

Monday, August 8, 2022

**BOARD OF MAYOR AND ALDERMEN – REGULAR MEETING
6:00 PM**

1. Prayer
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approve Minutes Of July 11, 2022, July 18, 2022, And July 27, 2022

Documents:

[BMA MINUTES 7-11-22.PDF](#)
[BMA MINUTES 7-18-22.PDF](#)
[BMA MINUTES 7-27-22.PDF](#)

6. Public Comments
7. Public Hearing – Ordinance 2022-12 Amending The FY23 Budget
8. Consideration Of Ordinance 2022-12 Amending The FY23 Budget (Amended) – Final Reading

Documents:

[ORDINANCE 2022-12 AMENDING FY23 BUDGET.PDF](#)

9. Public Hearing – Ordinance 2022-13 Amending Ordinance 2022-7 “Adopting The Fiscal Year 2023 Operating And Capital Improvement Budgets For The City Of Millington And To Establish Budget Related Procedures And Controls”
10. Consideration Of Ordinance 2022-13 Amending Ordinance 2022-7 “Adopting The Fiscal Year 2023 Operating And Capital Improvement Budgets For The City Of Millington And To Establish Budget Related Procedures And Controls” – Final Reading

Documents:

[ORDINANCE 2022-13 AMENDING ORDINANCE 2022-7.PDF](#)

11. Consideration Of Resolution 30-2022 Authorizing The City Of Millington To Participate In The “Safety Partners” Matching Grant Program Through Public Entity Partners

Documents:

[RESOLUTION 30-2022 SAFETY PARTNERS MATCHING GRANT PROGRAM.PDF](#)

12. Consideration Of Resolution 31-2022 Accepting Grant From Kiwanis Club Of Millington
Documents:
[RESOLUTION 31-2022 ACCEPTING GRANT FROM KIWANIS CLUB OF MILLINGTON FOR PARK BENCH.PDF](#)
13. Consideration Of Resolution 32-2022 Approving Residential Subdivision Development Agreement With Davis Rentals, LLC
Documents:
[RESOLUTION 32-2022 SUBDIVISION AGEEMENT CHAPMAN SUBDIVISION.PDF](#)
[CHAPMAN SUBDIVISION CONTRACT.PDF](#)
14. Consideration Of Resolution 33-2022 Appointing Member To The Millington Airport Authority
Documents:
[RESOLUTION 33-2022 AIRPORT AUTHORITY BOARD APOINTMENT.PDF](#)
15. Consideration Of Resolution 34-2022 Authorizing Purchase Of Property Known As Sandusky
Documents:
[RESOLUTION 34-2022 SANDUSKY PURCHASE.PDF](#)
16. Consideration Of Resolution 35-2022 Appointing Mark S. McDaniel, Sr. City Judge For Millington Municipal Court
Documents:
[RESOLUTION 35-2022 APPOINTING JUDGE.PDF](#)
17. Consideration Of Resolution 36-2022 Authorizing Mayor Terry Jones To Enter Into A Memorandum Of Understanding Between The City Of Millington By And Through The Millington Police Department With The Millington Municipal School District Regarding The Placement Of A School Resource Officer At The Millington Primary School For The School Year 2022-2023
Documents:
[RESOLUTION 36-2022 SRO FOR SCHOOLS.PDF](#)
[RES 36-2022 2022-2023 MOU FOR RESOURCE OFFICER.PDF](#)
18. Board Reports
19. Adjourn

ADA NOTICE

The City seeks to meet the needs of all individuals with disabilities. Should you need an accommodation to attend, speak or hear at this meeting, please call City Hall at 901.873.5701 at least eight (8) working hours in advance of the meeting

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN
MINUTES OF REGULAR MEETING
July 11, 2022

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in regular session at Millington City Hall Chambers on Monday, July 11, 2022. Prior to the start, Mayor Jones swore in Chris Ford as the newly appointed alderman for Position 3. The meeting was called to order at 6:06 pm by Mayor Terry Jones, and Mr. Thomas McGhee led everyone in prayer, followed by the Pledge of Allegiance.

Roll Call and Quorum Determination

The following Board members were present:

Mayor Terry Jones
Bethany Huffman
Al Bell
Chris Ford
Larry Dagen
Thomas McGhee
Don Lowry
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Approval of Agenda
Approve agenda
Motion: Bell
Second: Caruthers
Vote: unanimous consent to approve
5. Approve Minutes of June 13, 2022 and June 27, 2022
Approve Minutes
Motion: Lowry
Second: Huffman
Vote: unanimous consent to approve
6. Public Comments
Donna Rae Cobbs-Jackson questioned why the basketball courts/park area by EA Harrold School was no longer accessible to the public; Ann Turner asked for larger monitors; Debra Clifton and Teresa Wills had complaints about the litter in the city.
Close Public Comments
Motion: McGhee
Second: Lowry
Vote: unanimous consent to close
7. Consideration of Resolution 28-2022 Confirming Chris Stokes as Police Chief
Approve Resolution 28-2022
Motion: Lowry
Second: Caruthers
Vote: unanimous vote to approve
Mayor Jones swore the new chief in immediately after the vote.
8. Presentation of Millington Police Department Accreditation Certificate – David Moore, MTAS
9. Presentation of Millington Fire Department Swiftwater/Floodwater Rescue Team Accreditation – Ryan Thompson and Jane Waldrop - TEMA
10. Consideration of Ordinance 2022-12 Amending the FY23 Budget- First Reading
Approve Ordinance 2022-12
Motion: Lowry
Second: Bell
Vote: unanimous vote to approve
11. Consideration of Resolution 23-2022 Approving the FY23 Agreement for Emergency Call Processing and Dispatching Services
Approve Resolution 23-2022
Motion: Lowry
Second: Caruthers
Vote: unanimous consent to approve
The cost has decreased from last year, due to Shelby County's cost per call has decreased, and the City of Millington's call volume has not increased.

12. Consideration of Resolution 24-2022 Dismissing Uncollectible Taxes and Authorizing Removal of Parcels from Tax Rolls

Approve Resolution 24-2022

Motion: Bell

Second: Ford

Vote: unanimous consent to approve

13. Consideration of Resolution 25-2022 Approving Appointment to the Millington Planning Commission

Approve Resolution 25-2022

Motion: Caruthers

Second: Dagen

Vote: unanimous consent to approve

14. Consideration of Resolution 26-2022 Approving Residential Subdivision Agreement with Allegro Home Builders for The Reserve at Millington Phase 1

Approve Resolution 26-2022

Motion: Huffman

Second: Lowry

Vote: unanimous consent to approve

15. Consideration of Resolution 27-2022 Approving Residential Subdivision Agreement with Allegro Home Builders for The Reserve at Millington Phase 2

Approve Resolution 27-2022

Motion: McGhee

Second: Lowry

Vote: unanimous consent to approve

16. Board Reports

Ms. Huffman mentioned the IDB has a meeting on Friday and is open to the public. She also reminded everyone about Millington Community night, July 23rd for the Memphis Redbirds, and Mayor Jones is throwing out the first pitch. Mr. Dagen mentioned the Library Summer Reading program. Mr. McGhee said that the airshow was a great success with over 40,000 attendees. Mr. Lowry thanked Parks and Recreation for the great fireworks celebration. Mr. Caruthers gave a Planning Commission update.

Adjourn

There being no further business, the meeting was adjourned at 6:40 pm.

These minutes are approved as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN
MINUTES OF CALLED MEETING
July 18, 2022

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in called session at Millington City Hall Chambers on Monday, Monday, July 18, 2022. The meeting was called to order at 5:00 pm by Vice Mayor Bethany Huffman, and Mr. Larry Dagen led everyone in prayer, followed by the Pledge of Allegiance.

Roll Call and Quorum Determination

The following Board members were present:

Mayor Terry Jones arrived at 5:06 pm
Bethany Huffman
Al Bell
Chris Ford
Larry Dagen
Thomas McGhee
Don Lowry
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Consideration of Resolution 29-2022 Approving Memorandum of Understanding Between Shelby County Government and the City of Millington

The memorandum covers a proposed project to repair erosion along Big Creek. Mr. Haley has had numerous discussions with TDEC, Shelby County, and the railroad, and it has been determined that it's not the City's responsibility to repair the damage. Shelby County has asked the City to commit \$1,782,166.44 of its allocation of ARP funds. This money has already been committed to other City projects.

Approve Resolution 29-2022

Motion: Lowry

Second: Huffman

Vote: unanimous vote to NOT approve

Resolution failed. Staff was asked to try and negotiate further with the Shelby County for them to fund the project 100%.

Adjourn

There being no further business, the meeting was adjourned at 5:26 pm.

These minutes are approved as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN
MINUTES OF CALLED MEETING
July 27, 2022

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in called session at Millington City Hall Chambers on Wednesday, July 27, 2022. The meeting was called to order at noon by Mayor Terry Jones, and Mr. Thomas McGhee led everyone in prayer, followed by the Pledge of Allegiance.

Roll Call and Quorum Determination

The following Board members were present:

Mayor Terry Jones
Bethany Huffman
Al Bell
Chris Ford
Larry Dagen
Thomas McGhee
Don Lowry
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Consideration of Ordinance 2022-13 Amending Ordinance 2022-7 “Adopting the Fiscal Year 2023 Operating and Capital Improvement Budgets for the City of Millington and to Establish Budget Related Procedures and Controls - First Reading
Approve Ordinance 2022-13
Motion: Lowry
Second: Huffman
Vote: unanimous vote to approve

Adjourn

There being no further business, the meeting was adjourned at 12:05 pm.

These minutes are approved as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2022-12

ORDINANCE AMENDING THE FY23 BUDGET

WHEREAS, The Board of Mayor and Aldermen of the City of Millington, Tennessee adopted the FY23 Budget for all Funds by Ordinance 2022-7; and

WHEREAS, The Sanitation Department had budgeted for and ordered a new pickup with the FY22 Budget, but was not received prior to June 30, 2022; and

WHEREAS, The City of Millington plans to acquire the Sandusky property and buildings and needs to move funds for the purchase and closing costs; and

WHEREAS, it is necessary to amend the FY23 budget to provide the funding necessary for the purposes described above.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the FY23 Operating Budgets for the Sanitation Fund and General Fund are amended as follows:

| Sanitation (131) | Original | Change | Amended |
|---|-----------------|---------------|----------------|
| Planned Use of PY Funds 38990 | 125,156 | -28,816 | 96,340 |
| Vehicle Purchases 43201-942 | 185,000 | 28,816 | 213,816 |
| General Fund (110) | | | |
| Fund Balance 27000 | 16,012,001 | -900,000 | 15,112,001 |
| Real Estate & Improvements 41100-945 | 0 | 900,000 | 900,000 |

BE IT FURTHER ORDAINED, That this Ordinance shall take effect upon its final passage, the public welfare requiring it.

Public Hearing: August 8, 2022
First Reading: July 11, 2022
Second Reading: August 8, 2022

Terry G. Jones, Mayor

Karen Findley, City Clerk

ORDINANCE NO. 2022-13

AN ORDINANCE TO AMEND ORDINANCE 2022-7 “ADOPTING THE FISCAL YEAR 2023 OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR THE CITY OF MILLINGTON AND TO ESTABLISH BUDGET RELATED PROCEDURES AND CONTROLS”

WHEREAS, The Board of Mayor and Aldermen of the City of Millington, Tennessee, adopted the FY23 Budget for all Funds by Ordinance 2022-7 on June 13, 2022; and

WHEREAS, An error was made in transcribing the anticipated revenues and expenditures from the budget document to the ordinance for the State Street Aid Fund, Water Fund, and School Capital Projects fund, and must be corrected.

BE IT ORDAINED, That the Board of Mayor and Alderman of the City of Millington, Tennessee project anticipated revenues for FY2023 from all sources for each Fund as follows:

OPERATING BUDGETS

| | |
|------------------------------|---------------|
| General Fund | \$ 14,769,752 |
| State Street Aid Fund | \$ 552,956 |
| State Drug Fund | \$ 19,550 |
| DEA Drug Fund | \$ 117,400 |
| Storm Water Fund | \$ 417,650 |
| Sanitation Fund | \$ 1,018,844 |
| Water Fund | \$ 2,369,439 |
| Sewer Fund | \$ 2,423,800 |
| General Purpose School Fund | \$ 25,986,378 |
| School Federal Projects Fund | \$ 5,442,788 |
| School Nutrition Fund | \$ 1,788,947 |

CAPITAL IMPROVEMENT BUDGETS

| | |
|----------------------------------|---------------|
| Capital Improvement Program Fund | \$ 17,186,417 |
| School Capital Projects Fund | \$ 1,716,886 |

BE IT FURTHER ORDAINED, That the Board of Mayor and Alderman of the City of Millington, Tennessee adopts and appropriates the expenditure/expense budget for each fund for FY2023 as follows:

OPERATING BUDGETS

| | |
|------------------------------|---------------|
| General Fund | \$ 14,769,752 |
| State Street Aid Fund | \$ 552,956 |
| State Drug Fund | \$ 19,550 |
| DEA Drug Fund | \$ 117,400 |
| Storm Water Fund | \$ 417,650 |
| Sanitation Fund | \$ 1,018,844 |
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| School Nutrition Fund | \$ 1,788,947 |

CAPITAL IMPROVEMENT BUDGETS

| | |
|----------------------------------|---------------|
| Capital Improvement Program Fund | \$ 17,186,417 |
| School Capital Projects Fund | \$ 1,716,886 |

BE IT FURTHER ORDAINED that this ordinance shall take effect upon its final passage, the public welfare requiring it.

Public Hearing: August 8, 2022
First Reading: July 27, 2022
Second Reading: August 8, 2022

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 30-2022

RESOLUTION AUTHORIZING THE CITY OF MILLINGTON TO PARTICIPATE IN THE “SAFETY PARTNERS” MATCHING GRANT PROGRAM THROUGH PUBLIC ENTITY PARTNERS

WHEREAS, the safety and well-being of the employees of the City of Millington is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for City of Millington employees; and

WHEREAS, the Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

WHEREAS, the City of Millington seeks to participate in this important program and use it to help purchase 50 28” reflective traffic cones, a traffic cone cart, 8 A-Frame barriers with 6-foot reflective I-Beam, as 42” reflective traffic drums, and 23 sections of portable safety barrier fencing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, as follows:

Section 1. The City is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through the Public Entity Partners.

Section 2. The City is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

This Resolution is adopted as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 31-2022

RESOLUTION ACCEPTING GRANT FROM KIWANIS CLUB OF MILLINGTON

WHEREAS, The City has just been awarded a grant in the amount of \$2781.98 from the Kiwanis Club of Millington for purchase of park bench to be installed in Aycock Park.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Kiwanis Club of Millington Grant in the amount of \$2781.98 for purchase of a park bench for Aycock Park is hereby accepted.

BE IT FURTHER RESOLVED, That the City Manager may sign any documents necessary to receive and expend this grant.

This Resolution is adopted as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 32-2022

RESOLUTION APPROVING RESIDENTIAL SUBDIVISION DEVELOPMENT
AGREEMENT WITH DAVIS RENTALS, LLC

WHEREAS, Davis Rentals, LLC, is the owner and developer of a tract of land zoned R-1, Residential, which contains approximately 0.626 acres and desires to improve and develop the subdivision site into a 3-lot subdivision to be known as The Resubdivision of Lot 21 of C.S. Chapman Unrecorded Subdivision; and

WHEREAS, The Millington Planning Commission approved the subdivision plan May 20, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Residential Subdivision Development Agreement with Davis Rentals, LLC is approved.

BE IT FURTHER RESOLVED, That Millington Planning Commission must approve the bond amount of \$10,812.00, at the August 15th meeting before execution of the agreement.

BE IT FURTHER RESOLVED, That the Mayor may sign the aforementioned agreement.

This Resolution is adopted as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

CITY OF MILLINGTON
RESIDENTIAL SUBDIVISION DEVELOPMENT AGREEMENT

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter the "Agreement"), is made and entered into this [redacted] day of [redacted], [redacted], by and between the City of Millington, Shelby County, Tennessee, (hereinafter the "City"), and Davis Rentals, LLC (hereinafter the "Developer"):

WITNESSETH

WHEREAS, the Developer is the owner¹ of a tract of land zoned R-2, which contains approximately 0.626 acres (the "Subdivision Site") and desires to improve and develop the Subdivision Site into a 3 lot subdivision to be known as Resubdivision of Lot 21, C.S. Chapman Unrecorded Subdivision (the "Subdivision"²); and;

WHEREAS, the Millington Planning Commission (hereinafter "Planning Commission") approved the subdivision plan of the Developer on April 18, 2022 with respect to the Subdivision (the "Subdivision Plan") on pursuant to Tennessee Code Annotated, Section 13-4-301 et seq., and;

WHEREAS, the Developer is required to install with respect to the Subdivision, in conformance with the Subdivision Regulations and as provided herein, certain Public Improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer lines, grading, stormwater drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices, streetlights, electrical power and gas utilities in said project at its own cost, and;

WHEREAS, the Developer may be required, pursuant to its application and Planning Commission approval and, as applicable Design Review Committee approval, to install Private Improvements and amenities, including, but not limited to, private streets and alleys, fences, walls, lakes, swimming pools, tennis courts and other recreational facilities, common open space amenities, stormwater retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,

WHEREAS, the City is willing to enter into this Agreement with the Developer relative to the development of the Subdivision, and the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,

WHEREAS, the City is willing to approve the Subdivision (or Planned Development), subject to the applicant's compliance with applicable existing laws, ordinances, and regulations and the conditions set forth herein;

NOW, THEREFORE, in consideration for the mutual promises herein contained, and other consideration

¹ If the Developer is not the owner of the Subdivision Site but has permission from the owner to develop same, the owner will be required to join herein, and all obligations imposed upon the Developer hereunder shall be the joint and several obligations of the Developer and the owner.

² The project contemplated hereunder may be developed under the ordinances and regulations of the City relative to Planned Developments. In such event, terms used herein to refer to subdivision shall be read so as to apply to such Planned Development.

herein recited the parties do hereby agree as follows:

1.0 DEFINITIONS

1.1 *Administrative Guidelines:* Collectively include the following codes and standards:

- (a) The standards of the American Society for Testing Materials (ASTM);
 - (b) The requirements of the Occupational Safety and Health Administration (OSHA);
 - (c) The requirements of the Federal Americans with Disabilities Act (ADA);
 - (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
 - (e) The Standards of the American National Standards Institute (ANSI);
- References herein to the Codes are to those in effect on the Effective Date unless amendments are hereafter made which apply to all improvements or subdivisions regardless of their date of commencement and/or completion of construction.

Codes: Collectively include the following ordinance, regulations and standards:

- (a) Millington Zoning and Subdivision Regulations;
 - (b) Standards and specifications contained in "Local Public Works Standard, and Specifications", as amended to include specific requirements for construction in Millington, TN;
 - (c) the International Building Code (as adopted by Shelby County Code Enforcement);
 - (d) the International Building Code Fire Code; and
 - (e) any and all other applicable Ordinances of the City of Millington and Shelby County.
- References herein to the Codes are to those in effect on the Effective Date unless amendments are hereafter made which apply to all improvements or subdivisions regardless of their date of commencement and/or completion of construction.

1.2 *Conditions of Approval:* are those conditions imposed upon the Developer and/ or the Subdivision by the City of Millington by and through the Board of Mayor and Alderman, Planning Commission, Board of Zoning Appeals, Design Review Committee and or any other applicable Board, Committee or Commission of the City of Millington. These conditions are listed in Exhibit "A", attached hereto.

1.3 *Effective Date:* is the date that this agreement is entered into by and between the parties hereto as demonstrated by their execution of this Contract.

1.4 *Final Subdivision Acceptance:* shall occur after all required Public and Private improvements have been completed by the Developer, to the satisfaction of the City Engineer, City Planner, City Clerk, and the City Manager.

1.5 *Final Plat Approval:* is the approval of the Final Plat by the Millington Planning Commission for a subdivision before a plat is recorded.

1.6 *Initial Acceptance:* shall occur at the point in time when the Developer has completed all required Public Improvements and Private Improvements as required by the City and specified in Exhibit "A", to the Subdivision Site, and all required Public Improvements off site, relative to the Subdivision, including the final surface asphalt course of off site Public Improvements, but not the final required surface asphalt course on the internal Subdivision streets, and same have been inspected, tested and approved in writing by all of the following: City Engineer, City Planner, City Clerk, and the City Manager. No building permits shall be issued prior to Initial Acceptance. Initial Acceptance shall not occur until such time as as-built plans (as per Section 4.11) shall be submitted by the Developer and inspected by the City Engineer. Initial Acceptance shall not occur until such time as payment of street lighting pursuant to Section 4.4 has been made in full to the City.

- 1.7 *Lot*: A single fraction or part of the Subdivision as shown by the plat or survey of the Subdivision Site.
- 1.8 *Payment-in-Lieu of Construction*: is a payment with the approval of the Planning Commission for future construction of those Public Improvements required of the Developer by the City and/or the Planning Commission. This payment shall be non-refundable to the Developer, its agents, or assigns, and there shall be no requirement of the City that said improvements shall be made in a specific period of time. The improvements shall be specified by the City Engineer and attached to this Agreement, if applicable, as an Exhibit "B."
- 1.9 *Private Improvements*: includes all specific improvements to be constructed, such as, but not limited to brick walls, landscaping, fencing, lighting, etc., as required by the City relative to the Subdivision, and which are not Public Improvements.
- 1.10 *Public Improvements*: those improvements to be constructed relative to the Subdivision that are to be dedicated to the City and accepted for perpetual maintenance by the City.
- 1.11 *Security*: a Bond or Letter of Credit issued by a bank or bonding company qualified to do business in the State of Tennessee, to the Developer, naming the City of Millington as beneficiary, and securing the completion of all Public Improvements and Private Improvements. Said bond or letter of credit shall have an expiration date of one (1) year from issuance but shall automatically renew for successive one (1) year periods and is callable upon a local branch (as per Section 7.8) of the issuing bank or bonding company. In accordance with Section 7.0 cash or Certified Check are adequate security acceptable to the City. All provisions of Section 7.0 are made by reference herein as if incorporated and recited here in full.
- 1.12 *Subdivision Site*: those parcels or tracts of land upon which the Developer intends to develop the Subdivision. The Subdivision Site shall include all portions of the parcels or tracts of land shown on the plat, whether any construction activities will take place upon the same or not.
- 1.13 *Subdivision Plans*: are those documents and plans submitted to the City in conjunction with an application for subdivision approval, including, but not limited to the application for Design Plat approval, Construction Plat approval, and Final Plat Approval.
- 1.14 *Warranty Period*: for each subdivision shall run for one (1) year from the Final Subdivision Acceptance by the City. During this Warranty Period the Developer is responsible for the maintenance and repair of any and all defects and failures of those Public and Private Improvements constructed by the Developer or his agent. Prior to the expiration of the Warranty Period and before the Security will be released by the City, a punch list of items to be repaired or replaced will be given to the Developer by the City and those items shall be completed to the satisfaction of the City Engineer, City Planner, City Clerk, and the City Manager.

2.0 OWNERSHIP

- 2.1 The Developer agrees it shall have no claim, direct or implied, in the title or ownership of the improvements specified in this Agreement that are to be dedicated to the City by virtue of the official recording of the plat for the Subdivision and accepted for perpetual maintenance by the City, those being the Public Improvements. The City, upon Initial

Acceptance and plat recording, will take full title to the Public Improvements. Maintenance responsibilities of the Developer prior to and after Final Subdivision Acceptance are provided for hereinafter.

- 2.2 Until Initial Acceptance, the Developer agrees that neither the Subdivision Site nor any portion thereof will be transferred without first providing the City with notice of when the proposed transfer is to occur and who the proposed transferee is, along with the appropriate address and telephone number of the proposed transferee.
- 2.3 If it is the proposed transferee's intention to develop the Subdivision Site or any portion thereof in accordance with this Agreement, the Developer agrees to furnish the City with an assumption agreement by which the transferee agrees to perform the obligations required under this Agreement that are applicable to the property to be acquired by the transferee. Unless otherwise agreed by the City, the Developer will not be released from any of its obligations hereunder by virtue of such transfer and the Developer and the transferee both shall be jointly and severally liable to the City following such transfer for all obligations hereunder that are applicable to the property transferred. Said assumption agreement will be subject to the approval of the City Attorney.
- 2.4 If the Developer and the transferee intend to enter into an assumption agreement whereby the Developer is released from its obligations under this Agreement, the Developer must present the assumption agreement to the City for consideration and possible approval by the Board of Mayor and Aldermen. In the event of such approval, the transferee will be required to furnish new Security acceptable to the City.

3.0 GENERAL CONDITIONS

- 3.1 Construction Standards: The Developer shall construct the Subdivision in accordance with the Subdivision Plan, as approved by the Planning Commission, and if applicable, the requirements of the Design Review Committee, and in accordance with the requirements of (a) the Millington Subdivision Regulations; (b) standards and specifications contained in "Local Public Works Standard, and Specifications", as amended to include specific requirements for construction in Millington, TN; (c) the Building Code (as adopted by Shelby County); (d) the Fire Code (as adopted by Shelby County); (e) the Millington Zoning Ordinance; and (f) the applicable Ordinances of the City. Items (a) through (f) are hereby made a part of this Agreement by reference and are hereinafter referred to collectively as the "Codes". References herein to the Codes are to those in effect on the Effective Date unless amendments are hereafter made which apply to all improvements or subdivisions regardless of their date of commencement and/or completion of construction. The Conditions of Approval established by the Planning Commission, and, as applicable, the Design Review Committee (any or all of which as may have been modified by the Board of Mayor and Aldermen) are set forth in Exhibit "A" to this Agreement and are incorporated herein by reference and made a part hereof.

4.0 PUBLIC IMPROVEMENTS

4.1 General Requirements

- 4.1.1 Construction of required Public Improvements shall meet standards and specifications contained in the "Local Government Public Works Standards, and Specifications," as amended to include specific requirements for construction in Millington Tennessee.

- 4.1.2 The construction of all required Public Improvements by the Developer, including, but not limited to, curbs and gutters, street subgrade preparation, temporary surface course, wearing surface, storm drainage, sidewalks as required, water service, utility service, sanitary sewer service, street lighting and other related items shall be undertaken and completed by the Developer in accordance with Subdivision Regulations and other specifications of the City, all of which are incorporated by reference herein, said Public Improvements requiring approval and acceptance by the City.
- 4.1.3 All drainage, including but not limited to, detention ponds, ditch paving, bank protection, and fencing adjacent to open ditches made necessary by the development of this subdivision is to be constructed by the Developer and at the Developer's sole expense, on a schedule and according to plans and specifications approved by the engineer appointed by the City to advise the City regarding the construction of the Subdivision (the "City Engineer"). (See Section 4.8).
- 4.1.4 The Developer shall provide necessary erosion control, including but not limited to, seeding for gentle slopes and grass sod for steeper slopes with special grading and terracing as necessary, to the specifications of the City Engineer.
- 4.1.5 All sidewalks and driveway aprons shall be handicap accessible in accordance with ADA requirements and applicable Codes.
- 4.1.6 The Developer and/or Owner is responsible for all public improvements and ADA requirements.

4.2 Streets

- 4.2.1 The Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this project to comply with the road standards of the City to the satisfaction and approval of the City Engineer, subject, however, if applicable, to the provisions of subparagraph 4.2.2 immediately below.
- 4.2.2 The Developer shall bear the cost of all engineering, inspection and laboratory costs procured by the Developer incidental to the construction of street(s) to be constructed or improved pursuant to this Agreement, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.
- 4.2.3 The Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with the City specifications.
- 4.2.4 It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, the Developer shall only be required to construct drainage, sub-base, base and pavement to match the existing pavement and construct sidewalks, curb and gutter as required. If the existing grade and/or alignment is changed, the Developer shall be required to grade, prepare sub-base, base and pave the full

width of said street or road. Both options must be in accordance with ADA requirements and applicable Codes

- 4.2.5 Street Temporary Surface Course: The Developer shall be responsible for street subsurface preparation ("Temporary Surface Course") and, in addition to the detailed specifications, the following requirements, subject to approval by the City, shall apply:

TYPE OF TEMPORARY SURFACE COURSE (Residential Streets with 50' of Right of Way)

- (1) 8" Compacted Gravel Base..... 2" Black Base Asphalt
- (2) 8" Soil Cement Base as designed..... 2" Black Base Asphalt by an accepted soils laboratory testing firm and under direct approval by the City Engineer.

TYPE OF TEMPORARY SURFACE COURSE (All Other Streets with more than 50' of Right of Way)

- (1) 10" Compacted Gravel Base..... 3" Black Base Asphalt
- (2) 10" Soil Cement Base as designed..... 3" Black Base Asphalt by an accepted soils laboratory testing firm and under direct approval by the City Engineer.

Completion of the Temporary Surface Course in all phases shall be required prior to recording of the Final Plat.

- 4.2.6 Street Wearing Surface: Developer shall furnish and install a final asphalt surface course (hereinafter "Wearing Surface") as indicated below in accordance with the City's Subdivision Regulations.

THICKNESS OF WEARING SURFACE (Residential Streets with 50' of Right of Way)

- (1) 1-½" Wearing Surface

THICKNESS OF WEARING SURFACE (All Other Streets with more than 50' of Right of Way)

- (1) 2" Wearing Surface

- 4.2.7 Wearing Surfaces shall not be completed earlier than one (1) calendar year after Initial Acceptance of the subdivision, except as allowed under Paragraph 4.2.9 below. Wearing Surfaces shall not be installed until the later of: (a) two (2) calendar years after the recording of the Final Plat, or (b) 50% of the lots in the subdivision are complete and occupied. This provision can only be altered by formal written request to the Board of Mayor and Aldermen for the City.

- 4.2.8 The Developer may request administrative approval to install the Wearing Surface earlier than one (1) calendar year after Initial Acceptance, if 75% of the

lots in the subdivision are complete and occupied. Each such request must be specifically approved in writing by all of the following: City Engineer, City Planner, City Clerk and the City Inspector.

- 4.2.9 The Developer shall adjust manholes and water valve boxes to meet proposed finished surface elevations prior to application of the Wearing Surface at the sole expense of the Developer.
- 4.2.10 The City specifically reserves the right to require the Developer to repair the Temporary Surface Course as necessary and in such areas that are recommended by the City Engineer or Public Works Department, prior to application of final Wearing Surface.
- 4.2.11 All construction on state routes must be approved and constructed in accordance with TDOT standards and specifications.

4.3 Electricity

- 4.3.1 The Developer shall provide electrical service to each commercial Lot at his sole expense. All electrical lines from the service poles to the buildings are to be underground with transformer boxes located at the building line or rear property line.

The Developer shall provide a copy of the utility plans approved by Memphis Light Gas & Water to the City Engineer prior to the Final Plat Approval.

4.4 Street Lighting

- 4.4.1 The Developer shall provide streetlights for the entire Subdivision at his sole expense. The type of lighting standard, pole spacing, and installation shall be per Memphis Light, Gas and Water standards. Memphis Light Gas and Water shall bill the City for installation of street lighting per its standards.
- 4.4.2 The Developer of the subdivision is responsible for the cost of street lighting. Prior to release of bond, Memphis Light Gas and Water will submit a final installed cost of streetlights. The City will bill the Developer for the actual cost of the streetlight installation. The Developer shall make payment to City within 30 days of billing. City may withhold all other approvals and/or permits within the Subdivision until such payment is made by Developer. Once the Developer pays this cost, the bond may be reduced to reflect the estimated streetlight costs.
- 4.4.3 There is a Street Light estimated cost of \$650 Per Lot provided in the bond.

4.5 Telephone and Cablevision

- 4.5.1 Telephone and Cablevision pedestals shall be located in rear yards only.

4.6 Water Service

- 4.6.1 The Developer shall construct the water lines in and serving the Subdivision and pay the City for and to install all meters and make connection of Subdivision to City water system.

- 4.6.2 The Developer shall pay the cost of water main and accessories to serve the Subdivision from a point to be approved by the Planning Commission and the City Engineer. The Developer will also pay for the water mains and accessories within the Subdivision, including service lines, accessories from the main to the meter and all meters.
- 4.6.3 The Developer shall pay the cost of all engineering, inspection and laboratory cost relating to the water service system in or to the Subdivision, including but not limited to inspection and approval by the Tennessee Department of Public Health. The Developer shall provide the City with copies of comments and certificates from said Department.
- 4.6.4 If required by the City, the Developer shall install fire hydrants in accordance with the type service appropriate, the type and location as approved by the Planning Commission with recommendation from the City's Fire Chief and the City Engineer.
- 4.6.5 Water connection fee, per lot 1" meter is \$500.00 plus the cost of the meter (collected from the builder). All connections made to the water line or any lateral lines of the North Fork Creek water line shall be subject to a water development charge of the greater of \$3,000 per acre or \$1,200 per connection.
- 4.6.6 For all connections made to the main water line or any lateral lines other than those served by the North Fork Creek water line, the water development charge shall be \$1,500.00 per connection.

4.7 Sewer Service

- 4.7.1 The Developer (including any partnership of Developers), at its sole expense, shall develop and construct the sewer extensions, mains and laterals as necessary to service the new development(s) and the increased capacity resulting therefrom.
- 4.7.2 The Developer shall also be responsible and pay for the reasonable expense incurred by the City towards development of the developer's sewer extension and negotiations of this agreement including but not limited to attorney fees and condemnation cost and expenses.
- 4.7.3 The design, route and specifications of said extensions, mains and laterals shall be approved in writing by the City Engineer.
- 4.7.4 The Developer shall not attach said sewer extension and/or main to the City's interceptor sewer system, (including pump stations and/or sewage plant) without the written authority or permission of the Public Works Department to do so. This agreement shall not be construed or interpreted in any way whatsoever as the granting of the authority or permission to attach to, "tie in" and/or "hook on" to the City's interceptor sewer system without the express written authorization of the Public Works Department to do so.
- 4.7.5 The sewage system improvements required for the Subdivision, complete with necessary pump stations, force mains and manholes, shall be approved by the State of Tennessee Department of Environment and Conservation.
- 4.7.6 The Developer shall provide all sewer mains and manholes as provided for in the

Subdivision Plans and specifications.

- 4.7.7 The Developer shall provide all sewer laterals from the sewer main to the front property line of each Lot as approved by the City Engineer and provided for in the Subdivision Plans and specifications, including, but not limited to connection to the main and service pipe with plug. The utility trench created across any existing streets shall be backfilled full depth with flowable concrete fill along with asphalt service equal to the existing pavement section, or as directed by the Public Works Department.
- 4.7.8 The Developer shall pay the cost of all engineering, inspection and laboratory testing incidental to the sewer service in or to the subdivision.
- 4.7.9 The building permits for the Subdivision shall be withheld until the above stipulations are met in their entirety.
- 4.7.10 Sewer connection fee, per lot is \$500 (collected from the builder). Property located in the North Fork Creek Sewer Area is subject to a development fee of the greater of \$3,000 per acre, or \$1,200 per connection.
- 4.7.11 For all connections made to the main sewer line or any lateral lines other than those served by the North Fork Creek sewer outfall line, the sewer development charge shall be \$1,500.00 per connection.

4.8 Drainage Design

- 4.8.1 The Developer shall provide a drainage system which will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property, either upstream or downstream of the Subdivision. The Developer shall also provide to the City the formal written opinion of a certified and licensed professional engineer certifying, as a professional engineer, that he has reviewed the entire watershed within which the subdivision is located and that upon full development at the greatest allowable use density, under existing zoning of all land within the watershed, the Subdivision will not increase, alter or affect the flow of surface waters, nor contribute to same, so as to damage, flood or adversely affect any property, either upstream or downstream of the Subdivision. Further, the Developer agrees to hold harmless and to defend the City and the City Engineer from any claim, cause of action or liability, alleged and/or proven, to have arisen directly or indirectly from alteration affecting the surface water by reason of the Developer's design, construction, installation or the development itself, in whole or part. The aforesaid indemnity agreement includes, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.
- 4.8.2 The Developer agrees that it will provide necessary erosion control, such as seeding for gentle slopes (4 to 1 or less), grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that necessary erosion control is not being provided by the Developer, the proper governing authority shall officially notify the Developer of the problem. If the Developer has not corrected the problem within 7 days after the notice, then the

proper governing authority shall make the necessary improvement to eliminate the erosion problem, documenting all expenses incurred while performing the work. Prior to releasing any Security hereunder, all expenses incurred by the governing authority relative to the foregoing shall be paid in full by the Developer plus interest thereon at the rate of ten percent (10%) per annum.

- 4.8.3 Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any adjoining property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies which may have jurisdiction.
- 4.8.4 All buildings in the Subdivision will be constructed so as to be safe from flooding in the event of a 100 year flood. As a minimum, the finished floor elevation of all buildings shall be 1' above the 100-year flood elevation as established by the Federal Emergency Management Agency for the City of Millington.
- 4.8.5 The Developer understands and agrees that neither the City in its proprietary function nor the City Engineer in the performance of his professional responsibilities are vested with the original design responsibility or the means to formally survey elevations or the locations of drainage improvements at every state of the construction process, and that, therefore, the ultimate responsibility for compliance with all Subdivision Regulations, approved plans and specifications and Agreement provisions rests with the Developer.
- 4.8.6 The Developer shall pay the cost of all engineering, inspection, and laboratory testing incident to the drainage system of the Subdivision.

4.9 Preconstruction Conference

- 4.9.1 The Developer is required to meet with the City Staff prior to commencing construction for a pre-construction conference. At that conference the execution of the work, specifications, terms and conditions of the Agreement will be discussed.
- 4.9.2 At the time of the Pre-Construction Conference, all development fees must be paid, construction plans must be signed by the City Engineer, the sewer approval has been granted by the State, the Stormwater Pollution Prevention Plan and Notice of Intent must be filed with the State of Tennessee, and the required bond must be posted.

4.10 Street Signage

- 4.10.1 The Developer agrees to install permanent street signposts and markers at all street intersections in the Subdivision and to install traffic control devices, signage and striping relative to the Subdivision. The standards and specifications for public street signposts and lettering can be obtained from the City Planner.
- 4.10.2 Location of street and traffic control signs to be installed shall be approved by the City Engineer. All traffic control devices, signage and striping shall be installed as per the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

4.11 Release of Public Improvements

- 4.11.1 The Developer shall furnish to the City, as-built plans, on a reproducible, stable media, immediately following the completion of the construction. The as-built plans shall be endorsed by a Tennessee Registered Professional Engineer and or a Registered Land Surveyor. The certification in Exhibit "D" shall be added to all sheets of the plans. The as-built plans shall be submitted to the City before the Initial Acceptance by the City. All aspects of the project that have been affected by construction should be verified and appear on the as-built plans. This would include, but is not limited to, the following items:
- 4.11.1.1 All property lines and easements.
 - 4.11.1.2 Elevations (rim & invert) of storm drainage structures.
 - 4.11.1.3 Elevations (rim & invert) of sanitary sewer manholes.
 - 4.11.1.4 Horizontal location of all storm drain and sanitary sewer structures with station and offsets tied to street centerlines.
 - 4.11.1.5 For any streets with less than 1% longitudinal slope, provide as-built gutter elevations at 25' intervals.
 - 4.11.1.6 For areas of a subdivision which were filled to raise the property above the 100-year flood elevation, an as-built topographic survey shall be provided.
 - 4.11.1.7 For all detention basins, an as-built topographic survey shall be provided.
- 4.11.2 The Developer shall provide the City with a copy of the Final Subdivision Plan documents including sewer, water and drainage as - built drawings, using State Plane Coordinate System with NAD – 83 datum on DVD in DXF or DWG format (AutoCAD 2010 or earlier) prior to recording of the plat of the Subdivision.
- 4.11.3 The Developer shall have no claim, direct, indirect or implied, to title or ownership of the Public Improvements described in this Agreement from and after Initial Acceptance.
- 4.11.4 The City, upon Initial Acceptance, shall take full and complete title to the Public Improvements, provided however, the Developer shall be responsible for maintenance, construction failures and defects in all Public and Private Improvements of the Subdivision through the Warranty Period. The Developer shall, at his sole expense, correct and cure such defects and failures in the manner prescribed by and to the satisfaction of the City or the City Engineer.
- 4.11.5 There is an Inspection Fee Per Lot of \$300.00. A Recording Fee (first sheet) \$50.00 and Each additional sheet there is an additional fee of \$15.00. The maximum size of a sheet is 18" x 24".

5.0 PRIVATE IMPROVEMENTS

- 5.1 All Private Improvements to be completed by the Developer shall be included on either the Final Plat and/or the Conditions of Approval as set forth in Exhibit "A" attached hereto. All Private Improvements shall be completed prior to Final Subdivision Acceptance or as otherwise stated in Exhibit "A".
- 5.2 All Private Improvements and their maintenance thereafter shall be the responsibility of the Developer or his assigns. The Private Improvements shall only be made on property

that will **NOT** be dedicated to nor accepted by the City, but instead shall be owned by the Developer, a lot owner and/or a Property Owner's Association.

- 5.3 The Developer shall post Security for a value of the construction of the Private Improvements. The City Engineer shall establish that amount of the Security.
- 5.4 If the establishment of a Property Owner's Association is required as a Condition of Approval, then the Developer shall be responsible for the formation of the Property Owner's Association. The Developer shall file a charter with the Tennessee Secretary of State to establish the corporate entity of the Property Owner's Association, as well as draft by-laws and restrictive covenants of the Property Owner's Association. The Property Owner's Association must be formed, in good standing with the State of Tennessee and have its charter, by-laws and restrictive covenants recorded with the Shelby County Register prior to the recording of the Final Plat. The Property Owner's Association its charter, by-laws and restrictive covenants shall conform to the Millington Subdivision Regulations. The Developer shall provide documentation to the City prior to the recording of the Final Plat that these items have been completed.
- 5.5 If the Property Owner's Association is to own any real property, easements and/or common open space within the Subdivision then that property, easements and/or common open space must be deeded from the Developer to the Property Owner's Association at the time of the recording of the Final Plat. Furthermore, it is a requirement that any and all common open space be owned by a Property Owner's Association and that the deed transferring the property as well as the by-laws of the Property Owner's Association clearly state that any and all property, easements and/or common open space owned by the Property Owner's Association can not be transferred to another party, and if such a transfer does occur or the Property Owner's Association shall cease to exist either through dissolution or other means then the responsibility of the maintenance of said property, easements and common open space shall become the personal liability and responsibility of every lot owner in the subdivision. Furthermore, the Property Owner's Association and its by-laws and/or restrictive covenants shall conform the to the City of Millington Subdivision Regulations The Developer shall provide documentation to the City prior to the recording of the Final Plat that these items have been completed.

6.0 FEES TO BE PAID

6.1 In connection with the development of The Resubdivision of Lot 21, C.S. Chapman Unrecorded Subdivision, the Developer shall pay to the City fees, in such amounts and at such times, as set forth below:

| | | |
|------|--|---------------|
| I. | Water Development Fee, \$ 1,200 per lot | \$ 2,400 |
| II. | Sewer Development Fee, \$ 1,200 per lot | \$ 2,400 |
| III. | Water Tap Fee 1", \$500.00 plus the meter cost per lot | \$ By builder |
| IV. | Sewer Connection Fee, \$500 per lot | \$ By builder |
| V. | Subdivision Inspection Fee, \$300 per lot | \$ 600 |

TOTAL DUE: \$ 5,400

*NOTE: SEPARATE CHECKS ARE REQUIRED FOR EACH FEE.

If Subdivision construction is not completed within one (1) year from the date of execution of this Agreement and the fee structure of the City has been amended, the Developer shall be responsible for the payment of fees pursuant to the amended fee structure of the City.

7.0 SECURITY REQUIREMENTS

7.1 Option One, 100% Bond - Prior to recording of the final plat, the Developer shall furnish to the City, Security in the form of a subdivision bond in the amount of the total value and cost of installation of the Public and Private Improvements to be made, plus one year's inflation, until the Subdivision construction has been completed and the Warranty Period has expired. The amount and terms of the bond shall be determined by the City Engineer and approved by the Planning Commission.

7.2 Option Two, Alternative Minimum Bond - An alternative security amount may be posted in the event the developer intends to install certain improvements prior to the recording of the plat. If the developer does not wish to record his plat until all work is complete and prior to issuing the building permit, he may choose to work on his property without the city fully bonding that work as required in the previous section. This will allow him to place a minimum bond to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the developer. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. The items that must be included in this bond are:

- a. Erosion control plan items,
- b. Work in existing public right of way items including traffic control,
- c. Work necessary to attach to public water, sewer or drain lines,
- d. Work in any streams or drainageways.
- e. Estimated sidewalk and handicap costs,
- f. Estimated final asphalt surface costs
- g. Estimated street light costs at \$650.00 per lot.

Prior to the start of any work on the subdivision, the developer shall post the alternative security amount in the form of good and sufficient security with the City in the amount of one hundred (100%) percent of the City Engineer's approved estimate of cost of items a-g above to assure completion of the work, plus one (1) year's inflation estimated at six (6%) percent. In this option, the final plat may not be recorded until all required improvements are completed, as-built drawings are provided to the City, and the improvements have been accepted by the City for building permits. At that time, the bond may be reduced in accordance with section 7.5 below.

7.3 The City, in its sole discretion, may, in lieu of a subdivision bond, accept a Certified Check made payable to the City for the total amount of the total value and cost of installation of the Public and Private Improvements. If the Developer submits a Certified Check in lieu of a bond, he must execute an "Escrow Agreement" with the City in form and substance acceptable to the City and its attorneys, which shall become a part of this Agreement. In the event that the required improvements are built and installed in accordance with the foregoing standards and requirements as approved by the City Engineer, the deposit made in lieu of bond and in accordance with the Escrow Agreement will be returned to the Developer at the end of the Warranty Period. In the event that the construction and

installation are not completed or approved by the City, the deposit, or so much thereof as may be necessary, shall be expended as provided in the Escrow Agreement.

- 7.4 The City, in its sole discretion, may, in lieu of a subdivision bond, accept an irrevocable standby letter of credit exclusively in favor of the City, from an institution approved by the City, for the total value and cost of installation of the Public and Private Improvements. Said letter of credit shall be upon terms acceptable to the City and the City shall have the right to demand payment of the letter of credit, or so much thereof as may be necessary, in the event that the construction and installation are not completed or approved by the City.
- 7.5 Upon completion of the major improvements, specifically including but not limited to, all Temporary Surface Courses, utility service, water service, sewer service, street lighting, and drainage systems, and upon final inspection and acceptance by the City Engineer, the Developer may request, and the City shall approve upon submission of appropriate documentation as to the cost of completion of the remaining Public and Private Improvements, a reduction in the amount of the subdivision bond, cashier's check, or letter of credit, to an amount equal to 150% of the cost of completion of the remaining Public and Private Improvements. Provided, however, in no event shall the amount of the subdivision bond, cashier's check, or letter of credit be reduced to an amount which would be less than the amount recommended by the City Engineer and approved by the Planning Commission to secure the Developer's obligations and with respect to Developer's Warranty Period. The subdivision bond, cashier's check, or letter of credit, and the amount required by the preceding sentence, shall remain in full force and effect until the expiration of said Warranty Period.
- 7.6 The City reserves the right in its sole discretion to refuse to accept any Subdivision Bond or Letter of Credit from any institution, surety or bank. The City reserves the right in its sole discretion to limit the amount any single institution, surety or bank may guarantee to the City whether under a single development agreement or as a total amount guaranteeing several development agreements from multiple developers.
- 7.7 Any bond or letter of credit shall have an expiration date of one (1) year from the issuance but shall automatically renew for successive one (1) year periods, until released by the City.
- 7.8 The City requires that regardless of any other requirement or language to the contrary, that a provision be added in every subdivision bond or letter of credit that prior to the final expiration date of the subdivision bond or letter of credit, the institution, surety or bank shall provide to the City of Millington a written statement no earlier than 150 days and no later than 120 days prior to the final expiration date, that the subdivision bond or letter of credit shall expire and will not be renewed as of that final expiration date.
- 7.9 The City requires that regardless of language to the contrary anywhere in the subdivision bond or letter of credit, that the subdivision bond or letter of credit shall specifically state in plain language that should any litigation arise in relation to the subdivision bond or letter of credit, the proper jurisdiction and venue of such litigation shall be in the appropriate court in Shelby County, Tennessee.
- 7.10 No subdivision bond or letter of credit will be accepted by the City unless the institution, surety or bank issuing same is authorized and registered to do business within the State of Tennessee and has a local branch (meaning within 100 miles of Millington, TN) for which presentment of a draw is required.
- 7.11 No subdivision bond or letter of credit will be accepted by the City until such time as it has been reviewed to the satisfaction of the City Engineer, City Planner, City Clerk, City Inspector and the City Attorney.

7.12 Calculation of Security. The amount of the Security described above shall be:

\$ 10,812.00

Indicate which bonding method is being selected

 X **Option One, 100% Bond**

 Option Two, Alternative Minimum Bond

Based on an Engineer's Estimate of the cost of Public Improvements the following costs and reduction schedule is calculated for.

| | | | |
|---|----------|-----------|-----------------|
| Cost of Public Improvements | = | \$ | 10200.00 |
| Cost of Private Improvements | = | \$ | 0.00 |
| 1 Year inflation @ 6% | = | \$ | 612.00 |
| Street Light Improvements @ \$650 per unit | | \$ | 0.00 |
| Total | = | \$ | 10812.00 |

* THE SECURITY ABOVE INCLUDES THE PUBLIC IMPROVMENTS COST REQUIRED FOR THE DEVELOPMENT OF THE RESUBDIVISION OF LOT 21, C.S. CHAPMAN UNRECORDED SUBDIVISION.

* Cost of street lighting, gas system, electric system and service is not included, it is managed by contract with MLG&W. Telephone services are managed by local telephone company and likewise cable services.

8.0 MISCELLANEOUS

8.1 Developer's Responsibility

8.1.1 It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve the Developer from or accept any liability from the Developer. The Developer will provide his own Project Engineer whose duty shall be to design improvements that comply with all applicable Federal, State and local codes and ordinances.

8.2 Subdivision Plans and Specifications

8.2.1 The Subdivision Plans and specifications presented to the Planning Commission for its approval shall be prepared by a licensed civil engineer, approved by the City, and shall be subject to the review and recommendations of the City Engineer.

8.3 Jeopardy of Building Permits

8.3.1 Should the Developer fail to complete any part of the Subdivision in a good and workmanlike manner as determined by the City Engineer, or shall the Developer fail to comply with the contractual obligations of this Agreement then the City shall have the right to withhold and withdraw all building permits, water and sewer service within or to the Subdivision until the Developer has fulfilled all terms of this Agreement, the Subdivision Regulations, and the plans and specifications approved by the City.

8.4 Easements

8.4.1 The Developer shall obtain and shall furnish to the City all necessary easements to serve the Subdivision, said easements to be in form, type, size and character as required by the Subdivision Regulations and/or as approved by the City Engineer and acceptable to the City.

8.5 Compliance with Laws

8.5.1 The Developer shall comply with all applicable federal, state and local laws and regulations and shall upon the City's request, furnish proof of compliance.

8.6 Engineering Costs Over and Above Fee Schedule

8.6.1 The Developer shall pay one hundred percent (100%) of any and all engineering costs incurred by the City, in addition to those fees specifically set forth in Section 4, 5 and 6 of this Agreement, for review and oversight of the Subdivision. Payment is due within 30 days from the date that the City issues a bill.

8.7 Attorney's Fees/Subdivision Review

8.7.1 The Developer shall pay any and all attorney's fees incurred by the City in addition to those fees specifically set forth in Sections 4, 5 and 6 of this Agreement for review of documents, agreements, contracts, proposals and related materials involved in Subdivision. Payment is due within 30 days from the date that the City issues a bill.

8.8 Attorney's Fees/Code Amendments

8.8.1 In addition to those fees specifically set forth in Sections 4, 5, 6, 8.7 and 8.9 of this Agreement, the Developer shall pay one hundred percent (100%) of the legal costs, including, but not limited to attorney's fees, associated with any and all amendments to the Millington Municipal Code related to the development of the Subdivision. Payment is due within 30 days from the date that the City issues a bill.

8.9 Attorney's Fees/Enforcement

8.9.1 Should the Developer default in any part of this Agreement and it becomes necessary to engage an attorney to obtain compliance with this Agreement and/or file necessary legal action to enforce provisions of the Agreement or sue for any sums of money due and owing or liability arising incident to this Agreement, the Developer agrees to pay to the City its reasonable Attorney's

fees associated with such action.

8.10 Effect of Agreement

8.10.1 This Agreement is supplemental and in addition to all federal, state, county and local laws, regulations and requirements regarding the development of a subdivision and is intended to augment, explain, expand and clarify said laws, regulations and requirements. This Agreement may be changed, amended, or terminated only by similar written instrument executed by all parties to be bound thereby.

8.11 Parties Bound

8.11.1 All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8.12 Assignment Limited

8.12.1 The Developer may not assign or delegate its rights or duties under this Agreement without the prior written consent of the City in each instance.

8.13 Severability

8.13.1 If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid, or unenforceable provisions had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.

8.14 Headings Not Part of Agreement

8.14.1 The heading preceding each paragraph (if any) are inserted merely as a matter of convenience and shall not be deemed to be a part of the Agreement terms.

8.15 Notices

8.15.1 All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

To: CITY
City of Millington
Attn: Karen Findley, City Clerk
7930 Nelson Street
Millington, Tennessee 38053

Telephone: 901/873-5701
Facsimile: 901/872-4113

E-Mail: k.findley@millingtontn.gov

Any notice, demand or request sent by facsimile transmission shall be deemed given for all purposes under this Agreement when properly transmitted by telecommunication device. Any notice, demand or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when delivered to the intended address.

8.16 Joinder of Owner

8.16.1 In the event that the Developer is not the owner of the Subdivision Site, the owner joins in this Agreement and by the Owner's execution of this Agreement, the owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities as expressly set forth in this Agreement.

8.17 Disclosure of Ownership Interest

8.17.1 The Developer, at the filing of its initial application, completed a Disclosure of Ownership Interest form with the City. The Developer hereby states, certifies and confirms to the City that the information on that form is still true and correct as of the Effective Date, if not then the form shall be revised if necessary. The Disclosure of Ownership Interest form shall be attached as Exhibit "C" to this Agreement and is incorporated herein by reference and made a part hereof.

8.18 Recording

8.18.1 At the option of either party to this Agreement, this document and all Exhibits hereto may be recorded with the Shelby County Register's Office.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Millington, Tennessee, this the ** day of *****, ****

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DEVELOPER

By: _____
Title: _____
Date³: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be the _____ for _____, the within named bargainer, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such _____.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 20__.

Notary Public

My Commission Expires:

³ The Effective Date hereof shall be the date upon which the last to sign of the Mayor and Developer executes this Agreement, which date shall be entered on the first page hereof.

OWNER (if applicable):

By: _____

Title: _____

Date³: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ to be the _____ for _____, the within named bargainer, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such _____.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF MILLINGTON

By: _____
Terry Jones, Mayor

Date³: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Terry Jones, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor for the City of Millington, the within named bargainor, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Mayor.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 20__.

Notary Public

My Commission Expires:

APPROVED BY CITY ATTORNEY:

Exhibit "A"

Conditions of Approval

1. An engineering plat and final plat will be required. The engineering plat shall provide sufficient detail on how the street cut will be repaired in B Street and how the sewer and water taps will be made in the street.
2. A variance will be required on the front yard setback on lot one.
3. Any damage to the existing curb and gutter and sidewalk will be repaired.

Exhibit "B"

Payment-in-lieu of construction – N/A

Exhibit "C"

DISCLOSURE OF OWNERSHIP INTERESTS

In order to assist staff and appointed and elected officials of the City of Millington in complying with Ordinances of the City relating to conflicts of interest, the following information is required to be furnished:

- 1. For Profit Entities. If the applicant submitting this Application (“Applicant”) is a for-profit, i.e., general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Applicant must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Applicant. (If another business entity owns 10% or more of the ownership interests in the Applicant, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Applicant, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Applicant: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Applicant:

| Name | Business <u>or</u> Home Address |
|-------|---------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- 2. For Profit Entities. If the owner and any lessee of the land which is the subject of this Application (“Owner and Lessee”) is a for-profit entity, i.e., general partnership, limited partnership, corporation, limited liability company, R.E.L.T., a trust, or any other form of for-profit business entity, the authorized representative of the Owner and Lessee must list below the respective names and business or home addresses of all persons or entities which own 10% or more of the ownership interests in the Owner and Lessee. (If another business entity owns 10% or more of the ownership interests in the Owners and Lessee, all persons owning a 10% or more interest in such last mentioned entity must be identified by name and business or home address.) (If a trust owns a 10% or more interest in the Owner and Lessee, all beneficiaries of 10% or more of the trust assets must be identified by name and business or home address.) The amount of ownership interest does not have to be disclosed.

Owner and Lessee: _____

Persons or Entities Owning 10% or More of the Ownership Interests of the Owner and Lessee:

| Name | Business <u>or</u> Home Address |
|-------|---------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Not for Profit Entities. If the applicant submitting the Application (“Applicant”) is a not for profit entity, the authorized representative of the Applicant must list below the name and business or home address of the President (or equivalent chief executive officer) and the members of its board of directors:

Applicant: _____

President or Equivalent
Chief Executive Officer: _____

Members of the Board of Directors of the Applicant:

| Name | Business <u>or</u> Home Address |
|-------|---------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Not for Profit Entities. If the owner and lessee of the land which is the subject of this Application (“Owner and Lessee”) is a not for profit entity, the authorized representative of the Owner and Lessee must list below the name and business or home address of the President (or equivalent chief executive officer) and the members of its board of directors:

Owner and Lessee: _____

President or Equivalent
Chief Executive Officer: _____

Members of the Board of Directors of the Owner and Lessee:

| Name | Business <u>or</u> Home Address |
|-------|---------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

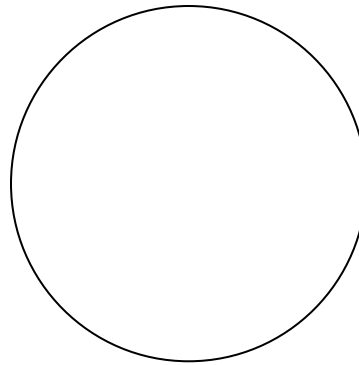
As-built plans are required to be endorsed by a Tennessee Registered Professional Engineer and or a Registered Land Surveyor. The following certification shall be added to all sheets of the plans.

AS-BUILT CERTIFICATION

I, _____, hereby certify that the As-Built information shown on this drawing is an accurate and complete representation of data established by a field survey performed under my direction on _____ (date), and that the improvements were constructed according to the approved plans, except as otherwise noted hereon.

Name

Date



SEAL

RESOLUTION 33-2022

RESOLUTION APPOINTING MEMBER TO THE MILLINGTON AIRPORT
AUTHORITY

WHEREAS, the Board of Mayor and Aldermen of the City of Millington has established the Millington Airport Authority; and

WHEREAS, the Mayor wishes to replace a member.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen, that the Mayor's appointment to the Millington Airport Authority is approved, and that they shall serve until the later of the end of their term or their successor is appointed:

James Ashcraft, term ending July 31, 2023 (replacing John Perales)

This Resolution is adopted this 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 34-2022

RESOLUTION AUTHORIZING PURCHASE OF PROPERTY KNOWN AS
SANDUSKY

WHEREAS, at the December 13, 2021, the Board of Mayor and Aldermen authorized the City Attorney to negotiate a contract for the Sandusky property on Jack Huffman Blvd; and

WHEREAS, this property consists of approximately 23 acres on four parcels, known as Parcels M0115 00730, M0115 00911, M0115 00910, M0115 00526C (leasehold interest) per a survey done by Fisher & Arnold on April 22, 2021; and

WHEREAS, EDSAL Sandusky TN, LLC and ESTC Topco, Inc, the owner of the parcels, has agreed to sell the land and buildings to the City for \$875,000.00; and

WHEREAS, The City has transferred money from the General Fund Fund Balance to cover the cost of this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the purchase from ESTC Topco, Inc for the approximately 23 acres of property known as Sandusky in the amount of \$875,000.00 plus closing costs is approved.

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute any and all documents necessary to complete the purchase subject to the review and approval of the City Attorney.

This Resolution is adopted as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 35-2022

RESOLUTION APPOINTING MARK S. MCDANIEL, SR., CITY JUDGE
FOR MILLINGTON MUNICIPAL COURT

WHEREAS, in 2019, the Board of Mayor and Aldermen approved the amendment to the Millington Municipal Charter by Private Act to change the City Judge position from an elected to an appointed position; and

WHEREAS, The Board shall now appoint a City Judge, who will hear only violations of municipal ordinances, and specify the term and duties of said judges; and

WHEREAS, The jurisdiction of the appointed City judge shall exist only as to violations of the Charter and ordinances of the City. Costs in trials of offenses against the ordinances of the City shall be provided by ordinance. Costs in other matters shall be as established under general laws of the State of Tennessee. The City Judge shall have the power in accordance with Tennessee Code Annotated Title 16, Chapter 18, Part 3, The Municipal Court Reform Act, to: levy fines, penalties: and costs, to issue all necessary process, to administer oaths, and to maintain order, including the power to punish for contempt by fine or confinement not exceeding the limits provided by general laws.; and

WHEREAS, The City Attorney has interviewed candidates for the position of City Judge and recommends Mark S. McDaniel, Sr. be appointed Millington City Judge;

WHEREAS, Mark S. McDaniel, Sr., has been licensed to practice law for 39 years. He earned a B.S. Degree in Criminal Justice Administration from Middle Tennessee State University in 1980 and a J.D. (Juris Doctor) from Memphis State University in 1983. He has been married to his wife, Kim, for almost 35 years, and they have 4 adult children and 2 grandchildren.

He serves as the Chief City Court Prosecutor for the Town of Collierville, a position he has held for the past 30 years, prosecuting city traffic and ordinance violations. He currently serves as the Municipal Court Judge for the towns of Piperton, Rossville and Oakland, Tennessee, where he previously held the position of City Court prosecutor. From 2013 to 2019, he served as the Police Legal Advisor for the Germantown Police Department, as well as prosecuting their city traffic and ordinance violations.

He is a member of the Tennessee Municipal Judges Conference. He holds an AV Pre-eminent (5.0 out of 5) Peer Review Rating by Martindale-Hubbell and is listed in Mid-South Super Lawyers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, Mark S. McDaniel, Sr shall be appointed by and serve at the will and pleasure of the Board to the position of Millington City Judge in accordance with the power and authority of the Millington Municipal Charter and Code.

BE IT FURTHER RESOLVED that the Millington City Judge shall be paid an annual salary of \$25,000 per annum.

This Resolution is adopted as of the 8th day of August, 2022.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 36-2022

RESOLUTION AUTHORIZING MAYOR TERRY JONES TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MILLINGTON BY AND THROUGH THE MILLINGTON POLICE
DEPARTMENT WITH THE MILLINGTON MUNICIPAL SCHOOL DISTRICT
REGARDING THE PLACEMENT OF A SCHOOL RESOURCE OFFICER AT THE
MILLINGTON PRIMARY SCHOOL FOR THE SCHOOL YEAR 2022-2023

WHEREAS, The Millington Municipal School District ("MMSD") has requested the Millington Police Department ("MPD") to provide a School Resource Officer (SRO) for Millington Primary School for the 2022-2023 school year.

WHEREAS, The challenges facing schools are more complex than ever and require a huge commitment from the school system, the community and all law enforcement agencies. The Millington Police Department has had the pleasure of working with MMSD officials for many years. The Millington Police Department and MMSD share common goals in serving the school population, working toward safer and drug-free schools through enforcement and education can best be achieved through cooperation, consistency, and commitment.

WHEREAS, The Millington Police Department has agreed to provide one (1) SRO to MMSD at Millington Primary School during the term of this MOU. The SRO shall be the employee of the Millington Police Department and shall be subject to the administration, supervision and control of that law enforcement agency.

WHEREAS, beginning this school year, 2022-23, the City of Millington approves the placement of a City of Millington Police Officer as the SRO for Millington Primary School.

NOW THEREFORE be it resolved that Mayor Terry Jones has authority to enter into the attached Memorandum Of Understanding with the Millington Municipal School District, subject to the review and approval of the City Attorney.

Terry G. Jones, Mayor

Karen Findley, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF MILINGTON BY AND THROUGH THE MILLINGTON POLICE
DEPARTMENT AND THE MILLINGTON MUNICIPAL SCHOOL DISTRICT
REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM
FOR SCHOOL YEAR 2022-2023

The Millington Municipal School District ("MMSD") has requested the Millington Police Department ("MPD") to provide a School Resource Officer (SRO) for Millington Primary School for the 2022-2023 school year.

The challenges facing schools are more complex than ever and require a huge commitment from the school system, the community and all law enforcement agencies. The Millington Police Department has had the pleasure of working with MMSD officials for many years. The Millington Police Department and MMSD share common goals in serving the school population. Working toward safer and drug-free schools through enforcement and education can best be achieved through cooperation, consistency and commitment.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Employment and Assignment of School Resource Officers

The Millington Police Department has agreed to provide one (1) SRO to MMSD at Millington Primary School during the term of this MOU. The SRO shall be the employee of the Millington Police Department and shall be subject to the administration, supervision and control of that law enforcement agency.

All employees of the Millington Police Department assigned to work as SROs in an MMSD facility have fully complied with all State and Federal statutes governing its employees, including but not limited to Police Officer Standards and Training certification, annual background checks, and the provision of fingerprints to TBI and FBI. The MPD SROs shall remain in full compliance with all State statutes governing their initial and annual in-service training and qualifications to serve as SROs in MMSD facilities. MPD agrees to have any officer assigned as an SRO to an MMSD Facility specifically trained as a specialized SRO prior to or during the officers first 12 months of service as an SRO.

Any employee of the Millington Police Department assigned to work as an SRO in an MMSD facility shall supply a fingerprint sample and submit a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to the commencement of their work at any facility operated by the MMSD. If an employee of the Millington Police Department assigned to work as an SRO in an MMSD facility is or has been convicted of a sexual offense or a violent sexual offense as defined in T.C.A. §40-39-202, the employee shall not be permitted to perform work at any facility operated by the MMSD.

The MPD has estimated the salary for the assigned SRO to be Fifty-Five Thousand Dollars (\$55,000.00), exclusive of benefits, and that MPD is responsible for the provision of a vehicle for the SRO, and all other costs associated with the SROs assigned to the MMSD.

MMSD agrees to apply for grant(s) for SROs and, in the current school year, will provide the SROs' base salaries. That sum will be due in February 2023.

Notwithstanding any grant funding received and applied to the costs of the SRO officer by MMSD. The MMSD shall be responsible for 10/12th of the total costs incurred by the MPD for the SRO as well as all costs of training for said SRO. The MPD and City of Millington shall be responsible for the remainder of said costs.

Should the MMSD and the MPD agree that it would be in the best interest of the MMSD and the community for the MPD to provide more than one (1) SRO to MMSD, the parties will discuss a written amendment to this Memorandum of Understanding to provide for additional payments.

2.0 Duties of School Resource Officers

- 2.1 To prevent juvenile delinquency through close contact with students and school personnel.
- 2.2 To serve as a liaison between the MPD and the MMSD's school principals, faculty and students.
- 2.3 To provide information to school counselors in situations where special services are needed.
- 2.4 To serve as a resource to the school principal in investigating criminal law violations occurring in the school or on school property.
- 2.5 To assist school administration and faculty in formulating school emergency response plans.
- 2.6 To confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the school campus or involving students at school related activities.
- 2.7 To work with other areas of the MPD, including but not limited to the Community Support Services/Speakers Bureau, to formulate educational crime prevention programs to reduce the opportunity for crimes against

persons and property in the schools to answer questions that students may have about criminal or juvenile law.

- 2.8 Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education and shall provide these presentations at the request of the school personnel in accordance with the established curriculum.
- 2.9 To participate in the Parent-Teacher Association meetings as requested in order to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.
- 2.10 To coordinate with the Millington Primary School principal and assist with law enforcement activities at the Millington Primary School.
- 2.11 To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community and act in a professional manner.
- 2.12 To enforce federal, state and local criminal laws and ordinances.
- 2.13 To assist other law enforcement officers/agencies with outside investigations concerning students attending Millington Primary School and other MMSD schools within Millington Municipal limits.
- 2.14 To provide traffic control during the arrival and departure of students when a school crossing guard is absent and MPD has no personnel available.
- 2.15 The SRO is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.
- 2.16 To take law enforcement action as necessary and notify the school principal as soon as possible when action is taken; whenever practicable, advise the principal before requesting additional enforcement assistance on campus and undertake all additional law enforcement responsibilities at the principal's direction.
- 2.17 Reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of the officers and their ability to perform their duties.

3.0 Responsibilities of the Millington Municipal School District include:

- 3.1 Appointing a MMSD staff member who will coordinate Millington Primary School activities, including but not limited to training for SROs beyond that which the MPD provides in accordance with State law. The coordination includes but is not limited to ensuring that the MPD, the SRO, and MMSD personnel work together on all activities involving Millington Primary School such as reporting/investigation of actual/suspected criminal activity at/on Millington Primary School grounds and extra-curricular activities. This coordination will ensure better protection for all MMSD schools, students, personnel, and the surrounding communities.
- 3.2 Appointing a MMSD staff member who will be available to assist the SROs with any unresolved issues.
- 3.3 Providing training and materials to assist SROs in the improvement of safety and drug use prevention programs.
- 3.4 Working in conjunction with all participating agencies in the evaluation of the effectiveness of the SRO program and assist in implementation of new programs and initiatives.
- 3.5 During Millington Primary School's hours of operation, to immediately notify the MPD SRO if it is believed that a crime has been committed at the school so the SRO may take action as necessary.
- 3.6 After Millington Primary Schools hours of operation, the MMSD is to immediately notify the MPD if it is believed that a crime has been committed so that the appropriate reports and notifications as necessary may be made. The SRO Commander and assigned SRO will receive a written report of the incident/activity.
- 3.7 The MPD SRO Commander will provide reports to municipal law enforcement agencies regarding crimes/criminal activities at Millington Primary School that could impact other agencies and will coordinate responses with those agencies.
- 3.8. Weapons, contraband, and other evidence of crimes that are located on Millington Primary School property shall immediately be reported as set forth above and placed in the custody of a law enforcement officer as directed by the SRO Commander for use in a criminal investigation. Photographs of the items shall be made available to MMSD officials for use in any disciplinary actions.

3.9 The SRO shall be provided with sufficient office space at Millington Primary School for the SRO to conduct official business and maintain appropriate SRO files and paperwork.

GENERAL PROVISIONS

The terms of this Memorandum of Understanding shall commence on the first day of school in August 2022 and shall terminate on July 31, 2023 ("termination date").

- A. The parties agree that any of the parties hereto shall have the right to terminate this MOU prior to the "termination date," if and when it becomes necessary to do so, in the opinion of that party, but only after the requesting party has given the other parties sixty (60) days written notice of such intent to terminate.
- B. Although this MOU contains all of the agreements of the parties and no oral representations from any party are binding, each party agrees to operate in good faith to implement and maintain the duties of this MOU. When necessary, the parties may amend this MOU in writing if by all parties.
- c. This MOU is complete and contains the entire understanding between the parties relating to the subject matter contained herein. This MOU supersedes any and all prior understandings, representations, negotiations, and agreements relating hereto, whether written or oral.
- D. The parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint venture associates or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent entities and that nothing in this MOU shall be construed to create an employer/employee relationship or to allow any party to exercise control or direction over the manner or method by which the other parties transact their business affairs or provide their usual services.
- E. The parties to this MOU agree during all relevant times that each will observe and comply with any applicable state, federal and local law, ordinance and/or regulation that in any manner affect the performance of this Memorandum of Understanding. In the event of any ambiguity or conflict in any such guidelines, contract provisions or applicable laws or regulations, each party, in order to assure its compliance with the covenant set forth in this paragraph, shall be responsible for obtaining an accurate written interpretation of the same from the appropriate authority and copy the other party.
- F. This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.

- G. This MOU may be executed in any number of counterparts, of which each shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this MOU, the parties may execute and exchange by facsimile or scanned e-mail counterparts of the signature pages.

- H. If any portion of this MOU is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this MOU shall be deemed valid and operative, and to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any party to enforce, against another party, any term or provision of this MOU shall not be deemed to be a waiver of such party's right to enforce against another party the same or any other such term or provision in the future.

- 1. This MOU shall be effective upon execution of the final signatory below. No party may assign its obligations and rights under this agreement without the prior written consent of the other parties, and any such prohibited assignment shall be void.

MILLINGTON MUNICIPAL SCHOOL DISTRICT
SUPERINTENDENT, JAMES E. GRIFFIN, Ph.D

By: _____

Date:

CHIEF OF POLICE, CHRISTOPHER STOKES.

By: _____

Date:

CITY OF MILLINGTON MAYOR TERRY JONES

By: _____

Date: