

Morningside, Section 8, Lot 19



SCM_2004.04_4

SCM_2004.04_1

SCM_2004.04_3

SCM_2004.04_2

Asset Type

- Bioretention Area
- Bioretention Swale
- Buffer
- Cistern
- Constructed Wetland
- Dry Detention
- Grassed Swale
- Green Roof
- Infiltration Trench
- Permeable Pavers
- Pervious Pavement
- Rain Garden
- Underground Detention
- Water Quality Swale
- Water Quality Unit
- Wet Pond

FRANKLIN DISCLAIMER

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SCM Inspection Report



Parcel ID:

SCM Type: Dry Pond

SCM: SCM_2004.04_1

Site Name: Morningside, Section 8, Lot 19

Inspection #: 1057

Completed Date: 12/2/2019

Is the contributing drainage area free of erosion	No
Is there an emergency spillway or embankment	No
What type of outlet structure does the pond have (If Other explain in Comments section)	Other
Are all the outfall channels functional and not eroding	Yes
Is there a sediment forebay installed	No
Is there a permanent pool in the wet pond	
Are headwalls and endwalls in good condition (I.e. undercutting, erosion present, structural issues, etc.)	No
Have there been complaints filed	Yes
Overall Condition of the Wet Pond	FunctioningMaintReq

COMMENTS: Wetland vegetation present in bottom of pond. Evidence of water more then 24 hours after a rain event flowing from swale at the wood line behind Brentwood Point. There are inconsistencies with the outlet structure on two plans this dry pond shows up on. On the approved Morningside, Section 8 plans, the outlet structure is a head wall; however, on the approved Brentwood Pointe, Phase 2 Lot 8 plans, the outlet structure is a outlet structure designed with a low flow orifice and overflow elevation. The inlet head wall is sinking and separating from the pipe and erosion is occurring at the inlet.



Inlet from
Brentwood Pointe



Water flowing
from wood line



Outlet Headwall



Wetland
vegetation

INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this 17th day of March, 2004, by and between Harry & Smith Contractors, Inc.
hereinafter referred to as the "OWNER(S)" of the following property MORNINGSIDE, SECTION 8, LOT-19

_____, and City of Franklin, Tennessee, hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

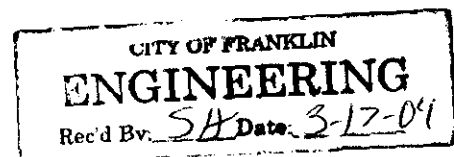
1. The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long term maintenance and continuation of stormwater control measures to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt.
5. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. The OWNER(S) shall record this AGREEMENT in the Land Records of the County of Williamson, Tennessee.

BK/PG:3212/364-365
04018168

AGREEMENT	03:27 PM
04/26/2004	18173
BATCH	0.00
MTG TAX	0.00
TRN TAX	10.00
REC FEE	2.00
DP FEE	0.00
REG FEE	12.00
TOTAL	

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS



ATTEST:

Betty McLean

FOR THE OWNER(S):

Haugy & Smith Contractors, Inc.
by: Wayne Morrison
Vice-president

PRINT OWNER NAME

Haugy & Smith Contractors, Inc.
by: WAYNE MORRISON

PHONE NUMBER

615-383-9070

STATE OF

Tennessee

COUNTY OF

Davidson

I hereby certify that on this 17th day of March, 2004, before the subscribed, a Notary Public of the State of Tennessee, and the County of Davidson, aforesaid personally appeared Wayne Morrison and did acknowledge the foregoing instrument to be their act.

In testimony whereof, I have affixed my official seal.

Sue Toney
Notary Public

My Commission Expires:

5.29.05

REVIEWED BY:

FOR THE CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING

Daphne

PREPARED BY:
CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING
CITY HALL MALL
109 3rd AVENUE SOUTH
FRANKLIN, TN 37065

