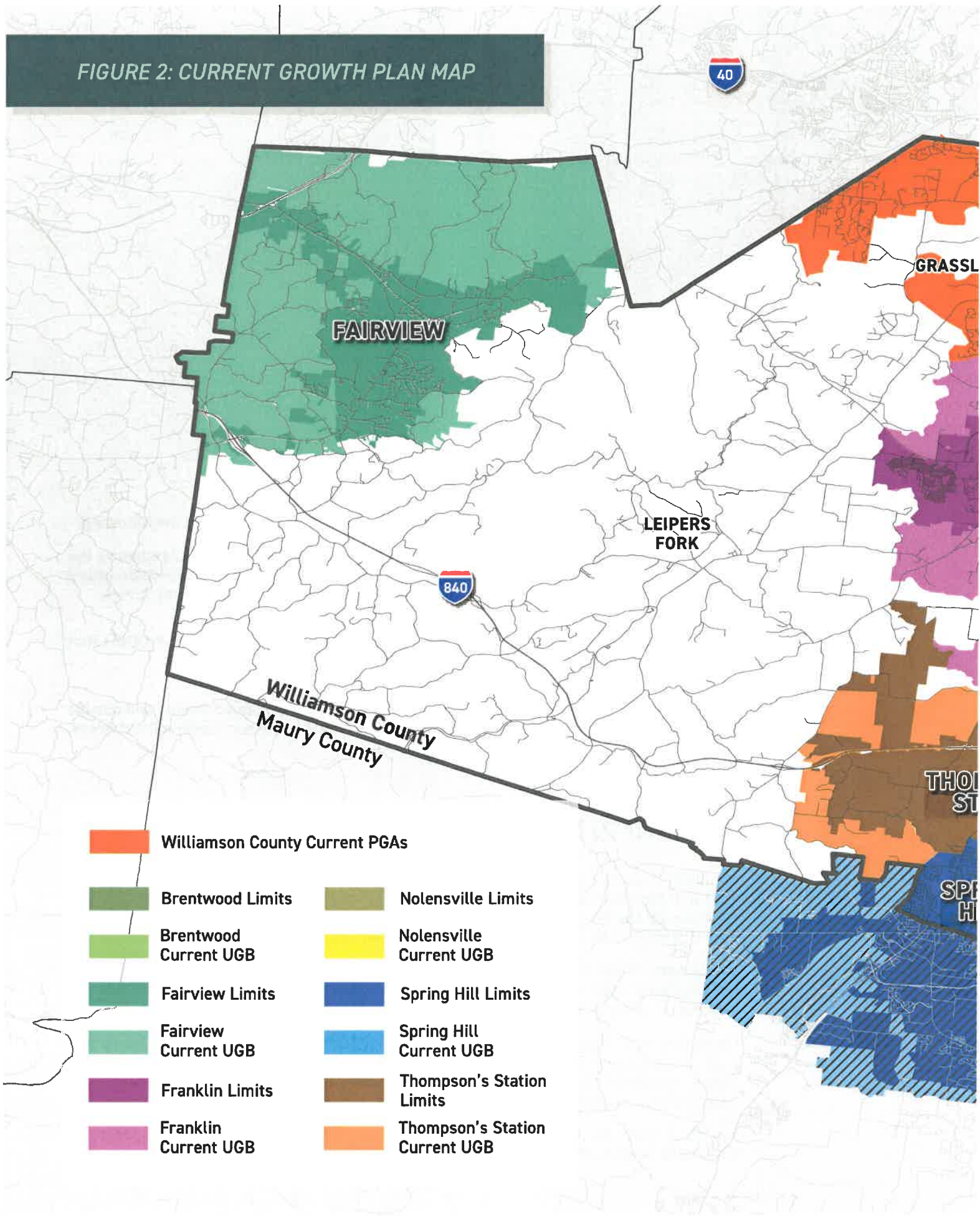
As mentioned previously, the existing Williamson County Growth Plan was adopted in 2001 and has not been updated since that time. In the intervening years, the County has experienced significant population and employment growth, and in the case of several of the jurisdictions, land use policies have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

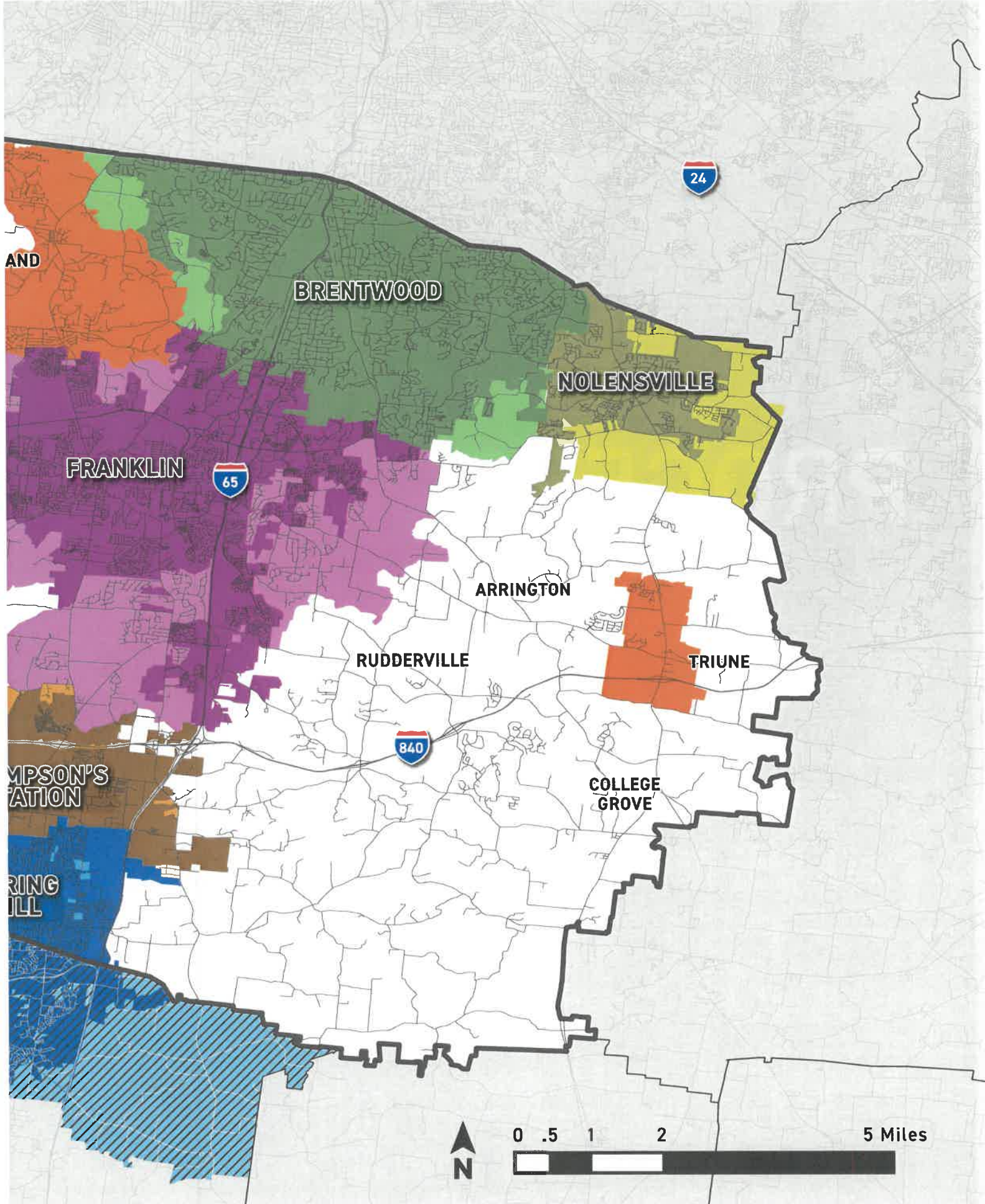
Additionally, there have been a number of changes to long-range infrastructure plans, the location of future sewer extensions being the most prominent, which will dictate the location of future growth to a large extent.

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

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

FIGURE 2: CURRENT GROWTH PLAN MAP





Section 02: PROCESS

ADVISORY GROUP GROWTH EVALUATION

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

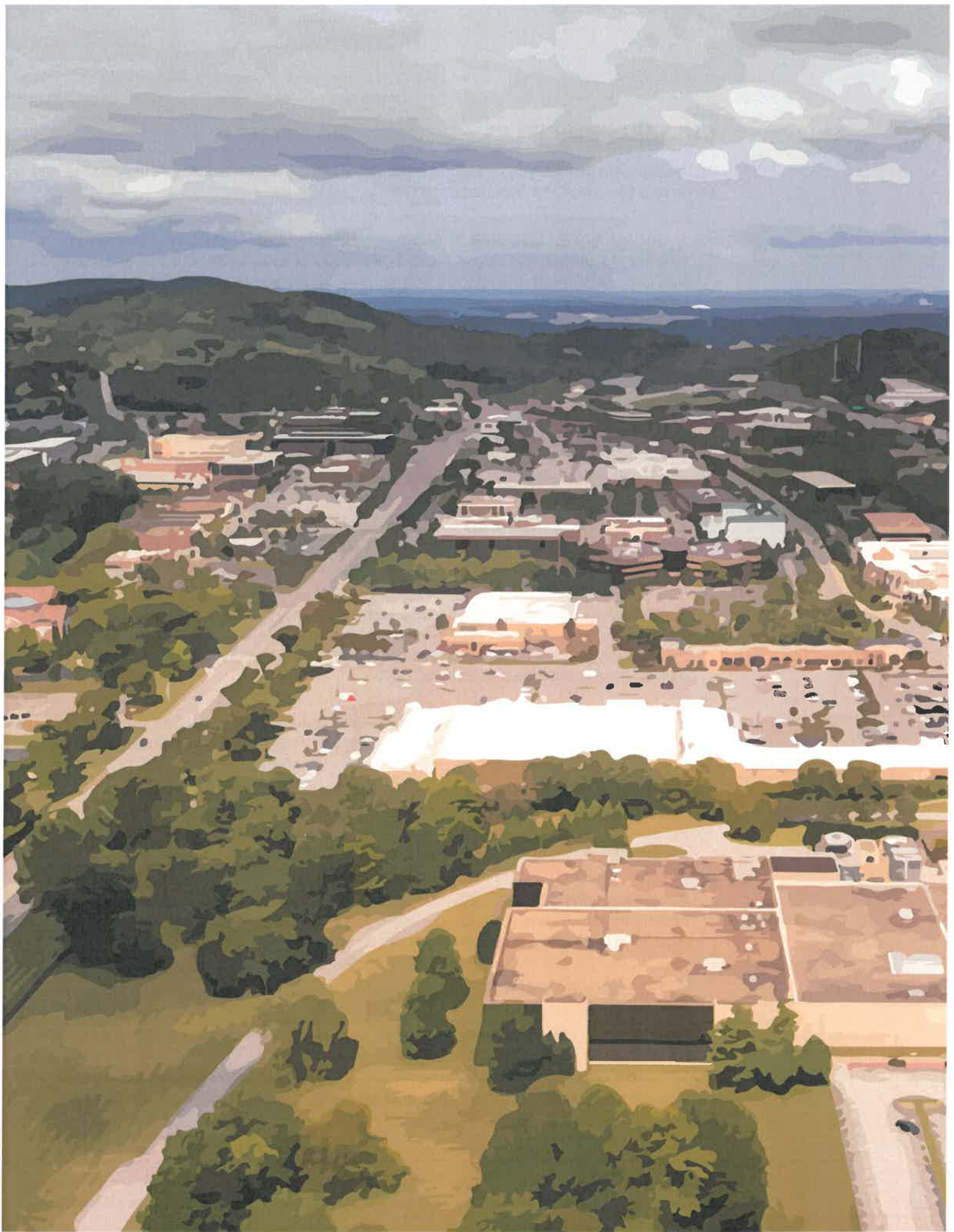
- Population projections;
- The need for, and availability of, additional land to accommodate projected growth;
- The cost of providing infrastructure and services;
- The potential impact of future growth areas on agricultural land, forests, recreational areas and wildlife management; and
- Public comment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

GUIDING PRINCIPLES

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

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

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



FORMAL GROWTH PLAN UPDATE PROCESS

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

1. ESTABLISHMENT OF THE GROWTH PLAN COORDINATING COMMITTEE:

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

2. INDIVIDUAL JURISDICTION PUBLIC HEARINGS:

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

3. INDIVIDUAL JURISDICTION PRESENTATIONS TO COORDINATING COMMITTEE:

Following the individual Public Hearings described above, each jurisdiction presented its recommended amendments to the Coordinating Committee.

4. PREPARATION OF DRAFT REVISED GROWTH PLAN:

Based upon the proposals from the various jurisdictions and the public comment that had been received, the Coordinating Committee prepared a consolidated draft revised Growth Plan.

5. COORDINATING COMMITTEE PUBLIC HEARINGS:

The Coordinating Committee held Public Hearings on Nov. 7th, 2023 and Nov. 15th, 2023 to solicit comments from the public regarding the draft revised Growth Plan.

6. REFINEMENT AND APPROVAL OF RECOMMENDED GROWTH PLAN:

Based upon the public comments received at the Coordinating Committee Public Hearings and upon discussion among the Committee, a recommended Growth Plan was finalized and approved by the Committee. This approval took place on Nov. 21st, 2023.

7. TRANSMITTAL OF RECOMMENDED GROWTH PLAN TO INDIVIDUAL JURISDICTIONS:

The recommended Growth Plan was transmitted to each of the seven jurisdictions by the Coordinating Committee on Nov. 21st, 2023.

8. RATIFICATION BY INDIVIDUAL JURISDICTIONS:

To be written at a later date.

9. APPROVED GROWTH PLAN TRANSMITTED TO TENNESSEE LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE FOR APPROVAL:

To be written at a later date.

Section 03: PROPOSED GROWTH PLAN

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

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

PROPOSED GROWTH PLAN MAP

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

PROPOSED GOALS AND STRATEGIES

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

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

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

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

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

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

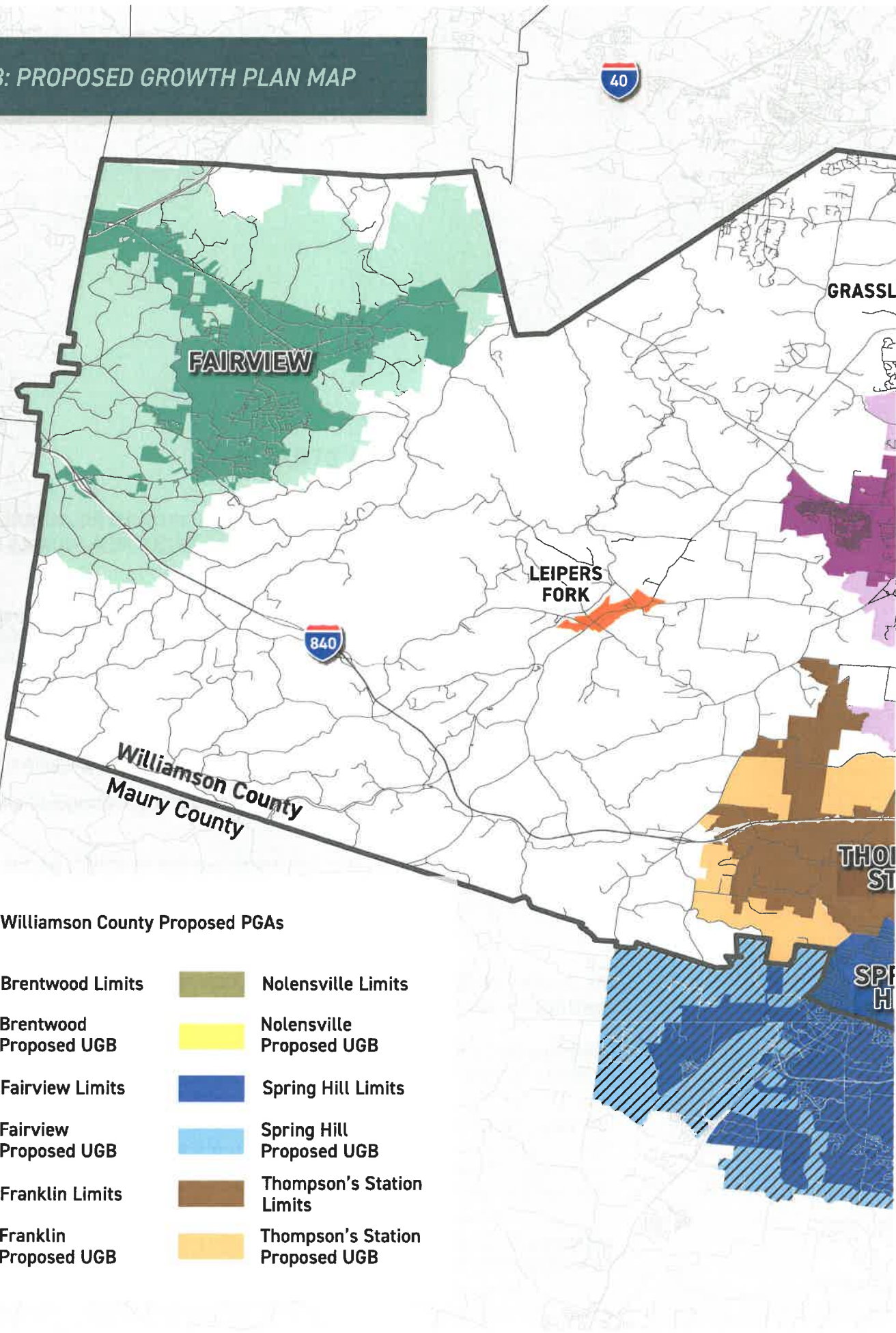
Strategy 2B: Convene a Growth Plan implementation committee, with representation that is similar to the Advisory Group, which will meet on a regular basis (e.g. quarterly) to evaluate Plan implementation, discuss regional issues, such as transportation and school siting, share information, etc.

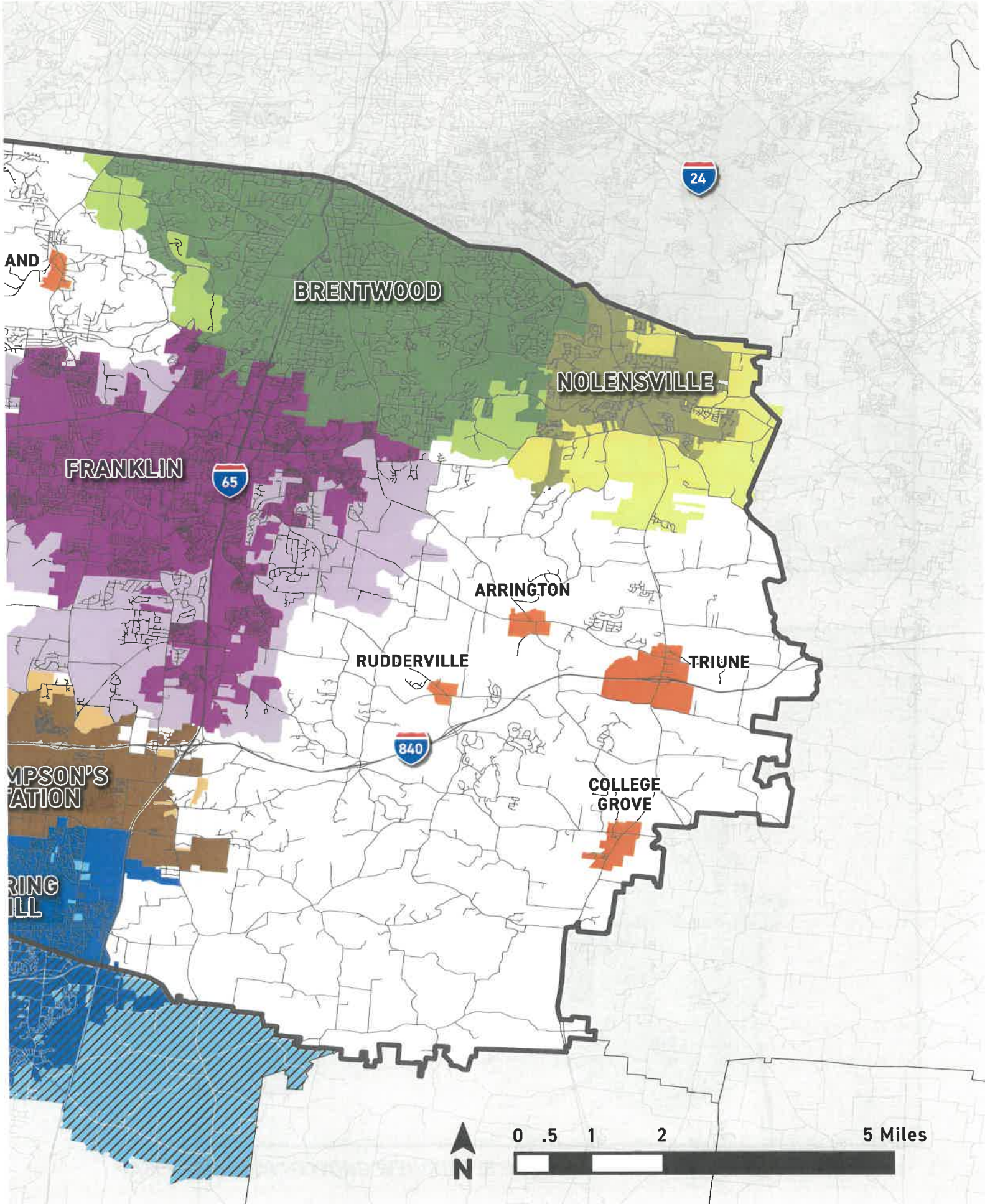
Strategy 2C: Consider forming a multi-jurisdictional entity to focus on transportation planning within Williamson County.

FIGURE 3: PROPOSED GROWTH PLAN MAP

- Williamson County Proposed PGAs

<ul style="list-style-type: none"> Brentwood Limits Brentwood Proposed UGB Fairview Limits Fairview Proposed UGB Franklin Limits Franklin Proposed UGB 	<ul style="list-style-type: none"> Nolensville Limits Nolensville Proposed UGB Spring Hill Limits Spring Hill Proposed UGB Thompson's Station Limits Thompson's Station Proposed UGB
--	---





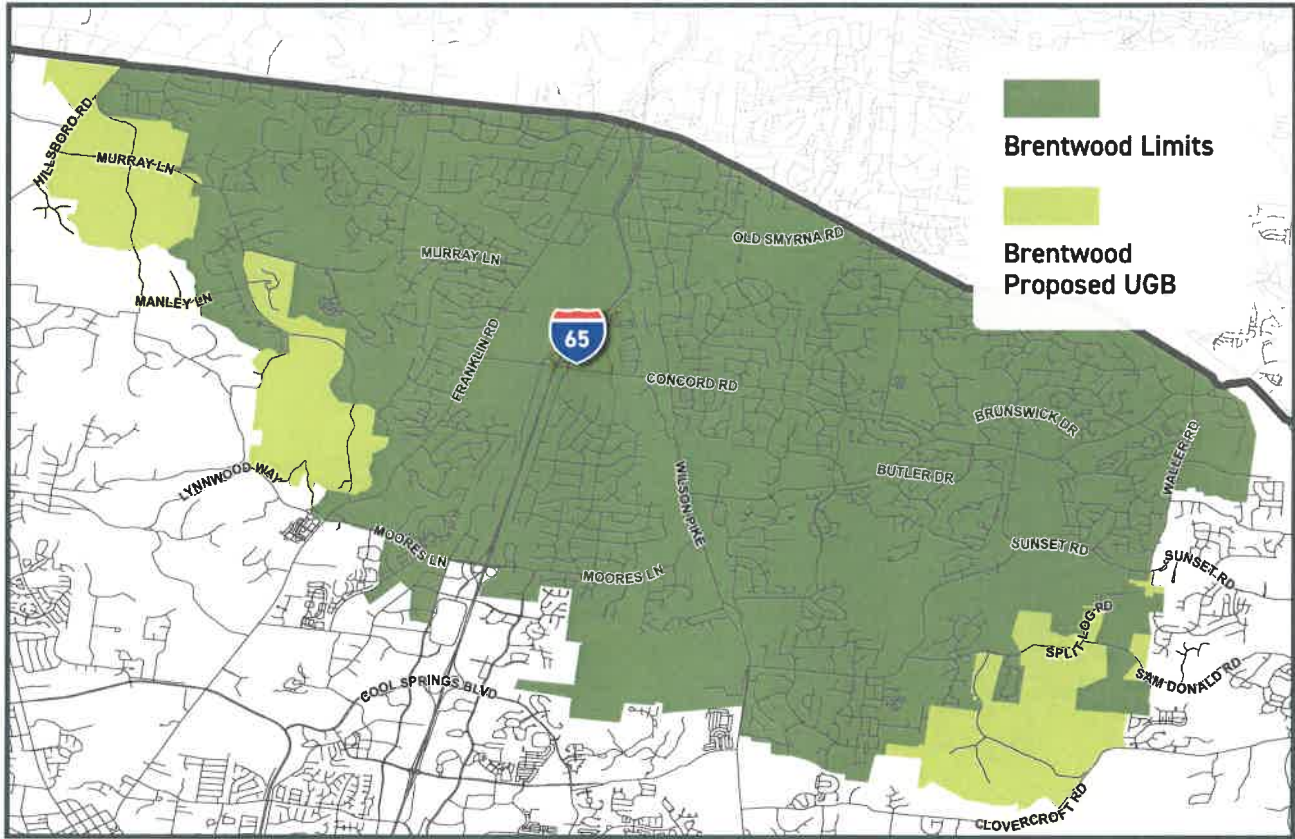


FIGURE 4: BRENTWOOD GROWTH BOUNDARY MAP

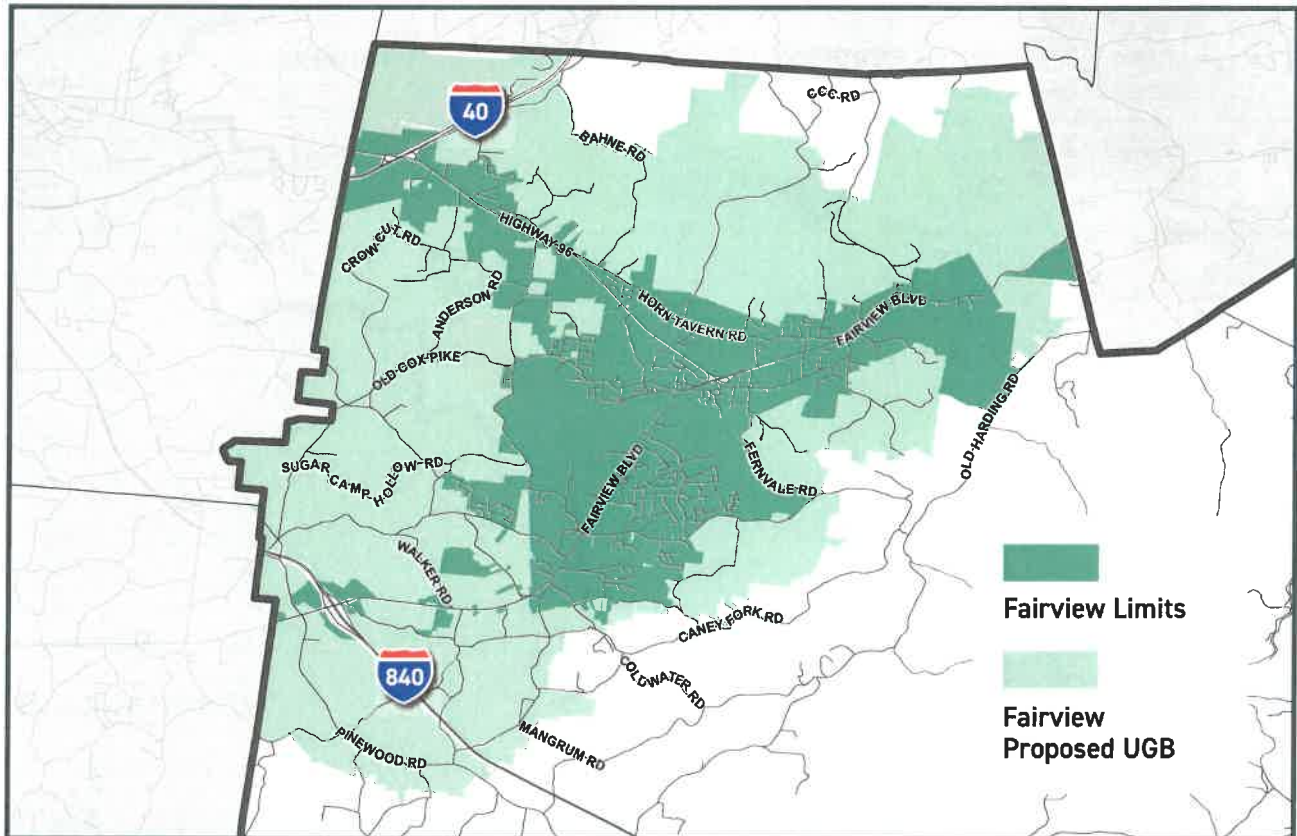


FIGURE 5: FAIRVIEW GROWTH BOUNDARY MAP

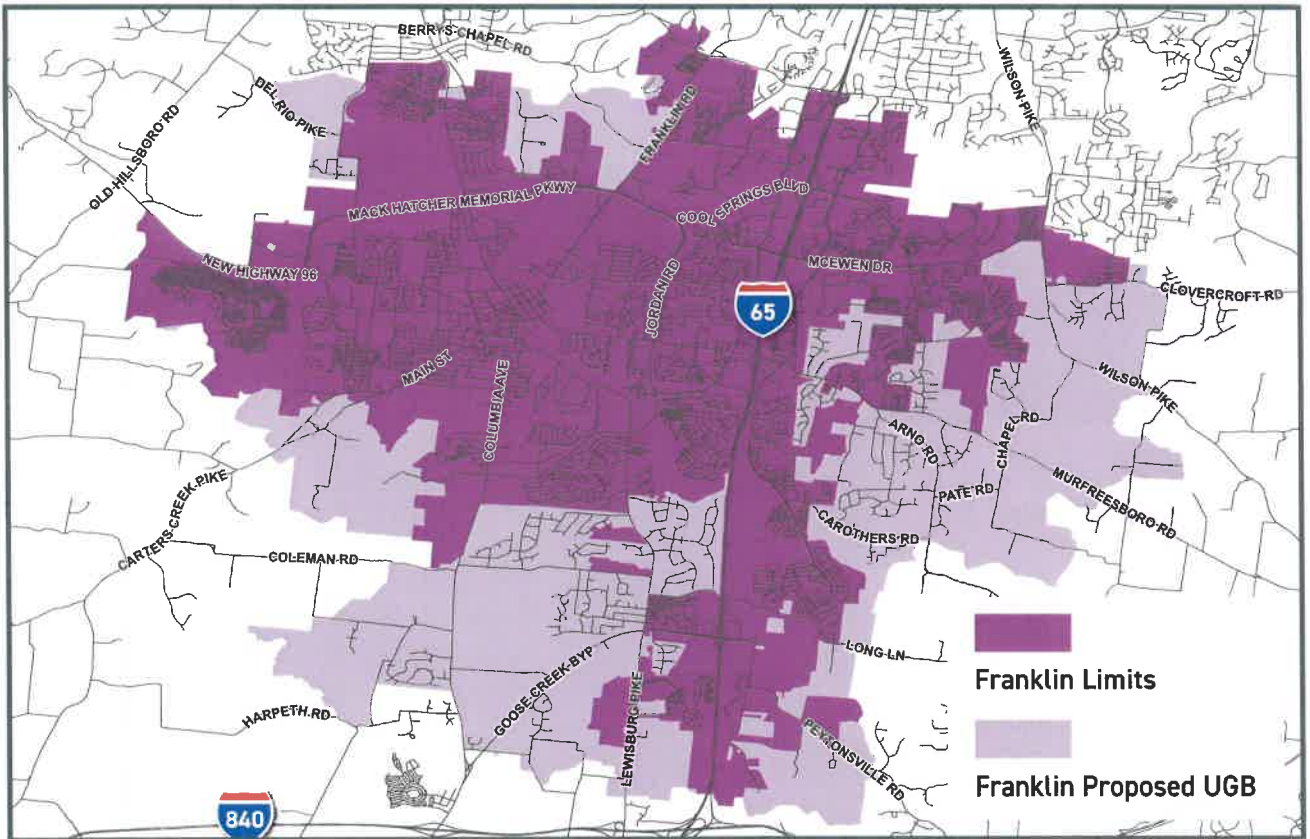


FIGURE 6: FRANKLIN GROWTH BOUNDARY MAP

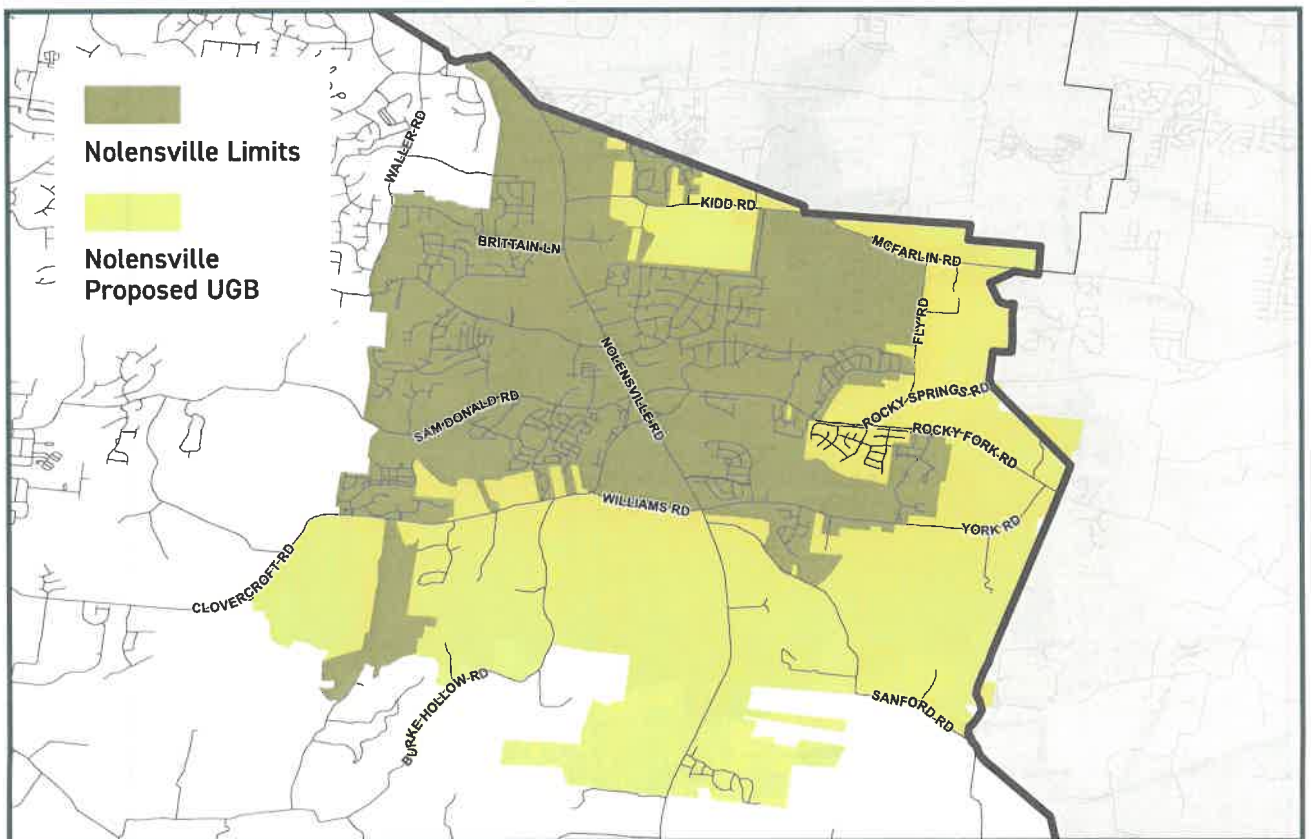


FIGURE 7: NOLENSVILLE GROWTH BOUNDARY MAP

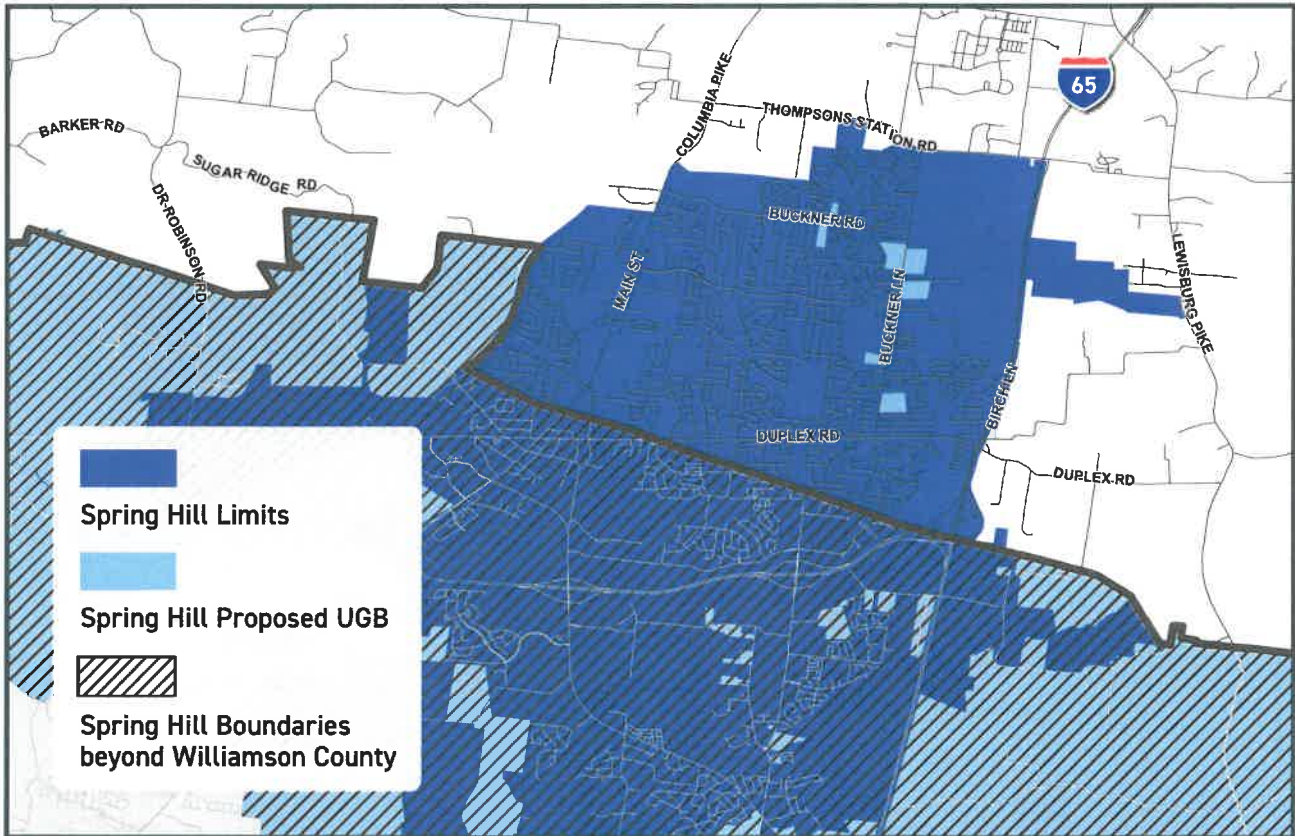


FIGURE 8: SPRING HILL GROWTH BOUNDARY MAP

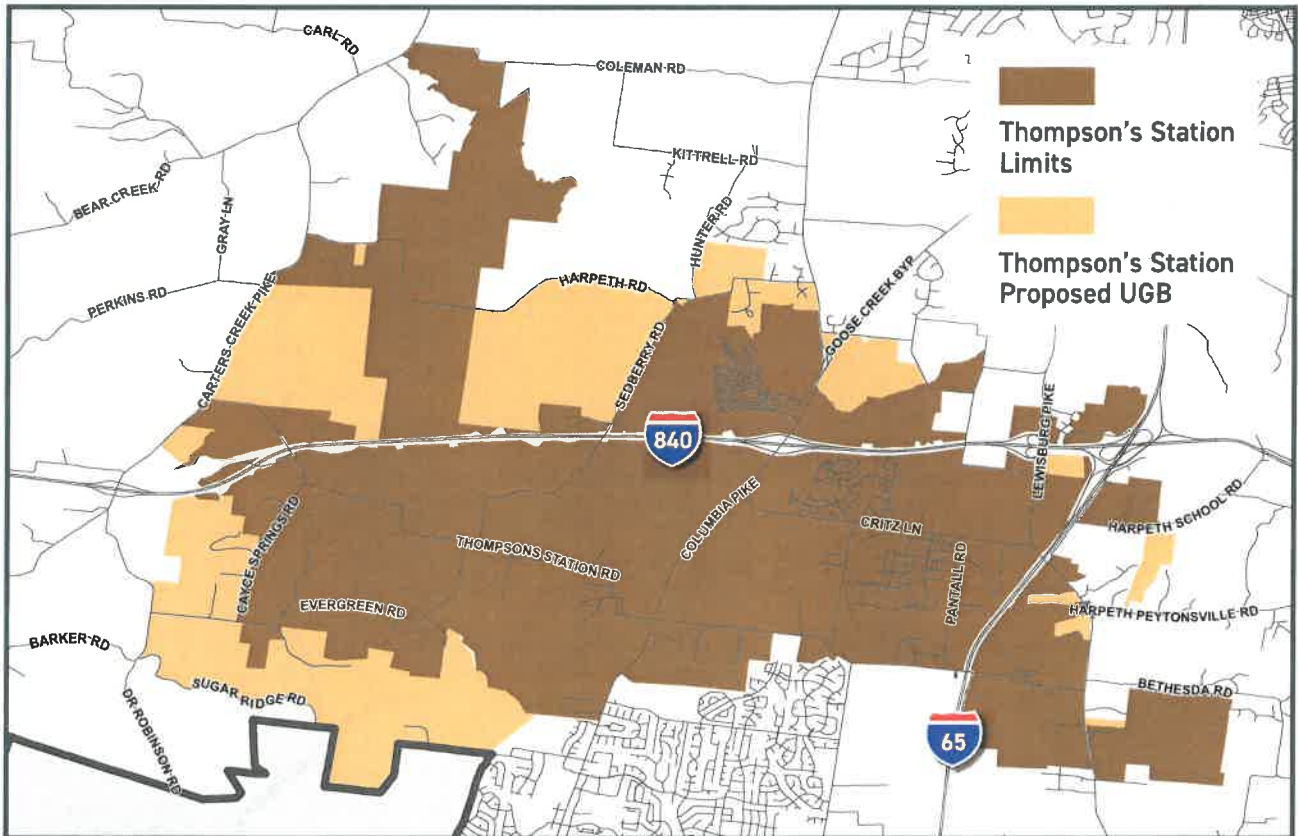
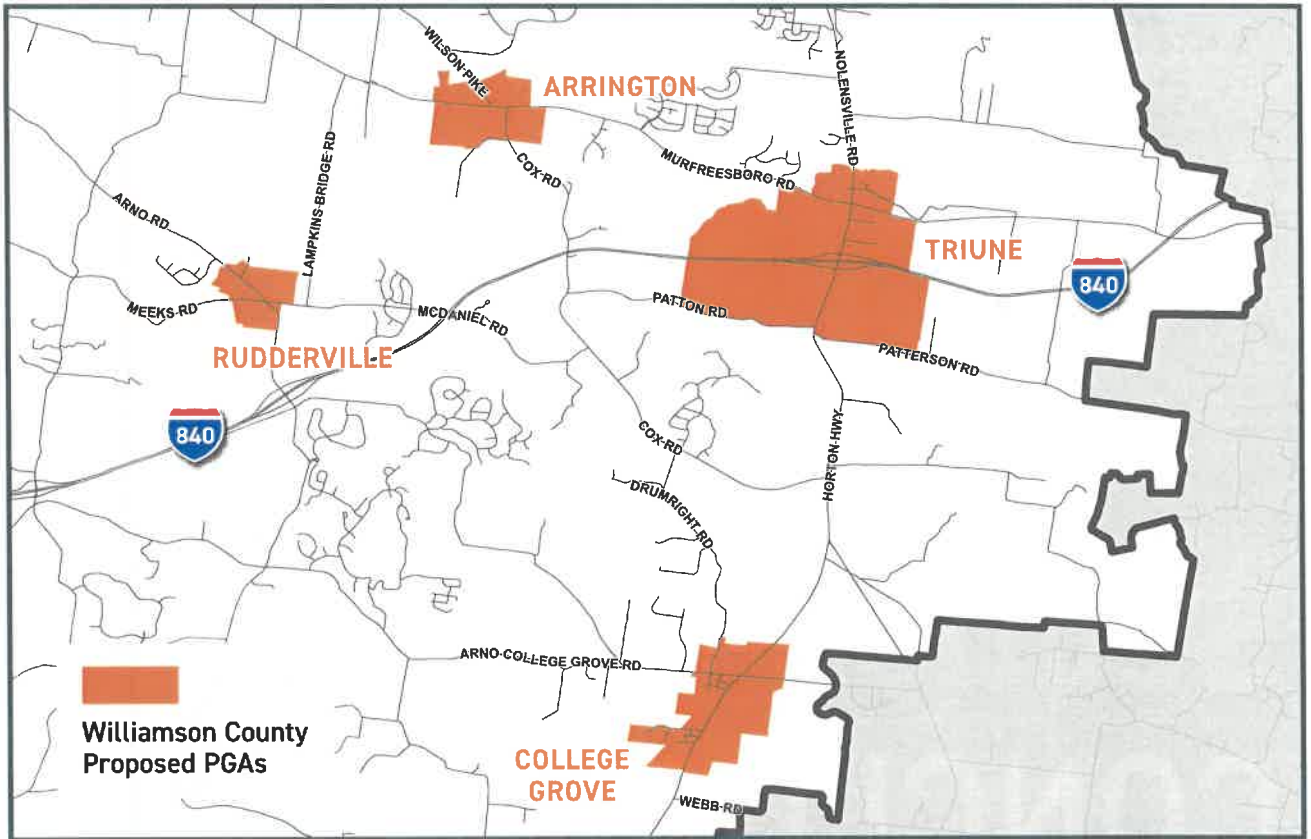
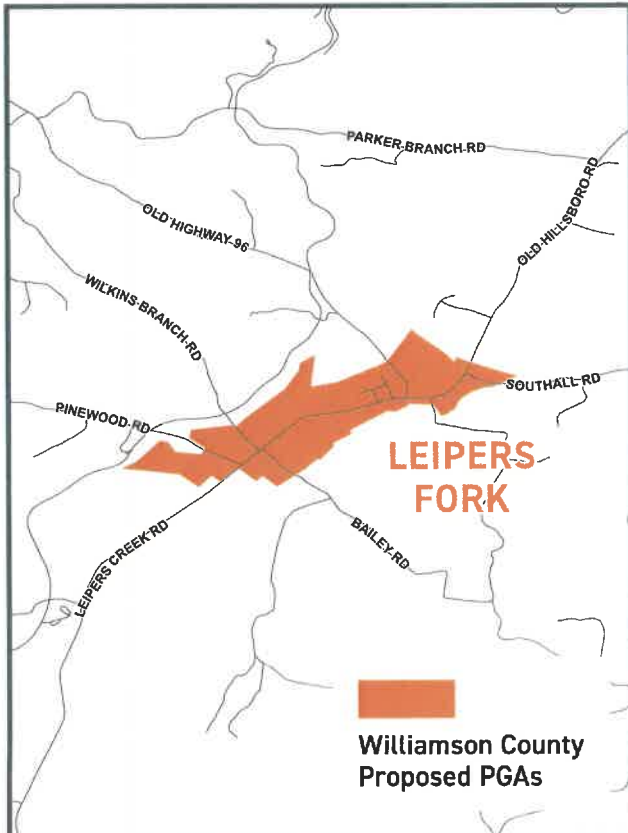


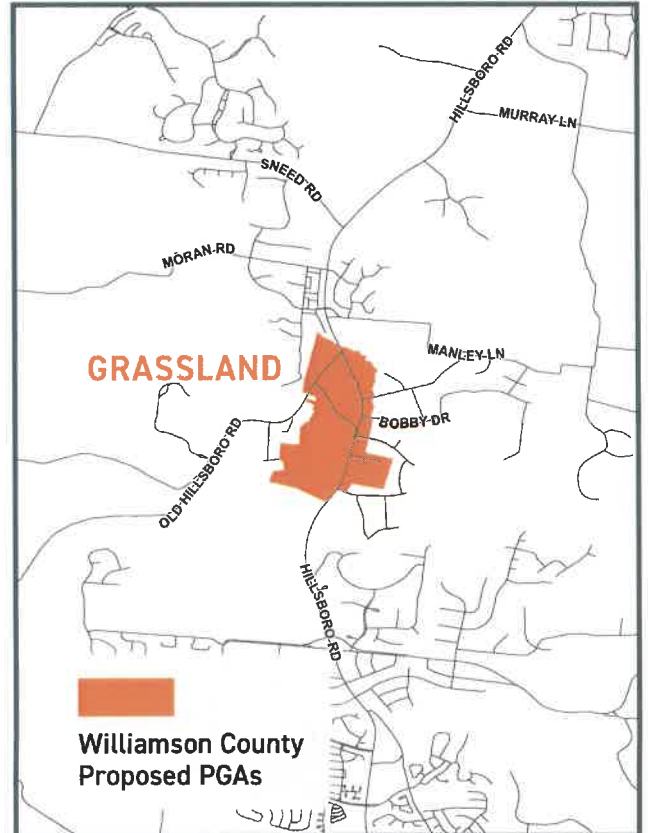
FIGURE 9: THOMPSON'S STATION GROWTH BOUNDARY MAP



10.1-3: WILLIAMSON COUNTY GROWTH AREA MAPS



10.2



10.3

Section 04: CONCLUSION

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

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



Section 05: APPENDIX

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

CITY OF BRENTWOOD

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

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

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

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

CITY OF FAIRVIEW

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

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

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

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

CITY OF FRANKLIN

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

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

From a series of community meetings and a public survey, the City of Franklin staff engaged with citizens to raise awareness of the UGB study and provide feedback on the preliminary recommendations. Several property owners made specific requests to be removed from the UGB and were allowed to present their unique circumstances publicly. Based on these presentations and feedback from the elected officials,

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

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

TOWN OF NOLENSVILLE

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

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

In our study of the practical options, two approaches resulted as prime candidates for compact and contiguous UGB expansion and future annexation. The first is the expansion to the southwest, which is bisected by a property that has already been annexed, and this will serve to simplify the boundaries of our Town. The second expansion to the south will extend the current UGB along US 41A, the major arterial road that serves our community. Both choices are the most logical next steps in expanding the Town of Nolensville.

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

Our current UGB expansion proposal is the most efficient and cohesive approach we can implement that will ensure additional land suitable for projected commercial, industrial, and residential growth over the next twenty years while allowing us to expand efficiently and effectively. Not just growth to create economic sustainability but growth that allows us to expand our greenway system, create more active and passive open space areas, preserve existing trees and creeks, improve our transportation system and address stormwater impacts. As we expand our Urban Growth Boundaries in the future, we will adhere to the values, goals, and objectives established by the Board of Commissioners. Regardless of where expansion occurs, it will be done in a sustainable manner that benefits the entire Town and respects our surroundings.

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

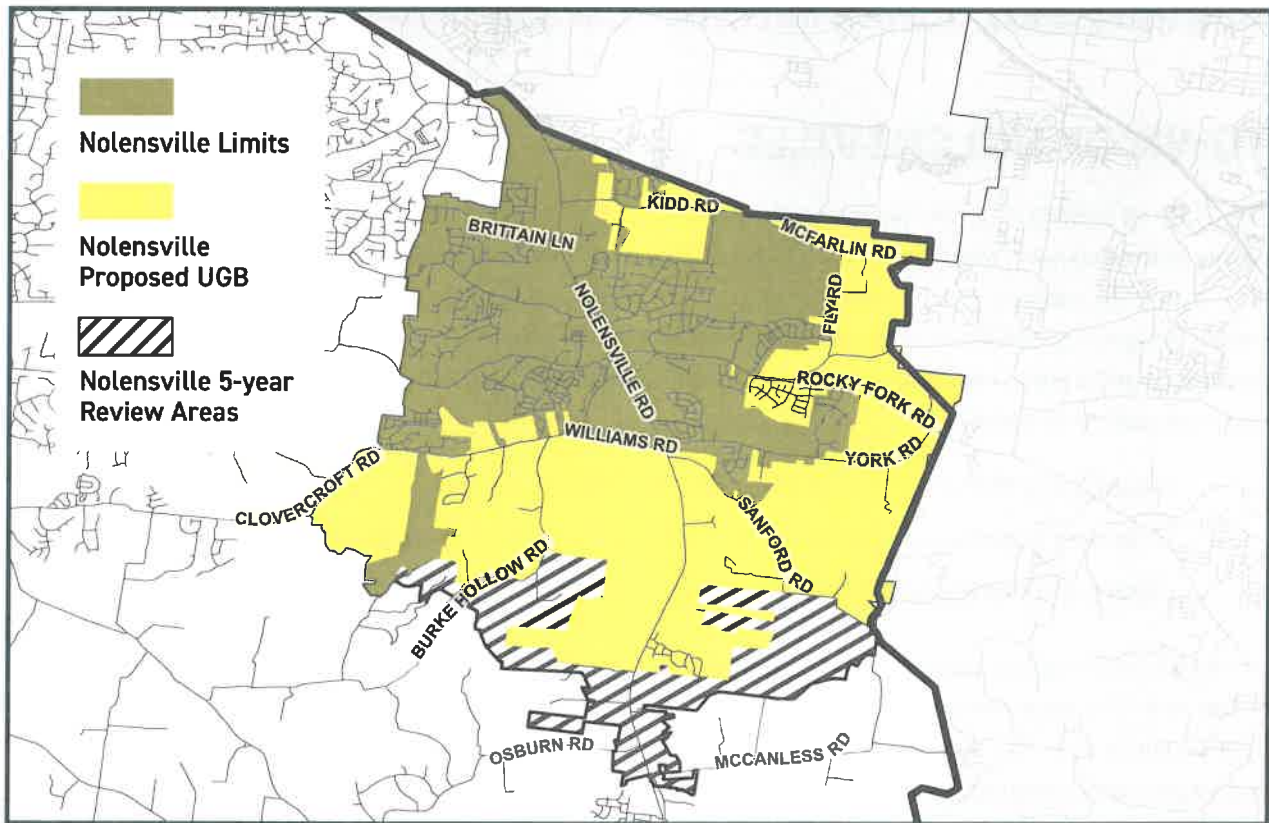


FIGURE 11: NOLENSVILLE 5-YEAR REVIEW AREA MAP

CITY OF SPRING HILL

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

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

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

The BOMA-recommended version of the City of Spring Hill's expanded Williamson County Urban Growth Boundary Map offers the City's intention for reasonable and smart growth over the next 5-20 years. The boundary was defined based on growth projections, existing drainage basins, the consistency with the existing boundaries of the City of Spring Hill's Maury County UGB, and a Williamson County Urban Growth Boundary expansion that can accommodate and manage the future growth of the City efficiently and effectively while ensuring that the proposed Urban Growth Boundary is sufficiently compact so as to not contribute to leapfrog and noncontiguous development patterns and to protect rural and agricultural lands. The City of Spring Hill forwarded a recommended Williamson County UGB boundary, however the coordinating committee, based on public comments, elected to remove all of the City of Spring Hill UGB from consideration. The City of Spring Hill Mayor was a member of the coordinating committee and was amenable to this change. However, if this were also subject to a joint municipal interlocal agreement restricting annexation requests to only within a jurisdiction's UGB, without an identified UGB, the City of Spring Hill must have a reasonable expectation to participate in responsible growth and be allowed to welcome properties that wish to be annexed into the City.

TOWN OF THOMPSON'S STATION

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

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

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

The final version of the Town of Thompson's Station expanded Urban Growth Boundary Map offers the Town's intention for balanced and additional land suitable for projected commercial, industrial, and residential growth over the next five years. Based on growth projections, it includes the extent of the Town's Urban Growth Boundary expansion to accommodate and manage growth efficiently and effectively, while ensuring that the proposed Urban Growth Boundary is sufficiently compact and contiguous to promote reasonable and logical development patterns and protection of rural and agricultural lands.

WILLIAMSON COUNTY

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

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

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

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

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

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

Population Projections

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

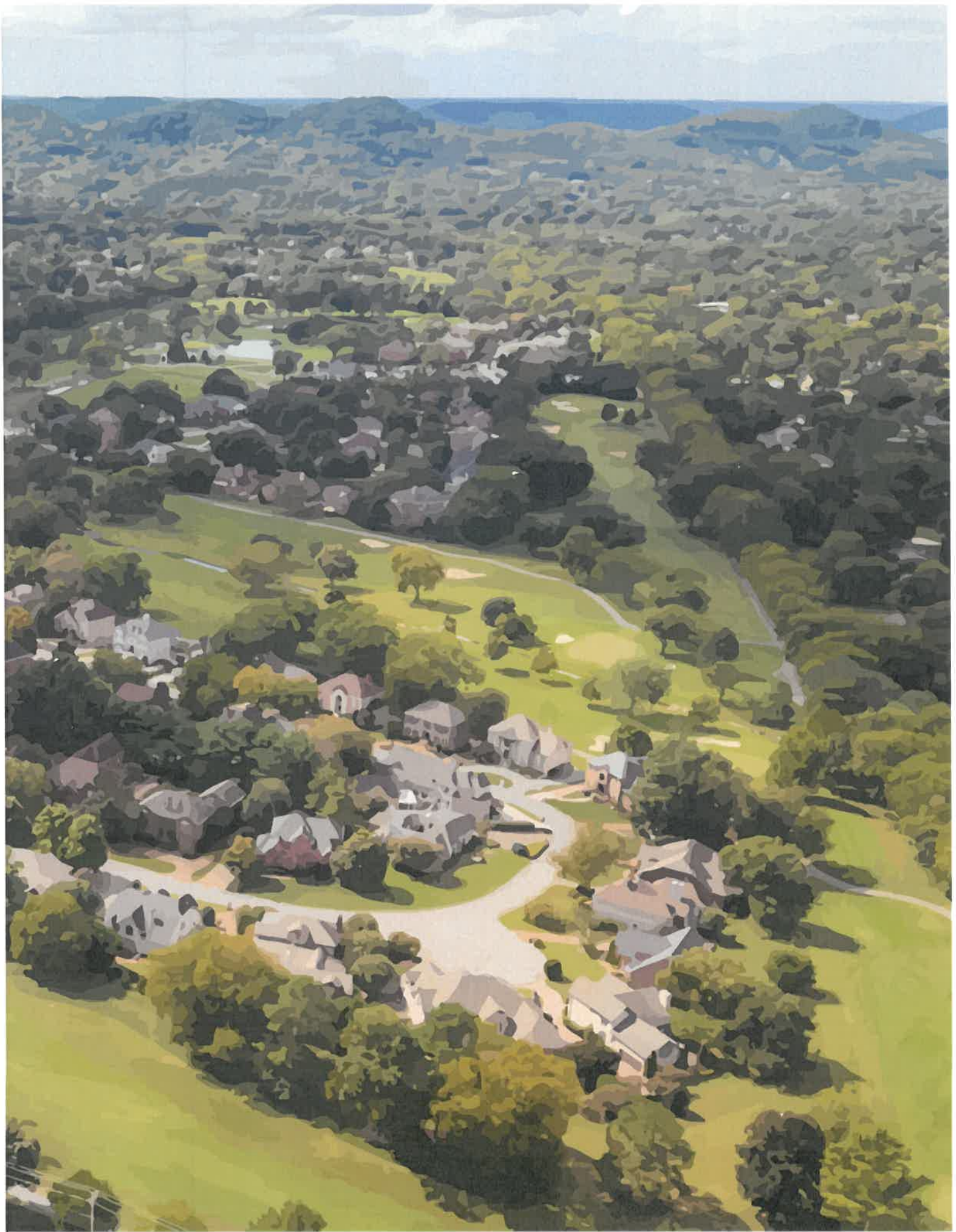
Cost of Services

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

Public Feedback

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

Public Hearings were held on July 13 and August 14.



INTERLOCAL AGREEMENT

COF Contract No. 2023-0197

COB Contract No. 2023-135

K#

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

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

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

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

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

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

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

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

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

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

8. **Extraordinary Circumstances.** In the event any locality determines that an extraordinary circumstance exists that may necessitate consideration of an amendment to the Growth Plan, as the locality itself may determine in its sole discretion, within the scope of this Agreement, said locality shall notify the Chair of Advisory Committee of the same in writing, and, within thirty (30) days of receipt, said Chair shall convene a meeting of the Advisory Committee to hear the extraordinary circumstance propounded by the applicable party and make recommendations regarding the same. Said recommendation shall not bind the locality or the parties in any form or manner but shall

serve as an informed opinion and recommendation by a deliberative body regarding the submitted extraordinary circumstance.

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

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

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

12. Other Agreements. Nothing herein shall prevent any party from entering into any other agreement, interlocal or otherwise, with another party or parties named herein so long as said agreement is not in conflict with this Agreement or a subversion of the purpose of this Agreement. For purposes of clarity, the parties covenant and agree that no other agreement shall be entered into by any party that amends the Growth Plan, amends the Growth Plan Map, or violates any material term of this Agreement. The foregoing notwithstanding, any proposed interlocal agreement that directly or indirectly falls within the scope of this Agreement shall first be submitted to the Advisory Committee in writing, to include a proposed copy of the agreement. The submitted agreement shall be placed on the next Advisory Committee meeting for informational and discussion purposes unless a member calls a meeting to discuss the same at an earlier date. In the event the Advisory Committee finds that any submitted agreement violates or subverts this Agreement, it may so find and send a notice of the same to the localities.

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

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

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

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

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

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

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

20. Assumption of Liability. Each party shall be and remains liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers.

Nothing in this Agreement shall be construed to limit any party's governmental immunity.

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

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

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

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

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

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Mayor

Date: _____

Approved as to form and legality:

Williamson County Attorney

CITY OF BRENTWOOD, TENNESSEE:

By: _____
Mark Gorman, Mayor

Date: _____

Approved as to form and legality:

City of Brentwood Attorney

CITY OF FAIRVIEW TENNESSEE:

By: _____
Lisa Anderson, Mayor

Date: _____

Approved as to form and legality:

City of Fairview Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____
Ken Moore, Mayor

Date: _____

Approved as to form and legality:

City of Franklin Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: _____
Halie Gallik, Mayor

Date: _____

Approved as to form and legality:

Town of Nolensville Attorney

CITY OF SPRING HILL, TENNESSEE:

By: _____
Jim Hagaman, Mayor

Date: _____

Approved as to form and legality:

City of Spring Hill Attorney

TOWN OF THOMPSON'S STATION, TENNESSEE:

By: _____
Brian Stover, Mayor

Date: _____

Approved as to form and legality:

Town of Thompson's Station Attorney