

Monday, September 14, 2020

**Attorney-Client Meeting
(not open to public)
5:00 PM**

**BEER BOARD
6:00 PM**

**BOARD OF MAYOR AND ALDERMEN – REGULAR MEETING
Immediately after Beer Board**

1. Prayer
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approve Minutes Of August 10, 2020 And August 27, 2020

Documents:

[BMA MINUTES 8-10-20.PDF](#)
[BMA MINUTES 8-27-20.PDF](#)

6. Public Comments
7. Consideration Of Ordinance 2020-15 Amending Chapter 1 Of Title 20 Of The Millington Municipal Code To Adopt The Shelby County Air Code

Documents:

[ORDINANCE 2020-15 AMEND TITLE 20 OF CITY CODE TO ADOPT SHELBY COUNTY AIR CODE.PDF](#)

8. Consideration Of Ordinance 2020-16 Amending Chapter 5, Definitions, And Chart One, Permitted Uses, In Title 14, Zoning And Land Use Control, Of The Millington Municipal Code

Documents:

[ORDINANCE 2020-16 AMENDING TITLE 14.PDF](#)
[ORDINANCE 2020-16 CHART 1 8132020.PDF](#)

9. Consideration Of Ordinance 2020-17 Repealing And Replacing Chapter 20 Of Title 14 Of The City Code On Stormwater Management And Pollution Control

Documents:

[ORDINANCE 2020-17 STORMWATER.PDF](#)

10. Consideration Of Ordinance 2020-18 Amending The FY21 Budget For The Millington Municipal Schools

Documents:

[ORDINANCE 2020-18 AMENDING FY21 BUDGETS FOR SCHOOLS.PDF](#)
[EXHIBIT 1 TO SCHOOL BUDGET ORDINANCE.PDF](#)

11. Consideration Of Resolution 48-2020 Authorizing The Execution, Terms, Issuance, Sale, And Payment Of Not To Exceed 41,889,245 General Obligation Refunding Bonds, Series 2020, Of The City Of Millington, Tennessee, And Providing The Details Thereof

Documents:

[RESOLUTION 48-2020 MILLINGTON GO REFUNDING-BOND RESOLUTION.PDF](#)

12. Consideration Of Resolution 49-2020 Authorizing The City To Accept The Acquisitions Of Real Property And Easements In Accordance With The Big Creek Wetland And Recreation Area Project

Documents:

[RESOLUTION. 49-2020 ACCEPT.EASEMENT FOR RESILIENCE GRANT.PDF](#)

13. Consideration Of Resolution 50-2020 Appointing Members To The Millington Board Of Zoning Appeals

Documents:

[RESOLUTION 50-2020 BZA APPOINTMENT.PDF](#)

14. Consideration Of Resolution 51-2020 Approving Award Of Bid 2021-3 Influent Pump Station Improvements

Documents:

[RESOLUTION 51-2020 AWARD OF BID 2021-3 INFLUENT PUMP STATION IMPROVEMENTS.PDF](#)

15. Consideration Of Resolution 52-2020 Authorizing The City Of Millington To Participate In The "Driver Safety" Matching Grant Program Through Public Entity Partners

Documents:

[RESOLUTION 52-2020 DRIVER SAFETY MATCHING GRANT PROGRAM.PDF](#)

16. Board Reports

17. 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
August 10, 2020

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, August 10, 2020. The meeting was called to order at 6:00 pm, and Mr. 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
Jon Crisp
Larry Dagen
Thomas McGhee
Don Lowry
Mike Caruthers

A quorum being present, the following proceedings were held:

4. Approval of Agenda
Approve Agenda
Motion: Dagen
Second: Lowry
Vote: Unanimous consent to approve
5. Approve Minutes of July 13, 2020
Approve Minutes
Motion: Caruthers
Second: Bell
Vote: Unanimous consent to approve
6. Public Comments
Close Public Comments
Motion: McGhee
Second: Lowry
Vote: Unanimous consent to close
7. Public Hearing - Ordinance 2020-12 Amending the Official Zoning Map for the City of Millington, Tennessee, to Change the Zoning from A, Agricultural, to B-2, General Commercial
Close Public Hearing
Motion: Huffman
Second: Bell
Vote: Unanimous consent to close
8. Consideration of Ordinance 2020-12 Amending the Official Zoning Map for the City of Millington, Tennessee, to Change the Zoning from A, Agricultural, to B-2, General Commercial - Final Reading
Approve Ordinance 2020-12
Motion: Bell
Second: Caruthers
Vote: Unanimous vote to approve on final reading
9. Public Hearing - Ordinance 2020-13 Amending FY21 Budget for Two Funds of the Millington Municipal Schools
Close Public Hearing
Motion: Caruthers
Second: Lowry
Vote: Unanimous consent close
10. Consideration of Ordinance 2020-13 Amending FY21 Budget for Two Funds of the Millington Municipal Schools - Final Reading
Approve Ordinance 2020-13
Motion: Dagen
Second: McGhee
Vote: Unanimous vote to approve on final reading
11. Public Hearing - Ordinance 2020-14 Amending the Official Zoning Map for the City of Millington, Tennessee to Change the Zoning From R-2 Residential to B-2 General Commercial
Raechelle Turbycill, Cynthia Henson, and Larry Griffith, who all live in this neighborhood, spoke out against the change in zoning, citing concerns of more noise and traffic that would result from a fast-food

drive thru being placed on this lot. Keith Moore, who is the consultant for Wendy's said that Wendy's lease on Navy Road is expiring, and they want to find another location in Millington. This site checks all the boxes that they are looking for. The rezoning is just necessary to extend the drive so that it's more efficient for people to get out and back to Highway 51. It would be very well landscaped and look much better than it does now.

Close Public Hearing

Motion: Dagen

Second: Crisp

Vote: Unanimous consent to close

12. Consideration of Ordinance 2020-14 Amending the Official Zoning Map for the City of Millington, Tennessee to Change the Zoning From R-2 Residential to B-2 General Commercial - First Reading

Approve Ordinance 2020-14

Motion: Huffman

Second: Lowry

Vote: For: Ms. Huffman, Mr. Bell, Mr. Crisp, Mr. McGhee, Mr. Lowry
Against: Mr. Dagen, Mr. Caruthers

Staff was asked to look at safety measures and obtain a traffic study before second reading is brought back to the board.

13. Consideration of Resolution 40-2020 Dismissing Uncollectible Taxes and Authorizing Removal of Parcels from Tax Rolls

There as some concern that there is an open and ongoing business that is shown to have taxes dismissed. Motion was made to table this resolution until it could be investigated further.

Table Resolution 40-2020

Motion: Lowry

Second: Caruthers

Vote: Unanimous consent to table

14. Consideration of Resolution 41-2020 Approving Sale of Surplus Property at 7927 Church Street

Approve Resolution 41-2020

Motion: Caruthers

Second: Lowry

Vote: Unanimous consent to approve

15. Consideration of Resolution 42-2020 Authorizing All Agreements with University of Memphis for Participation in Planning Intern Program

Approve Resolution 42-2020

Motion: Lowry

Second: McGhee

Vote: Unanimous consent to approve

16. Consideration of Resolution 43-2020 Accepting a State Cares Grant for the Library

Approve Resolution 43-2020

Motion: McGhee

Second: Lowry

Vote: Unanimous consent to approve

17. Consideration of Resolution 44-2020 Approving Non-Residential Subdivision Agreement with Margaritas of Millington

Approve Resolution 44-2020

Motion: Lowry

Second: Caruthers

Vote: Unanimous consent to approve.

Board Reports

Mr. Caruthers gave an update from the July Planning Commission.

Adjourn

There being no further business, the meeting was adjourned at 6:37 pm.

These minutes are approved as of the 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

CITY OF MILLINGTON BOARD OF MAYOR AND ALDERMEN
MINUTES OF CALLED MEETING
August 27, 2020

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 Thursday, August 27, 2020. The meeting was called to order at 5:00 pm, and Mr. 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
Jon Crisp
Larry Dagen
Thomas McGhee
Don Lowry
Mike Caruthers

A quorum being present, the following proceedings were held:

Tim Verner from Fisher & Arnold gave the Board an update on the status of some water and sewer projects that are ongoing. He also explained the sewer failures and what was needed to be fixed in regards to Resolution 45-2020.

4. Consideration of Resolution 45-2020 Approving Emergency Sewer Repairs

Approve Resolution 45-2020

Motion: McGhee

Second: Lowry

Vote: Unanimous consent to approve.

5. Consideration of Resolution 46-2020 Approving Award of Bid 2021-1, Electronic Signs for Fire Stations

Approve Resolution 46-2020

Motion: McGhee

Second: Bell

Vote: Unanimous consent to approve.

6. Consideration of Resolution 47-2020 Amending Resolution 31-2020 to Approve Sale of Surplus Property at 7743 Church Street at Appraised Value

Approve Resolution 47-2020

Motion: Bell

Second: Dagen

Vote: Unanimous consent to approve.

Adjourn

There being no further business, the meeting was adjourned at 5:22 pm.

These minutes are approved as of the 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2020-15

ORDINANCE AMENDING CHAPTER 1 OF TITLE 20 OF THE MILLINGTON MUNICIPAL CODE TO ADOPT THE SHELBY COUNTY AIR CODE

WHEREAS, The Board of Mayor and Aldermen have previously adopted various air pollution control requirements, which are codified in Chapters 1 of Title 20 of the Millington Municipal Code; and

WHEREAS, The Pollution Control Section of the Shelby County Health Department is responsible for administration and enforcement of the Tennessee Air Quality Act, as contained in T.CA § 68-201-101 et seq.; and

WHEREAS, The Shelby County Board of Commissioners have adopted the Shelby County Air Code in order to maintain the Certificate of Exemption from the State of Tennessee that allows local enforcement of air pollution control laws; and

WHEREAS, In order to enforce the Shelby County Air Code in local municipalities, each local municipality must adopt the Code into its City Code; and

WHEREAS, It has been determined that this can best be accomplished by adopting whatever Code is effective for Shelby County is effective in Millington; and

WHEREAS, It is necessary to amend the Millington Municipal Code to accomplish this change.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that all sections of Chapter 1 of Title 20 of the Millington Municipal Code are repealed in their entirety.

BE IT FURTHER ORDAINED, that a new Section 20-101 is adopted to read:

20-101. Shelby County Air Code effective within City. The Shelby County Air Code in effect in Shelby County shall also be effective within the corporate limits and shall be enforced by the Shelby County Health Department.

BE IT FURTHER ORDAINED, that a new Section 20-102 is adopted to read:

20-102. Fees for Services. The fees established from time to time by the Shelby County Health Department in order to cover the costs incurred in administering the Shelby County Air Code shall also be effective within the corporate limits and shall be collected and retained by the Shelby County Health Department.

BE IT FURTHER ORDAINED, that all previous ordinances or portions thereof that are in conflict with this Ordinance are hereby repealed.

BE IF FURTHER ORDAINED, that this Ordinance shall take effect upon its adoption, the public welfare requiring it.

Public Hearing: October 12, 2020
First Reading: September 14, 2020
Second Reading: October 12, 2020

Terry Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2020-16

ORDINANCE AMENDING CHAPTER 5, DEFINITIONS, AND CHART ONE,
PERMITTED USES, IN TITLE 14, ZONING AND LAND USE CONTROL, OF THE
MILLINGTON MUNICIPAL CODE

WHEREAS, Title 13 of the Tennessee Code Annotated grants municipalities the authority to provide for the planning of land use; and

WHEREAS, A request has been made to allow the use of “concrete batching and asphalt processing and manufacture, batch plant,” in certain commercial and industrial zones, and the Planning Commission has reviewed this issue at their meeting on August 17, 2020 and has recommended this ordinance for adoption.

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

I. Add the following definition to Chapter 5 of the City of Millington Zoning Ordinance

“Concrete batching and asphalt processing and manufacture, batch plant.” A site where concrete or asphalt is manufactured on site for use and delivery elsewhere. This includes the ancillary storage of raw materials, maintenance of plant and equipment, and administrative facilities and staff amenities when conducted or located on the same premises.

When approved as a Special Exception by the Board of Zoning Appeals, the following conditions shall be met as a minimum.

- a. Located a minimum of 500’ from any residential uses.
- b. Located on a four-lane or wider roadway
- c. Production equipment and trucks screened from the street by buildings, landscaping, or fencing.
- d. Other conditions specific to the site or surrounding uses.

II. Chart One, Permitted Uses shall be amended as follows:

The use of concrete batching and asphalt processing and manufacture, batch plant may be permitted with Site Plan Approval in the M-3 Restricted Industrial District and as a use permitted on appeal by the Board of Zoning Appeals as a Special Exception and requiring site plan approval in the B-2 General Commercial, P-C Planned Commercial, M-2 General Industrial and M-P Planned Industrial Districts.

Revised Chart One dated 8/13/2020 is attached to this Ordinance.

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

Public Hearing:

First Reading: September 14, 2020

Final Reading:

Terry Jones, Mayor

Karen Findley, City Clerk

CHART ONE, PERMITTED USES

Permitted Uses	A	R-O	R-1	R-2	R-3	R-4	R-5	R-LL	PRD	MUPD	B-1	B-2	P-C	O	M-1	M-2	M-P	M-3	MT	OT	ER	
RESIDENTIAL AND AGRICULTURAL																						
Forestry and Agricultural	P																					
Agricultural and agricultural related activities, excluding stockyards and live animals																P	P					
Single family dwellings	P	P	P	P	P	P		P														
Two-family dwellings					S	S																
Townhouse dwellings						S																
Multi-family Dwellings						S																
Single family mobile homes and mobile home park offices							S															
Recreational vehicles in mobile home parks not to exceed 30 days							S															
Public Uses, Parks and Public Buildings and services	P	P	P	P	P	P		P				P	P			P	P	P		P	P	
Roadside stands, offering for sale products produced on the premises	P																					
Public Bulletin board or Temporary Signs	P																					
Public Utilities	P																					
Customary home occupations	P	P	P	P	P	P		P														
Accessory Buildings	P	P	P	P	P	P		P			P	P			P	S	S				p	
Public and Private Schools	A	A	A	A	A	A		A			A	A									A	
Business and Professional Schools												S			S	S	S				S	
Dormitories and other lodging related to a Business or Professional School																	S					
Cemeteries	A																					
Private Clubs excluding firearms	A																					
Riding stables, veterinarian hospitals or clinics, large animals, or the keeping of small animals	A																					
Grain elevators or similar storage facilities	A																					
Hospitals and institutions of an educational, religious, charitable or philanthropic nature	A											S	S								S	
Churches and other places of worship	A	A	A	A	A	A		A			A	A	A								A	
Church with a Day Care Center	A	A	A	A	A	A		A			A	A	A								A	
Golf Courses or Country Clubs		A	A	A	A	A		A														
Day care centers					A	A					S	S	S								S	
Assisted living facilities					A	A						S									S	
Nursing Homes					A	A						S									S	
NON RESIDENTIAL USES																						
Personal Services including:																						
Self-service laundry											S	S	S								S	

P Permitted Use
 S Permitted Use, requires site plan approval
 A Use permitted on appeal by BZA as a Special Exception and requires a Site Plan approval

CHART ONE, PERMITTED USES

Permitted Uses	A	R-O	R-1	R-2	R-3	R-4	R-5	R-LL	PRD	MUPD	B-1	B-2	P-C	O	M-1	M-2	M-P	M-3	MT	OT	ER	
Dry cleaning pickup and delivery services											S	S	S								S	
Beauty and Barber services											S	S	S								S	
Shoe repair											S	S	S								S	
Apparel repair and alterations											S	S	S								S	
Bank											S	S	S	S							S	
Kindergartens and child care homes											S	S	S								S	
Retail trade, including:																						
Building materials, hardware and farm equipment												S			S						S	
General merchandise												S	S								S	
Food and groceries												S	S								S	
Automotive, marine craft, aircraft and accessories, excluding auto junk yards												S	S		S						S	
Automotive, marine craft, aircraft and accessories, limited to tires, batteries and accessories, and Gasoline service stations												S	S		S	S	S				S	
Apparel and accessories												S	S								S	
Furniture, home furnishings and equipment												S	S								S	
Eating and drinking											S	S	S	S	S	S	S				S	
Storefront Church											S	S	S								S	
Other retail trade												S	S								S	
Other retail trade limited to Drug and proprietary, book and stationary											S			S								
Services, including:																						
Offices											S	S	S	S	S	S	S				S	
Finance, insurance and real estate											S	S	S	S							S	
Personal services											S	S	S	S							S	
Business services											S	S	S	S	S						S	
Businesses services limited to: Dwelling and other building services; Research development and testing; Equipment renting and leasing; Automotive and truck renting; and Electronic configuration and/or services																S	S				S	
Funeral Home												S									S	
Personal storage, limited												S									S	
Repair services excluding tire recapping services												S									S	
Automobile repair and wash services												S	S								S	
Electrical and electronic devices																S	S				S	
Professional services											S	S	S	S							S	

P Permitted Use

S Permitted Use, requires site plan approval

A Use permitted on appeal by BZA as a Special Exception and requires a Site Plan approval

CHART ONE, PERMITTED USES

Permitted Uses	A	R-O	R-1	R-2	R-3	R-4	R-5	R-LL	PRD	MUPD	B-1	B-2	P-C	O	M-1	M-2	M-P	M-3	MT	OT	ER
Professional services limited to: medical laboratories; dental laboratory and other medical and health services															S	S	S				
Contract construction services											S	S		S	S	S				S	
Contract construction services office											S			S							
Educational services											S	S		S							S
Veterinary Hospital or Clinic, Small Animal											S	S	S	S							S
Miscellaneous services												S									S
Mini Storage												A	A			P		S		A	
Amusements												S									S
Recreational activities												S	S								S
Transient Lodging: Motels, Hotels and Tourist Courts												S			S	S	S				S
Public Assembly												S									S
Taxicab business, storage and garage												S	S		S	S					S
Sexually oriented businesses																S					
Cultural Entertainments and Recreation																					
Motion picture theatres												S	S								S
Recreational activities limited to sports, recreational centers, gymnasiums and athletic clubs													S								
Manufacturing, including																					
Apparel and other products made from fabrics, leather and similar products, excludes leather tanning and finishing															S	S	S	S			
Food, beverage and kindred products																S	S	S			
Furniture and fixtures															S	S	S	S			
Printing, publishing and allied industries															S	S	S	S			
Paper and allied products, limited to paperboard containers and boxes																S	S	S			
Drug manufacturing															S	S	S	S			
Fabricated metal products, excluding stamping																S	S	S			
Fabricated metal products																S	S	S			
Textile mill products																S	S	S			
Rubber and miscellaneous plastic products																S	S	S			
Professional, scientific and controlling instruments; electronic configuration and repair; Photographic and optical goods; and watches and clocks manufacturing															S	S	S	S			
Lumber and wood products																S	S	S			

P Permitted Use

S Permitted Use, requires site plan approval

A Use permitted on appeal by BZA as a Special Exception and requires a Site Plan approval

CHART ONE, PERMITTED USES

Permitted Uses	A	R-O	R-1	R-2	R-3	R-4	R-5	R-LL	PRD	MUPD	B-1	B-2	P-C	O	M-1	M-2	M-P	M-3	MT	OT	ER
Chemical and allied products limited to Drugs, soap, detergents and cleaning preparations																S	S	S			
Chemical and allied products																		S			
Stone, Clay and glass products																		S			
Petroleum refining and related industries																		S			
Primary metal limited to rolling, drawing and extruding of ferrous and non-ferrous metals																		S			
Transportation Communication and Utilities																					
Airport and Aviation Related Uses																					
Communication															S	S	S				
Communication towers	A											A			A	A	A	A		A	
Utilities																S	S				P
Motor vehicle transportation													A			S	S				
Other communication															S		S				
Wholesale trade limited to:																					
Motor vehicles and automotive equipment, excluding auto salvage and junkyards															S	S	S	S			
Drugs, drug proprietaries and druggists supplies															S	S	S	S			
Drugs, chemicals and allied products																S	S	S			
Dry goods and apparel															S	S	S	S			
Farm products excluding live animals																S	S	S			
Groceries, beverages and related products															S	S	S	S			
Electrical and electronic goods															S	S	S	S			
Hardware, plumbing, heating equipment and supplies															S	S	S	S			
Machinery, equipment and supplies																S	S	S			
Metals and minerals, excluding petroleum products																S	S	S			
Office, paper and paper products																S	S	S			
Lumber and construction materials																S	S	S			
Other Wholesale not listed, excluding: Metals, plastic and minerals; Petroleum bulk stations and terminals; Scrap and waste metals; and Livestock or live animals															S	S	S	S			
Other Wholesale trade limited to petroleum bulk stations and terminals and wholesale scrap and waste materials																		S			

P Permitted Use

S Permitted Use, requires site plan approval

A Use permitted on appeal by BZA as a Special Exception and requires a Site Plan approval

CHART ONE, PERMITTED USES

Permitted Uses	A	R-O	R-1	R-2	R-3	R-4	R-5	R-LL	PRD	MUPD	B-1	B-2	P-C	O	M-1	M-2	M-P	M-3	MT	OT	ER
Warehousing and Storage services excluding stockyards																S	S	S			
OTHER																					
Signs as permitted in Section 14-202	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P
United States Government uses at the sole discretion and pleasure of the military authority in charge																			P		
Planned Residential District			S	S	S	S															
Mixed Use Planned Developments			S	S	S	S	S					S	S							S	
Fireworks Sales Overlay District												S	S								
Water Park, See Chapter 26																					S
Concrete batching and asphalt processing and manufacture, batch plant												A	A			A	A	S			

P Permitted Use

S Permitted Use, requires site plan approval

A Use permitted on appeal by BZA as a Special Exception and requires a Site Plan approval

ORDINANCE 2020-17

**AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 20 OF TITLE 14
OF CITY CODE ON STORMWATER MANAGEMENT AND POLLUTION
CONTROL**

WHEREAS, Title 14 of the City Code includes Chapter 20, Stormwater Management and Pollution Control; and

WHEREAS, The City had our engineering consultants, Kimley Horn, review and recommend changes to this Chapter in order to better meet the requirements of federal and state laws and regulations; and

WHEREAS, Ordinance 2020-11 was adopted on June 29, 2020 repealing all the existing content and adopting new content for Chapter 20 of Title 14 of the City Code; and

WHEREAS, It was subsequently determined that state law requires approval of the municipal planning commission prior to adoption of these changes; and

WHEREAS, The Millington Planning Commission reviewed and approved these changes at its meeting on August 17, 2020; and

WHEREAS, It is necessary to repeal Ordinance 2020-11 and readopt its contents now that the Planning Commission has approved the changes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MILLINGTON, TENNESSEE that Ordinance 2020-11 is hereby repealed.

BE IT FURTHER ORDAINED, That Chapter 20 of Title 14 of the Millington Municipal Code is deleted in its entirety and replaced as follows:

CHAPTER 20

STORMWATER MANAGEMENT AND POLLUTION CONTROL

SECTION

- 14-2001. Objectives.
- 14-2002. Conflict.
- 14-2003. Severability.
- 14-2004. Jurisdiction.
- 14-2005. Enactment.
- 14-2006. Definitions.
- 14-2007. Abbreviations.
- 14-2008. Illicit discharges; unauthorized discharge a public nuisance.
- 14-2009. Improper disposal and illicit discharges.
- 14-2010. Exceptions, allowable discharges.
- 14-2011. Illicit connection.
- 14-2012. Monitoring and inspection.
- 14-2013 – 14-2021. Reserved.
- 14-2022. Construction activity and erosion and sediment control; construction activity.
- 14-2023. Construction activity, regulated.
- 14-2024. Compliance with permits.

14-2025. Reserved.
14-2026. Stormwater management infrastructure; infrastructure, defined.
14-2027. Policy statements for development.
14-2028. Infrastructure maintenance.
14-2029. Maintenance responsibility– privately owned infrastructure.
14-2030. Maintenance responsibility– publicly owned infrastructure.
14-2031 – 14-2035. Reserved.
14-2036. Stormwater discharges from regulated industrial sources; purpose.
14-2037. Industry, defined.
14-2038. Right of inspection, defined.
14-2039. Availability of information on discharges to public; use of information accepted as confidential.
14-2040. Information required.
14-2041. Stormwater Pollution Prevention Plan (SWPPP) requirements.
14-2042. Sampling at industrial facilities.
14-2043. Reporting.
14-2044. Accidental discharges.
14-2045. Fraud and false statements.
14-2046. Reserved.
14-2047. Enforcement and abatement; administrative remedies.
14-2048. Civil penalty.
14-2049. Unlawful acts, misdemeanor.
14-2050. Processing a violation.
14-2051. Appeal judicial proceedings and relief.
14-2052. Damages, disposition of funds.
14-2053. Records retention.
14-2054. Facilities maintenance agreement.
14-2055. Standard Operating Procedures for City Forces.

14-2001. Objectives. The objectives of "the ordinance adopting new title 14, chapter 20 of the Millington Municipal Code Stormwater Management and Pollution Control" are:

- (1) To protect public health, safety and general welfare.
- (2) To eliminate any non-allowable discharges to the city's MS4 that adversely impact water quality.
- (3) To provide for the sound use and development of all flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.
- (4) To provide for sound fiscal management of the community and maintain a stable tax base by providing appropriate fees and other dedicated funding sources for the administration of the watershed management program.
- (5) To increase the awareness of the public, property owners and potential homebuyers regarding Stormwater impacts (i.e. flooding, erosion).
- (6) To minimize prolonged business interruptions.
- (7) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, storm and sanitary sewer lines; and streets and bridges.
- (8) To promote a functional public and private stormwater management system that will not result in excessive maintenance costs.
- (9) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.
- (10) To promote the use of comprehensive watershed management plans.
- (11) To encourage preservation of floodplains, floodways and open spaces.
- (12) To encourage community stewardship of the City of Millington's water resources.

(13) It is further the purpose of this chapter to enable the City of Millington to comply with the NPDES permit and applicable regulations (at 40 CFR 122.32-35) for stormwater discharges.

14-2002. Conflict. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this chapter are hereby repealed to the extent of such inconsistency or conflict. If any provisions of this chapter and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

14-2003. Severability. If any provision of this chapter or its application to any person, entity, or property is held invalid, the remainder of the chapter or the application of the provision to other persons or property shall not be affected. Should any article, section, subsection, clause or provision of chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section clause and provision being declared severable.

14-2004. Jurisdiction. The provisions of this chapter apply to the incorporated areas of the City of Millington.

14-2005. Enactment. This chapter shall take effect upon adoption, the public welfare requiring the it.

14-2006. Definitions. For the purpose of this chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article it's most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" is permissive.

(1) "Accidental discharges" - means a discharge prohibited by this chapter into the City of Millington's MS4 that occurs by chance and without planning or consideration prior to occurrence.

(2) "Best management practices" or "BMPs" - means schedules of activities, prohibitions of practices, maintenance procedures, structural and non-structural practices, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control runoff pollutants, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

(3) "Clean Water Act" or "the Act" - means the Federal Water Pollution Control Act, as amended, codified at 33 U.S.C. 1251 *et. seq.*

(4) "Commercial" - means property devoted in whole or part to commerce, that is, the exchange and buying and selling of commodities or services. The term shall include, by way of example, but not be limited to the following businesses: amusement establishments, animal clinics or hospitals, automobile service stations, automobile dealerships for new or used vehicles, automobile car washes, automobile and vehicular repair shops, banking establishments, beauty and barber shops, bowling alleys, bus terminals, and repair shops, camera shops, dental offices or clinics, day care centers, department stores, drug stores, funeral homes, furniture stores, gift shops, grocery stores, hardware stores, hotels, jewelry stores, laboratories, laundries, and dry cleaning establishments, liquor stores, medical offices and clinics, motels, movie theaters, office buildings, paint stores or shops, parking lots, produce markets, professional offices, radio stations, repair establishments, retail stores, television stations and production facilities, theaters, truck or construction equipment service stations, truck or construction equipment dealerships for new or

used vehicles, truck or construction equipment washing facilities and truck or construction equipment repair shops.

(5) "Construction activity" shall mean any clearing, grading, excavating, or equipment usage that will result in the disturbance of the land surface and is subject to stormwater permit requirements under the State of Tennessee General Permit for Stormwater Discharges Associated with Construction Activity. The term shall not include:

(a) Such minor construction activities as home gardens and individual home landscaping, home repair, home maintenance work and other related activities that result in minor soil erosion;

(b) Individual service and sewer connections for single- or two-family residences;

(c) Agricultural practices involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pasture land, forestry land management practices including harvesting, farm ponds, dairy operations, and livestock and poultry management practices and the construction of farm buildings;

(d) Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;

(e) Installation, maintenance, and repair of any underground public utility lines when such activity occurs in an existing hard surface road, street or sidewalk, provided the activity is confined to the area of the road, street or sidewalk which is hard surfaced and a street, curb, gutter or sidewalk permit has been obtained, and if such area is less than one acre of disturbance

(6) "Critical design storm" - means the design storm specified in the City of Millington's Drainage Design Manual.

(7) "Development" – means any activity subject to the Tennessee General Permit for Construction Activities.

(8) "Director" – means the City of Millington Director of Public Works

(9) "Erosion prevention and sediment control (EPSC) plan" - means a written plan, including drawings or other graphic representations, that is designed to minimize the erosion and sediment runoff at a site during construction activities.

(10) "Hot Spot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples might include operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.

(11) "Illicit Discharge" is defined at 40 CFR § 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

(12) "Impervious" - means not allowing the passage of water through the surface of the ground or ground covering or a substantial reduction in the capacity for water to pass through the surface of the ground or ground covering.

(13) "Industrial facility" - is a business engaged in industrial production or service, that is, a business characterized by manufacturing or productive enterprise or a related service business. This term shall include but not be limited to the following: apparel and fabric finishers, automobile salvage and junk yards, blast furnace, blueprint and related shops, boiler works, cold storage plants, contractor's plants and storage facilities, foundries, furniture and household goods manufacturing, forge plants, greenhouses, manufacturing plants, metal fabrication shops, ore reduction facilities, planing mills, rock crushers, rolling mills, saw mills, smelting operations, stockyards, stone mills or quarries, textile production, utility transmission or storage facilities, truck or construction equipment salvage or junkyards, warehousing, and wholesaling facilities.

(14) "Institutional" - means an established organization, especially of a public or charitable nature. This term shall include, by way of example, but not be limited to, the following: churches, community buildings, colleges, day care facilities, dormitories, drug or alcohol rehabilitation facilities, fire halls, fraternal organizations, golf courses and driving ranges, government buildings, hospitals, libraries, kindergartens, or preschools, nursing homes, mortuaries, schools, social agencies, synagogues, parks and playgrounds.

(15) "Land Disturbing Activity" - means any activity that results in a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

(16) "Manager" - means the stormwater management administrator who is designated to supervise the operation of the stormwater management program and who is charged with certain duties and responsibilities by this chapter, or his/her duly authorized representative.

(17) "Multi-family residential" - means an apartment building or other residential structure built for three or more units or lots under common ownership, and condominiums of three or more units.

(18) "National Pollutant Discharge Elimination System" or "NPDES permit" - means a permit issued pursuant to 33 U.S.C. Chapter 26 Water Pollution Prevention and Control, Subchapter IV Permits and Licenses, Section 1342.

(19) "Notice of intent" or "N.O.I." - means a written notice by the discharger to the Commissioner of the Tennessee Department of Environment and Conservation, or his designee, that a person wishes his discharge to be authorized under a general permit authorized by state law or regulation.

(20) "Person" - means any individual, partnership, corporation, limited liability company, firm, company, trust estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.

(21) "Regional facility" – means a stormwater management facility designed to serve more than two properties and 100 or more acres of drainage area. A regional facility typically includes a stormwater pond.

(22) "Redevelopment" – means the alteration of developed land that disturbs one acre or more, or less than an acre if part of a larger common plan of development, and increases the site or building impervious footprint, or offers a new opportunity for stormwater controls that the permittee would like to identify. The term is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.

(23) "Significant spills" - Releases of oil or hazardous substances in excess of reportable quantities under section 311 of the Clean Water Act (at 40 CFR 110.10 and CFR 117.21) or section 102 of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), (at CFR 302.4).

(24) "Stormwater" – is defined at 40 CFR § 122.26(b)(13) and means stormwater runoff, snowmelt runoff, and surface runoff and drainage.

(25) "Stormwater management facility" – means a stormwater management control device, structure, or system of such physical components designed to treat, detain, store, convey, absorb, conserve, protect, or otherwise control stormwater.

(26) "Stormwater management" - means the collection, conveyance, storage, treatment and disposal of stormwater in a manner to meet the objectives of this chapter and its terms, including, but not be limited to measures that control the increase volume and rate of stormwater runoff and water quality impacts caused or induced by man made changes to the land.

(27) "Stormwater Management Manual (SWMM)" – means the guidance document adopted for use by the City of Millington to supplement the current "City of Millington Drainage Design Manual". The SWMM provides the technical standards and information necessary for proper design and construction of

stormwater management facilities and the management of stormwater management infrastructure as defined in Code § 14-2025.

(28) "Stormwater Management Plan" or "SWMP" - is a written compilation of the elements of the Stormwater Management Program. It is considered a single document, even though it actually consists of separate stand-alone components. It includes the set of drawings and other documents that comprise all of the information and specifications for the programs, drainage systems, structures, BMPs, concepts, and techniques for the City of Millington and as part of this chapter.

(29) "Stormwater Pollution Prevention Plan" - is a written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants. It must be prepared and approved before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land disturbing activities. The SWPPP shall be prepared in accordance with the TDEC EPSC Handbook or local BMP Manual, whichever is more stringent and protective of waters of the state. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. The handbook is intended for use during the design and construction of projects that require erosion and sediment controls to protect waters of the state. It also aids in the development of SWPPPs and other reports, plans, or specifications required when participating in Tennessee's water quality regulations.

(30) "Stormwater sewer system" –means the network of conveyances and storage facilities that collect, detain, absorb, treat, channel, discharge, or otherwise control the quantity and quality of stormwater.

(31) "Stream" – means a surface water that is not a wet weather conveyance (TCA 69-3-10. (40)) Streams include linear watercourses, lakes, ponds, and wetlands.

(32) "Toxic pollutant" - means any pollutant or combination of pollutants listed as toxic in 40 CFR Part 401 promulgated by the Administrator of the Environmental Protection Agency under the provisions of 33 U.S.C. 1317.

(33) "Variance" - means the modification of the minimum stormwater management requirements contained in this Chapter and the Stormwater Management Plan for Specific circumstances where strict adherence of the requirement would result in unnecessary hardship and not fulfill the intent of this Chapter.

(34) "Waters of the State" or "Waters" - is defined in the Tennessee Water Quality Control Act and means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine to effect a junction with natural surface or underground waters.

(35) "Water quality" - means characteristics that are related to the physical, chemical, biological, and/or radiological integrity of stormwater.

(36) "Watershed management program" – means a balanced program and plan of controlling the quantity and quality of water resources through comprehensive land and water resource management. Such management includes but is not limited to pollution control, land development controls, best management practices both structural and non-structural, preservation, habitat protection, and well head protection. This program incorporates the State's NPDES stormwater quality permit program

(37) "Watershed master plan" – means the guidance vehicle for implementing the watershed management program.

(38) "Waterway buffer" or "Buffer Zone" or "Water Quality Riparian Buffer" is a strip of dense undisturbed perennial native vegetation, either original or re-established, that borders streams and rivers, ponds and lakes, wetlands and seeps. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration and minimizing the risk of any potential sediments, nutrients or

other pollutants from leaving the upland area and reaching surface waters. Buffer zones are established for the primary purpose of protecting water quality and maintaining a healthy aquatic ecosystem in receiving waters.

(39) "Wet weather conveyance" – means, notwithstanding any other law or rule to the contrary, man-made or natural watercourses, including natural watercourses that have been modified by channelization:

- a) That flow only in direct response to precipitation runoff in their immediate locality;
- b) Whose channels are at all times above the groundwater table;
- c) That are not suitable for drinking water supplies; and
- d) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two (2) months.

14-2007. Abbreviations. (1) "CERCLA" – means the Comprehensive Environmental Response, Compensation and Liability Act in its original form or as amended.

- (2) "CFR" - Code of Federal Regulations.
- (3) "FEMA" - Federal Emergency Management Agency.
- (4) "MS4" – Municipal Separate Storm Sewer System means the City of Millington separate stormwater system both natural and manmade as may be subject to the NPDES Stormwater Permit for The City of Millington.
- (5) "SWPPP" - Stormwater Pollution Prevention Plan.
- (6) "TCA" - Tennessee Code Annotated (latest version).
- (7) "TNCGP" – Tennessee Construction General Permit.
- (8) "TMSP" – Tennessee Multi-Sector Permit (TMSP) for Stormwater Discharges Associated with Industrial Activity (See Section 135).
- (9) "USACOE" – means United States Army Corps of Engineers.
- (10) "U.S.C." - means United States Code.

14-2008. Illicit discharges; unauthorized discharge a public nuisance. Discharge of stormwater in any manner in violation of this chapter; or any violation of any condition of a permit issued pursuant to this chapter; or any violation of any condition of a stormwater discharge permit issued by the State of Tennessee Department of Environment and Conservation is hereby declared a public nuisance and shall be corrected or abated.

14-2009. Improper disposal and illicit discharges. (1) It shall be unlawful for any person to improperly dispose or discharge any contaminant into the City of Millington MS4. Contaminants include, but are not limited to the following:

- a) Trash or debris;
- b) Construction materials;
- c) Petroleum products including but not limited to oil, gasoline, grease, fuel oil, or hydraulic fluids;
- d) Antifreeze and other automotive products;
- e) Metals in either particulate or dissolved form;
- f) Flammable or explosive materials;
- g) Radioactive material;
- h) Batteries, including but not limited to, lead acid automobile batteries, alkaline batteries, lithium batteries, or mercury batteries;
- i) Acids, alkalis, or bases;
- j) Paints, stains, resins, lacquers, or varnishes;
- k) Degreasers and/or solvents;
- l) Drain cleaners;
- m) Pesticides, herbicides, or fertilizers;

- n) Steam cleaning wastes;
- o) Soaps, detergents, or ammonia;
- p) Swimming pool backwash including chlorinated swimming pool discharge;
- q) Chlorine, bromine, and other disinfectants;
- r) Heated water;
- s) Animal waste from commercial animal or feeder lot operations;
- t) Any industrial and sanitary wastewater, including leaking sewers or connections;
- u) Recreational vehicle waste;
- v) Animal carcasses;
- w) Food wastes;
- x) Medical wastes;
- y) Collected lawn clippings, leaves, branches, bark, and other fibrous materials;
- (aa) Collected silt, sediment, or gravel;
- (ab) Dyes, except as stated in subsection (2)
- (ac) Chemicals, not normally found in uncontaminated water;
- (ad) Any hazardous material or waste, not listed above;
- (ae) Washing of fresh concrete for cleaning and/or finishing purposes or to expose aggregates.
- (af) Junk motor vehicles, as defined in subsection (3)
- (ag) Liquid from solid waste disposal containers.

Penalties for minor discharges that have no significant adverse impact on safety, health, the welfare of the environment, or the functionality of the city's stormwater collection system may be waived at the discretion of the manager.

(2) Dye testing. Dye testing is allowed but requires verbal notification to the manager a minimum of twenty-four (24) hours prior to the date of the test. The City of Millington and Shelby County governmental agencies are exempt from this requirement.

(3) Junk motor vehicles, definition thereof. "Junk motor vehicle" means any vehicle which shall include by way of example but not be limited to the following vehicle types:

Automobiles, construction equipment, motorcycles, and trucks, which meets all of the following requirements:

- a) Is three or more years old;
- b) Is extensively damaged, such damage including, but not limited to any of the following: broken window or windshield or missing wheels, engine or transmission;
- c) Is apparently inoperable;
- d) Is without a valid current registration;
- e) Has a fair market value equivalent only to the value of the scrap in it.

14-2010. Exceptions, allowable discharges. The following types of discharges shall not be considered prohibited discharges for the purpose of this chapter unless the Stormwater Manager determined that the type or quantity of discharge, whether singly or in combination with others, is causing significant contamination of the City of Millington's MS4.

- (1) Water line flushing;
- (2) Landscape irrigation;
- (3) Diverted stream flows ("Stream" as defined by TCA 69-3-103(40), a surface water that is not a wet weather conveyance);
- (4) Rising ground water;

- (5) Uncontaminated ground water infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.);
- (6) Uncontaminated pumped ground water;
- (7) Discharges from potable water sources;
- (8) Air conditioning condensate;
- (9) Irrigation water;
- (10) Springs;
- (11) Water from crawl space pumps;
- (12) Footing drains;
- (13) Lawn watering;
- (14) Individual residential car washing;
- (15) Flows from riparian habitats and wetlands;
- (16) Dechlorinated swimming pool discharges;
- (17) Street wash water;
- (18) Discharges or flows from firefighting activities;
- (19) Dye testing permitted by the State of Tennessee or the City of Millington;
- (20) Other types of discharges as determined by the Stormwater Manager.

14-2011. Illicit connection. Any connection, existing or future, identified by the manager, as that which could convey anything not composed entirely of stormwater directly to the City of Millington MS4 is considered an illicit connection and is prohibited with the following exceptions:

- (1) Connections conveying allowable discharges as defined in Code § 14-2009.
- (2) Connections conveying discharges pursuant to an NPDES permit (other than an NPDES stormwater permit).

Existing illicit connections must be stopped, at owner's expense.

14-2012. Monitoring and inspection. (1) Monitoring. The manager shall periodically monitor compliance of the stormwater NPDES permit holder.

(2) Detection of illicit connections and improper disposal. The manager shall take appropriate steps to detect and eliminate illicit connections to the City of Millington's MS4, including the adoption of programs to identify illicit discharges and their source or sources and provide for public education, public information and other appropriate activities to facilitate the proper management and disposal of used oil, toxic materials and household hazardous waste.

(3) Inspections.

- a) The manager or his designee, bearing proper credentials and identification, may enter and inspect properties for inspections, investigations, monitoring, observation, measurement, enforcement, sampling and testing, to effectuate the provisions of this chapter, the stormwater management plan, and/or the NPDES stormwater permit. The manager or his designee shall duly notify the owner of said property or the representative on site and the inspection shall be conducted at reasonable times.
- b) Upon refusal by any property owner to permit an inspector to enter or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas wherein no objection is raised. The inspector shall immediately report the refusal and the circumstances to the manager. The manager may seek appropriate action.
- c) In the event the manager or his designee reasonably believes that discharges into the City of Millington's MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place at any time and without notice to the

owner of the property or a representative on site. The inspector shall present proper credentials upon request by the owner or representative.

At any time during the conduct of an inspection or at such other times as the manager or his designee may request information from an owner or representative, the owner or representative may identify areas of the facility or establishment, material or processes which contains or may contain a trade secret. If the manager or his designee has no clear and convincing reason to question such identification, the inspection report shall note that trade secret information has been omitted. To the extent practicable, the manager shall protect all information that is designated as a trade secret by the owner or their representative.

14-2013 – 14-2021. Reserved.

14-2022. Construction activity and Erosion Prevention and Sediment Control; construction activity. All construction activity, defined below, shall be in compliance with all applicable requirements under this article.

If one (1) or more acres of land are disturbed or planned to be disturbed as part of a larger plan by construction activity, an application shall be applied for under the "State of Tennessee's General Permit for Stormwater Discharges Associated with Construction Activity". The State of Tennessee utilizes a "notice of intent" for dischargers to obtain coverage under the general permit program for discharges associated with construction activities. These documents are subject to change and amendment and therefore the user should obtain the latest versions directly from the State of Tennessee Department of Environment and Conservation, Division of Water Pollution Control. These may be obtained at the state's web page: www.tn.gov/environment.

If a Tennessee General NPDES permit is applied for, a copy of the notice of intent (N.O.I.) shall be sent by certified mail, hand delivered or as directed by the manager to the manager of the stormwater management section at least 30 days prior to the commencement of construction activities (i.e. the initial disturbance of soils associated with clearing, grading, excavating, or other construction activities). A copy of the NO shall also be available for inspection by the manager or manager's representative on the construction site at all times during which construction activities are in progress. To seek coverage under the Tennessee Department of Environment and Conservation General Permit, the N.O.I. shall be submitted to the following address:

Tennessee Department of Environment and Conservation
Division of Water Pollution Control
Memphis Environmental Field Office
ATTN: Stormwater NOI Processing
8383 Wolf Lake Drive,
Bartlett, TN 38133-4119

The copy of the N.O.I. should be sent to the following address:

Stormwater Manager
7930 Nelson Road
Millington, TN 38053

14-2023. Construction activity, regulated.

(1) An Erosion Prevention and Sediment Control Plan shall be developed for all land disturbance activities, regardless of size.

(2) It shall be unlawful for any person to permit any discharge of (1) It shall be unlawful for any person to permit any discharge of stormwater from a construction activity or land disturbance activity from land owned or controlled by them on a total land area of one (1) or more acres disturbed by construction activity or less than one (1) acre if part of a larger common plan of development of at least one acre, without a

General Permit for Stormwater Discharges Associated with Construction Activity from the Tennessee Department of Environment and Conservation, with a copy of the notice of intent (N.O.I.) provided to the stormwater management section at the same address listed in Code § 14-2022.

(3) Exempted construction activity: The following activities may be undertaken without formal notice; however, the persons conducting these excluded activities shall remain responsible for otherwise conducting those activities in accordance with the provisions of this chapter and other applicable law including responsibility for controlling sedimentation and runoff.

a) Such minor construction activities as home gardens and individual home landscaping, home repairs, home maintenance work and other related activities that result in minor soil erosion;

b) Individual service and sewer connections for single- or two-family residences;

c) Agricultural practices involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pastureland, forestry land management practices including harvesting, farm ponds, dairy operations, and livestock and poultry management practices;

d) Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;

e) Installation, maintenance, and repair of any underground public utility lines when such activity occurs in an existing hard surface road, street or sidewalk, provided the activity is confined to the area of the road, street or sidewalk which is hard surfaced and a street, curb, gutter or sidewalk permit has been obtained;

(4) SWPPP/BMP Requirements: The BMPs for controlling erosion and sedimentation from construction activities and land disturbing activities shall meet the design storm and special conditions requirements of the latest Tennessee Construction General Permit (TN CAP). The minimum standards for these practices shall be consistent with the latest version of the Tennessee Erosion and Sediment Control Handbook as developed and amended from time to time by the Tennessee Department of Environment and Conservation.

The specific application of BMP practices is subject to approval of the manager. A copy of the stormwater pollution prevention plan (SWPPP) required by applicable construction permits shall be provided to the manager as a part of the approval process. Approval of the construction project will be subject to a favorable review by the city engineer, the manager and the Tennessee Department of Environment and Conservation.

(5) Construction Site Requirements: Litter, construction debris and construction chemicals exposed to stormwater shall be picked up prior to storm events or before being carried off of the site by wind so that they do not become a pollutant source for stormwater discharges. Erosion prevention and sediment control materials (e.g., silt fence) should be removed or otherwise prevented from becoming a pollutant source for stormwater discharges.

14-2024. Compliance with permits. Construction shall only be allowed when permitted by applicable construction permits and when construction plans have been approved by the manager, when deemed appropriate by the building official and/or the manager. The manager or designee may stop construction on properties, or administer other enforcement actions as defined in this chapter that do not have adequate erosion prevention and sedimentation control measures.

14-2025. Reserved.

14-2026. Stormwater management infrastructure; infrastructure, defined. Stormwater management infrastructure consists of the entire physical system of stormwater management both publicly and privately owned. This system consists of both man made and natural components as well as rivers, streams, creeks, lakes, reservoirs, ponds, springs, wetlands, wells and including features defined by the State of Tennessee as "waters of the state".

14-2027. Policy statements for development. Minimum standards and procedures for the design, construction, operation, and maintenance of the stormwater management infrastructure shall be set forth in the City of Millington Stormwater Management Manual as may be adopted and amended from time to time. Such adoption or amendment shall be by resolution of the board of mayor and aldermen. A copy of the stormwater management manual will be maintained on file in the offices of the manager. Until such time as this document is prepared and adopted, the City of Millington's "Drainage Design Manual" as it exists at the final adoption of this chapter, located in the manager's office shall be used. The following general policy statements shall apply:

a) All development within the corporate limits of Millington, Tennessee, shall be subject to the provisions of this ordinance.

b) Proposed plans for construction shall be stamped by a professional engineer licensed in the State of Tennessee. This shall include all proposed improvements or modifications to the existing or new stormwater infrastructure, erosion prevention and sediment control practices, and other related improvements or modifications.

c) A record plan, certified by a licensed professional engineer as appropriate, must be submitted in a format acceptable to the manager upon completion of the public or private stormwater management facility. The licensed professional shall certify that: the facilities have been constructed in substantial and essential conformance to the design plan.

d) Each individual project shall be evaluated for consistency with the adopted watershed master plan, when available, for the major watershed or watersheds within which the project site is located. The individual project evaluation will determine if stormwater quantity and quality management practices can adequately serve the property and limit impacts to downstream public and private properties. The presence of a regional facility(s) will be considered in determining the extent to which quantity and/or quality controls will be necessary.

e) In the absence of such a stormwater quantity and/or quality master plan, a system of uniform requirements shall be applied to each individual project site. In general, these uniform requirements may be based on the criterion that post-development stormwater peak runoff, and water quality must not differ significantly from pre-development conditions.

f) Development will be permitted in the floodplain; however, the developer may be required by the manager to demonstrate "no adverse impact" on upstream or downstream facilities, uses, residences, or related structures. (For example, this may be shown by modification of the USACOE/FEMA model by applying full upstream development criteria and new cross-sections reflecting the development and depiction of the elevations of all structures, facilities, etc., within the impacted upstream or downstream floodplain.)

g) Under no circumstances shall a site be graded or drained in such a way as to increase surface runoff to sinkholes, "dry wells" or "drainage wells".

h) The City of Millington encourages regional watershed management practices and facilities. These practices will be encouraged in order to replace or reduce the implementation of on-site stormwater management facilities.

i) Development of properties containing existing on-site stormwater management facilities may be permitted, at the discretion of the city engineer or stormwater manager, provided the property and downstream public and

private properties, infrastructure or “Waters of the State” are adequately protected from adverse stormwater impacts.

j) Erosion or sedimentation, or transport of other pollutants or forms of pollution, due to various land development activities must be controlled.

k) Soil bioengineering, “green” and other “soft” slope and stream bank stabilization methods are encouraged over rip-rap, concrete and other hard armoring techniques. The use of greenway rights-of-way for appropriate properties is encouraged.

l) Buffer Zone Requirements

(a) Construction Sites – State Minimum Requirements:

A minimum 30-foot natural riparian buffer zone adjacent to all streams at any construction site requiring a State Construction General Permit (CAP) shall be preserved, to the maximum extent practicable, during construction activities at the site. The water quality buffer zone is required to protect waters of the state, located within or immediately adjacent to the boundaries of the project, as identified using methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals, TN Rules Chapter 0400-40-17). Buffer zones are not primary sediment control measures and should not be relied on as such. Rehabilitation and enhancement of a natural buffer zone is allowed, if necessary, for improvement of its effectiveness of protection of the waters of the state. The buffer zone requirement only applies to new construction or redevelopment sites. The riparian buffer zone should be preserved between the top of stream bank and the disturbed construction area. The minimum 30-foot criterion for the width of the buffer zone may be established by variance on an average width basis at a project, as long as the minimum width of the buffer zone is more than 15 feet at any measured location.

(b) Buffer zone additional requirements for discharges into impaired or Exceptional TN Waters – State Minimum Requirements:

A 60-foot natural riparian buffer zone adjacent to the receiving stream designated as impaired or Exceptional TN Waters shall be preserved, to the maximum extent practicable, during construction activities at any site. The 60-foot criterion for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30 feet at any measured location.

m) A permanent waterway buffer shall be applied to all major waterways serving more than 100 acres of tributary area or as specified in the stormwater management manual. The minimum buffer width shall be 200 feet extending from the top of bank of streams and/or one hundred feet from the edge of the normal pool for impoundments, ponds, lakes, and wetlands. Reductions, exemptions or modifications to this requirement may be approved subject to proper technical justification and approval by the city engineer. No new construction of any building or structure shall be permitted in the buffer except as may be permitted by the city engineer and supported with adequate technical and environmental analysis and appropriate mitigation measures. For example, mitigation strategies may include:

(a) Publicly dedicated greenways;

(b) Restoration of impacted waterways with bioengineering or "green" approaches;

(c) New and innovative technologies are applied to address water quantity or quality;

(d) Modification to density, trees or other development requirements acceptable to the city engineer and planning departments.

14-2028. Infrastructure maintenance. It shall be the responsibility of the property owner of record for the maintenance of stormwater infrastructure. Maintenance of stormwater infrastructure shall consist at minimum but not be limited to the following items: outlet cleaning, mowing, herbicide spraying, litter control, removal of sediment from basin and outlet control structures, and repair of drainage structures. All such activities will be conducted in an environmentally sound manner and consistent with applicable codes, rules, and standards.

14-2029. Maintenance responsibility- privately owned infrastructure. (1) Any stormwater management facility, including buffers, that is privately owned shall receive general routine maintenance (i.e. controlling vegetative growth, removing sediment and debris) provided for by the owner(s).

(2) The owner(s) shall maintain a perpetual right of access for inspection and emergency access by the City of Millington. The city has the right, but not the duty, to enter premises for inspection and emergency repairs.

(3) Any stormwater management facility that services commercial and industrial development shall be maintained.

(4) Maintenance requirements may also be prescribed by a site-specific agreement between the owner or operator and the City of Millington. These agreements shall be based on an approved site design, a stormwater pollution prevention plan, an inspection program, a long-term maintenance plan, an emergency repair plan, easements, and proof or surety of financial responsibility.

(5) If privately owned infrastructure is not maintained, the manager may assess a fine on the private owner(s) as detailed in the enforcement and abatement portion of this chapter. Such a fine will be used for cost recovery, to abate damages, and to restore impacted areas.

14-2030. Maintenance responsibility- publicly owned infrastructure. (1) All regional stormwater management control facilities proposed by the owners, if approved by the City of Millington Board of Mayor and Aldermen and accepted by the manager for dedication as a public regional facility shall be publicly owned and/or maintained.

(2) All other stormwater management control facilities shall be publicly owned and/or maintained only if accepted for maintenance by the City of Millington.

14-2031 – 14-2035. Reserved.

14-2036. Stormwater discharges from regulated industrial sources; purpose. It is the purpose of this chapter to control stormwater runoff from industrial sources in order to minimize, to the maximum extent practicable, pollutants discharged from industrial sources into the City of Millington's MS4. This reduction may be achieved by a combination of management practices, control techniques, system design, engineering methods and plan review.

14-2037. Industry, defined. An industrial facility is one defined as industry by EPA rule, or subject to the Tennessee Multi-Sector Permit (TMSP) for Stormwater Discharges Associated with Industrial Activity.

14-2038. Right of inspection, defined. Whenever necessary to make any inspection to enforce any provision of the Stormwater Management Ordinance, or whenever an official of the City of Millington has reasonable cause to believe that there exists on a site any condition or code violation, the official may enter the site to inspect the same or perform any related duties imposed by this ordinance. If the site is occupied, the official will first make a reasonable effort to locate the person in charge or having control, present identification and request entry. If entry is denied to the site, the official shall have recourse to every remedy provided by the law to secure entry.

14-2039. Availability of information on discharger to public; use of information accepted as confidential. All information and data on a discharger obtained from reports, questionnaires, permits, monitoring programs, and from inspections shall be available to the public without restriction unless the discharger specifically requests confidential treatment and is able to demonstrate to the satisfaction of the approving authority that the release of such information would divulge information regarding processes or methods which would be detrimental to the discharger's competitive position. Information accepted by the approving authority as confidential shall not be transmitted to the general public by the approving authority unless written permission has been obtained from the discharger or under court order. Any report, questionnaire or other item required to be submitted by the discharger that contains such confidential data will be submitted in duplicate with one version containing the information and the second copy showing the information deleted that has been claimed as confidential. To the extent practicable, the Manager shall protect all information that is designated as confidential by the owner or their representative.

14-2040. Information required. The State of Tennessee utilizes a "notice of intent" for dischargers to obtain coverage under the general permit program for discharges associated with industrial activities. These documents are subject to change and amendment and therefore the user should obtain the latest versions directly from the State of Tennessee Department of Environment and Conservation, Division of Water Pollution Control. These may be obtained at the state's web page: www.tn.gov/environment. All industries subject to the TMSP and discharging into the City of Millington storm sewer system shall maintain a copy of the stormwater pollution prevention plan (SWPPP) on the industrial site, available for inspection and copying at reasonable times by the manager.

14-2041. Stormwater Pollution Prevention Plan (SWPPP) requirements. The stormwater pollution prevention plan (SWPPP) must follow, at a minimum, the outline of the plan listed in the Tennessee Multi-Sector Permit language or a facility's NPDES Stormwater Permit language, whichever is applicable.

14-2042. Sampling at industrial facilities. (1) Samples of stormwater collected for compliance monitoring shall be representative of the discharge. Sampling locations will be those defined in the Tennessee Multi-Sector permit or an NPDES Permit. Sampling and analyses shall be in accordance with 40 CFR Part 122.21 and 40 CFR Part 136 and/or applicable permit language.

(2) Samples that may be taken by the manager and/or his designated representatives for the purpose of determining compliance with the requirements of this chapter or rules adopted hereunder may be split with the discharger if requested before the time of sampling.

(3) The manager may require a stormwater discharger to install and maintain at the Discharger's expense a suitable manhole or sampling facility at the discharger's facility or suitable monitoring access to allow observation, sampling, and measurement of all stormwater runoff being discharged into the city storm sewer system. Sampling manhole or access shall be constructed in accordance with plans approved by the manager and shall be designed so that flow measurement and sampling equipment can be installed. Access to the manhole or monitoring access shall be available to the manager and/or his designated representatives at all times.

14-2043. Reporting. (1) Any facility required to sample under either the TMSP or an NPDES stormwater permit shall provide a copy of the monitoring report to the manager.

(2) The manager may require reporting by dischargers of stormwater runoff to the stormwater system, where an NPDES stormwater permit is not required, to provide information. This information may include any data necessary to characterize the stormwater discharge.

14-2044. Accidental discharges. In the event of a "significant spill" as defined in "definitions" or any other discharge which could constitute a threat to human health or the environment, the owner or operator of the facility shall give notice to the manager and the local field office of the Tennessee Department of Environment and Conservation as required by State and Federal law following the accidental discharge.

If an emergency response by governmental agencies is needed, the owner or operator should also call the Millington Fire Department, and when Millington Fire Department operations protocol dictates the Memphis and Shelby County Emergency Management Agency, immediately to report the discharge. A written report must be provided to the manager within five (5) days of the time the discharger becomes aware of the circumstances, unless this requirement is waived by the manager for good cause shown on a case-by-case basis, containing the following particulars:

(1) A description of the discharge, including an estimate of volume.
(2) The exact dates, times and duration of the discharge.
(3) Steps being taken to eliminate and prevent recurrence of the discharge, including any planned modification to contingency, SWPPP or maintenance plans.

(4) A site drawing should be rendered that shows the location of the spill on the impacted property, the direction of flow of the spill in regards to the topographical grade of the property, the impacted watercourse(s), and the property or properties adjacent to the spill site.

(5) The discharger shall take all reasonable steps to minimize any adverse impact to the City of Millington's MS4, including such accelerated or additional monitoring as necessary to determine the nature and impact of the discharge. The interruption of business operations of the discharger shall not be a defense in an enforcement action necessary to maintain water quality and minimize any adverse impact that the discharge may cause.

(6) It shall be unlawful for any entity, whether an individual, residential, commercial or industrial entity to fail to comply with the provisions of this section.

14-2045. Fraud and false statements. Any reports required by this chapter or rules adopted hereunder and any other documents required by the city to be submitted or maintained by the discharger shall be signed by a responsible corporate official and certified as accurate to the best of their personal knowledge after appropriate investigation. It shall be subject to the enforcement provisions of this chapter and any other applicable local and state laws and regulations pertaining to fraud and false statements. Additionally, the discharger shall be subject to the provisions of 18 U.S. Code § 309 of the Clean Water Act, as amended, governing false statements and responsible corporate officials.

14-2046. Reserved.

14-2047. Enforcement and abatement; administrative remedies. The enforcement remedies enumerated herein shall be applicable to all articles of this chapter. The City of Millington's "Stormwater Enforcement Response Plan" provides guidance related to enforcement of both City and State ordinances with respect to stormwater in the City of Millington. The plan document addresses the following items.

(1) Notice of alleged violation. Prior to the issuance of a notice of violation (N.O.V.), the manager may order any person who causes or contributes, or may be a cause or contributor, to a violation of a of stormwater permit or order issued hereunder to show cause why a proposed enforcement action not be taken. A notice of alleged violation (N.A.V.) shall be served on the person, specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the person show cause why this proposed enforcement should not be taken. The N.A.V. and notice of the meeting shall be served personally or by registered or certified mail, with return receipt, and postmarked at least ten

(10) business days prior to the hearing. Such notice may be served on any person, principal executive, general partner, corporate officer, or other person with apparent authority to receive such notice.

(2) Notification of violation. Whenever the manager finds any permittee or person discharging stormwater, or other pollutants into the City of Millington's MS4 or otherwise, has violated or is violating this chapter, conditions of a stormwater permit, or order issued hereunder, the manager or his agent may serve upon said user written N.O.V. This notice shall be by personal service, or registered or certified mail with return receipt. Within ten (10) days of the receipt date of this notice, the recipient of this N.O.V. shall provide the Stormwater Manager with a written explanation of the violation. The response shall also include a plan for satisfactory correction and prevention thereof, to include specified required actions and milestones for their completion. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation. If the City of Millington deems it necessary a complaint may be filed with the Commissioner of the Tennessee Department of Environment and Conservation pursuant to Tennessee Code Annotated (T.C.A) § 69-3-118.

(3) Consent order. The Stormwater Manager is hereby empowered to enter into consent agreements, assurances of voluntary compliance, or other similar documents establishing an agreement with the person or persons responsible for the non-compliance. Such agreements will include specific action to be taken by the permittee or person discharging stormwater to correct the non-compliance within a time period specified by the agreements. Consent orders shall have the same force and effect as compliance orders issued pursuant to paragraph (5) below.

(4) Show Cause Hearing. The Stormwater Manager is hereby empowered to order a person who violates the stormwater ordinance or a permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. A notice for this hearing must be served on the person specifying the time and place for the meeting, the proposed enforcement action, the reasons for the proposed enforcement action and a request for the violator to show cause why this proposed enforcement action should not be taken. The meeting notice must be either served personally or delivered by registered or certified mail (return receipt requested) at least ten (10) days before the hearing.

(5) Compliance order. When the Stormwater Manager finds that any person has violated or continues to violate this chapter or any order issued hereunder, he may issue an order to the violator directing that, following a specified time period, adequate structures and/or devices be installed or procedures implemented and properly operated or followed. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the non-compliance, including the construction of appropriate structures, installation of devices, self-monitoring and related management practices.

(6) Cease and desist orders. When the Stormwater Manager finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder and such action or inaction has or may have the potential for immediate and significant adverse impact on the MS4 or the stormwater discharges to it, the manager may issue an order to cease and desist all such violations immediately and direct those persons in non-compliance to:

- (a) Comply forthwith; or
- (b) Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
- (c) Anyone receiving a cease and desist order that includes instruction to halt operations shall receive an expedited review and appeal of such order within two (2) business days.

(7) Suspension, Revocation or Modification of Permit. The City may suspend, revoke or modify the permit authorizing the land development project or

any other project of the applicant or other responsible person within the City. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation(s) described therein, provided such permit may be reinstated upon such conditions as the City of Millington may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation(s).

14-2048. Civil penalty. Any person who is found to have performed any of the following acts or omissions to act shall be subject to a civil penalty of up to \$5,000.00 per day for each offense.

- (1) Failure to obtain any required permit;
- (2) Violation of the terms and conditions of the permit;
- (3) Violation of a final determination or order of the manager; or (4) Violation of any provision of this chapter.

The civil penalty imposed by this section is intended to be solely for remedial purposes and not for punishment. It shall be imposed for each day that a violation of this chapter continues. All civil penalties paid pursuant to this chapter shall be deposited into a special fund, to be used solely to pay the costs of correction or alleviation of conditions created as a result of violation of this chapter, or to pay the costs of ensuring compliance with the requirements of this chapter.

14-2049. Unlawful acts, misdemeanor. It shall be unlawful for any person to knowingly:

- (1) Violate a provision of this chapter;
- (2) Violate the provisions of any permit issued pursuant to this chapter;
- (3) Fail or refuse to comply with any lawful notice to abate issued by the manager, which has not been timely appealed to the manager within the time specified by such notice; or
- (4) Violate any lawful order of the manager within the time allowed by such order.

Such person shall be guilty of a misdemeanor; and each day of such violation or failure or refusal to comply shall be deemed a separate offense and punishable accordingly. Any person found to be in violation of the provisions of this chapter shall be fined up to \$500.00 per day for each offense during which the act or omission continues or occurs. Upon learning of such act or omission, the manager or designee may issue a city ordinance citation charging the person, firm, or entity with violating one (1) or more provisions of this chapter (section) or permit issued there under, criminal violation of this chapter (section) may also be the basis for injunctive relief, with such actions being brought and enforced through the local General Sessions Environmental Court.

14-2050. Processing a violation. (1) The manager may issue an assessment against any person or permittee responsible for the violation;

(2) Any person against whom an assessment or order has been issued may secure a review of such assessment or order by filing with the manager a written petition setting forth the specific legal and technical grounds and reasons for his objections and asking for a hearing in the matter involved before the manager and if a petition for review of the assessment or order is not filed within thirty (30) days after the date the assessment or order is served, the violator shall be deemed to have consented to the assessment and it shall become final;

(3) Whenever any assessment has become final because of a person's failure to appeal the manager's assessment, the manager may apply to the appropriate court for a judgment and seek execution of such judgment and the court, in such

proceedings, shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment;

(4) The manager may consider the following factors when reviewing a petition:

(a) Whether the civil penalty imposed will be an appropriate economic deterrent to the illegal activity by the violator or others in the regulated community;

(b) Damages to the City of Millington, including compensation for the damage or destruction of the City of Millington's MS4, and also including any penalties, costs (direct or indirect) and attorneys' fees incurred by the city as a result of the illegal activity, as well as the expenses involved in enforcing this chapter and the costs involved in rectifying any damages;

(c) Cause of the discharge or violation;

(d) The severity of the discharge and its effect on the City of Millington's MS4;

(e) Effectiveness of action taken by the violator to cease the violation;

(f) The technical and economic reasonableness of reducing or eliminating the discharge;

(g) The economic benefit gained by the violator.

(5) Any civil penalty assessed to a violator pursuant to this section may be in addition to any civil penalty assessed by the Commissioner of the Tennessee Department of Environment and Conservation for violations of Tennessee Code Annotated, § 68-221-1106; however, the sum of penalties imposed by this section and by Tennessee Code Annotated, § 68-221-1106 shall not exceed five thousand dollars (\$5,000) per day during which the act or omission continues or occurs.

(6) Any appeal of this final determination shall be made to a court of competent jurisdiction, and such appeal must be filed within 15 days of the decision by the manager.

14-2051. Appeal judicial proceedings and relief. The manager may initiate proceedings in any court of competent jurisdiction against any person who has or is about to:

(1) Violate the provisions of this chapter.

(2) Violate the provisions of any permit issued pursuant to this chapter.

(3) Fail or refuse to comply with any lawful order issued by the manager that has not been timely appealed within the time allowed by this chapter.

(4) Violates any lawful order of the manager within the time allowed by such order.

Any person who shall commit any act declared unlawful under this chapter shall be guilty of a misdemeanor, and each day of such violation or failure shall be deemed a separate offense and punishable accordingly.

14-2052. Damages, disposition of funds. All damages collected under the provisions of this chapter and civil penalties collected under the provisions of Code § 14-2049, following the adjustment for the expenses incurred in making such collections shall be deposited to the Storm Water Fund and there be appropriated for the stormwater management program.

14-2053. Records retention. All dischargers subject to this chapter shall maintain and preserve for no fewer than five (5) years, all records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or in behalf of the discharger in connection with its discharge. All records which pertain to matters which are the subject of any enforcement or litigation activities brought by the city pursuant hereto shall be retained and preserved by the discharger until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

14-2054. Facilities maintenance agreement. The following "facilities maintenance agreement" is provided as a minimum guideline for agreements between City of Millington and owners/operators of stormwater infrastructure not owned by the city.

STORMWATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____ (Insert Full Name of Owner) hereinafter "Landowner", and City of Millington, Tennessee hereinafter "City".

WITNESSETH, that the Landowner is the owner of certain real property described as _____ as recorded by deed in the land records of Shelby County, Tennessee, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved, and subsequent amendments thereto, by the City, provides for the control and management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowner's association, agree that the health, safety, and welfare of the residents of Millington, Tennessee, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. On-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowner's association, shall adequately maintain the stormwater management facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Annual Inspection Report form (attached) is to be used to establish what good working condition is acceptable to the City of Millington.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facilities and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies, conduct routine inspections, and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs

to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of the City of Millington, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner's association. A deed assignment from a property owner under this Agreement shall confer the terms of this Agreement onto the purchaser and releases the seller.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name of Signatory)

(Type Title of Signatory)

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by _____, NOTARY

PUBLIC.

My Commission Expires: _____

CITY OF MILLINGTON

By: _____

(Type Name) Mayor

14-2055. Standard Operating Procedures for City Forces. City employees, in the performance of their regular duties, shall adhere to the standard operating procedures for stormwater management as outlined in the City of Millington's Stormwater Management Manual as may be adopted and amended from time to time.

Adoption or amendment of polices shall be by resolution of the Board of Mayor and Aldermen and adoption or amendment of operating procedures shall be approved by the City Manager. Until such time as this guide document is prepared, the following general policy statements shall apply:

- (1) Perform regularly scheduled maintenance on all equipment and vehicles.
- (2) Maintain maintenance records for all equipment and vehicles.
- (3) Maintain environmental training records for all employees.
- (4) Conduct daily inspections in storage yards and maintenance shops to confirm proper storage, handling, and disposal of materials.
- (5) All stored materials shall have the relevant Material Safety Data Sheet stored nearby in a readily accessible location.
- (6) Store materials away from waterways and storm drain inlets.
- (7) Perform annual inspections and maintenance as needed for stormwater inlets and conveyance systems.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect upon its second and final passage.

Public Hearing:

First Reading: September 14, 2020

Final Reading:

Terry Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2020-18

AN ORDINANCE TO AMEND THE FY21 BUDGET FOR
THE MILLINGTON MUNICIPAL SCHOOLS

WHEREAS, The Board of Mayor and Aldermen of the City of Millington, Tennessee, adopted the FY21 Budget for all Funds by Ordinance 2020-9; and

WHEREAS, The FY21 Budget adopted for the Millington Municipal School Board included four funds: General Purpose School Fund, School Federal Projects Fund, School Cafeteria Fund and School Capital Projects Fund; and

WHEREAS, The Millington Municipal School Board has adopted amendments to its budgets; and

WHEREAS, Section 9.06 of the Millington Charter requires the adoption of the budget and amendments to the budget (appropriations) to be by ordinance which must be approved at two separate meetings of the Board of Mayor and Aldermen.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, the FY21 Millington Municipal School Board Budget is amended per the attached Exhibit 1, which is attached and incorporated herein by reference.

BE IT FURTHER ORDAINED, That the amended budgeted revenues and expenditures of the funds of the Millington Municipal School Board are:

	Revenues	Expenditures
General Purpose School Fund	\$ 25,372,348	\$ 25,381,958
Federal Projects Fund	\$ 2,021,699	\$ 1,921,699
School Cafeteria Fund	\$ 1,620,211	\$ 1,603,394
School Capital Projects Fund	\$ 1,326,211	\$ 1,326,211

BE IT FURTHER ORDAINED, That this Ordinance shall take effect upon its second and final passage.

Public Hearing:
First Reading: September 14, 2020
Final Reading:

Terry Jones, Mayor

Karen Findley, City Clerk



RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF MILLINGTON MUNICIPAL SCHOOL DISTRICT BUDGET AMENDMENT TWO

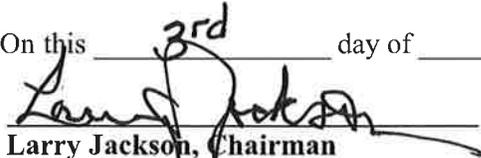
WHEREAS, T.C.A. § 49-2-301(W)(i) provides that the budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and (ii) that any change in the expenditure of money as provided for by the budget shall be ratified by the local board and the appropriate local legislative body; AND

WHEREAS, it is necessary to amend the Fiscal Year 2020-2021 budget and appropriate said funds as reflected as described below;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Millington Municipal School District hereby approves the Fiscal Year 2020-2021 amended budget and appropriates said funds, as described below, thereby amending the aggregate budgeted revenues in the Capital Projects Fund from \$750,000 to \$564,285 and amending the aggregate budgeted expenditures in the Capital Projects Fund from \$750,000 to \$1,326,211. A summary of the budget impact can be found on Exhibit A hererin. Included below is a summary of the respective components of the budget amendment. A detailed list of the accounts being modified can be found on Exhibit B herein.

1. **Capital Projects Fund** – The District will receive a share of Shelby County bond proceeds based on weighted full-time equivalency average daily attendance in the amount of \$564,285. The Capital Projects budget has been revised to reflect the appropriate amount of revenue.
2. **Capital Projects Fund** - The Capital Projects budget has been revised to reflect the continuation of FY 2019–2020 projects that will continue into FY 2020-2021 using their exisiting remaining budgets from preceedings fiscal years.

On this 3rd day of August, 2020.


Larry Jackson, Chairman
Millington Municipal Schools Board of Education


James Griffin, Superintendent
Millington Municipal Schools Board of Education



**Millington Municipal School District
Capital Projects Fund Budget Summary For Fiscal Year 2020-2021**

EXHIBIT 1 Exhibit A

	Original Budget as of 30 JUN 2020	Amendment 2 as of 3 AUG 2020	Revised Budget as of 3 AUG 2020
<u>REVENUES / SOURCE OF FUNDS</u>			
City of Millington	-	\$ -	\$ -
State	-	-	-
Federal	-	-	-
County	-	-	-
Other Local Sources (Acct # 44990)	750,000	(185,715)	564,285
Transfers In and Out (Acct # 49800-49810)	-	-	-
Donations (Acct # 48130-48610)	-	-	-
Debt Issuance/Recovery (Acct #49100-49700)	-	-	-
Planned Use of Fund Balance	-	-	761,926
TOTAL SOURCE OF FUNDS	<u>\$ 750,000</u>	<u>\$ (185,715)</u>	<u>\$ 1,326,211</u>
<u>EXPENDITURES</u>			
Instruction	\$ -	\$ -	\$ -
Instructional Support	-	-	-
Student Support	-	-	-
Office of the Principal	-	-	-
General Administration	-	-	-
Education Technology	-	-	-
Fiscal Services	-	-	-
Other Support Services	-	-	-
Student Transportation	-	-	-
Plant Services	-	-	-
Community Service	-	-	-
Food Service	-	-	-
Indirect Cost/Transfers In and Out	-	-	-
Debt Service	-	-	-
Capital Outlay (Acct # 91300-99961)	750,000	576,211	1,326,211
TOTAL EXPENDITURES	<u>\$ 750,000</u>	<u>\$ 576,211</u>	<u>\$ 1,326,211</u>



**Millington Municipal School District
Capital Projects Fund Amendment Detail**

<u>Fund</u>	<u>Account</u>	<u>Line Item Description</u>	<u>Original Budget</u>	<u>Amendment 2</u>	<u>Revised Budget</u>
<u>Revenues</u>					
177	44990	Other Local Sources	750,000.00	(185,715.00)	564,285.00
<u>Total Revenues</u>			<u>750,000.00</u>	<u>(185,715.00)</u>	<u>564,285.00</u>
<u>Expenditures</u>					
177	91300	Construction MCHS Arts	-	110,792.00	110,792.00
177	91300	MES Paving	-	39,500.00	39,500.00
177	91300	MCHS Roof Repair	-	117,000.00	117,000.00
177	91300	Autobody Building	-	259,044.00	259,044.00
177	91300	Stadium Improvements	-	91,958.12	91,958.12
177	91300	Miles Park Renovation	-	86,344.14	86,344.14
177	91300	Family Resource Center	-	25,895.13	25,895.13
177	91300	Soccer Field Wilkinsville Rd	-	31,393.00	31,393.00
177	91300	Security Vestibule	450,000.00	(185,715.00)	264,285.00
<u>Total Expenditures</u>			<u>450,000.00</u>	<u>576,211.39</u>	<u>761,926.39</u>



**RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 BUDGET OF MILLINGTON
MUNICIPAL SCHOOL DISTRICT
BUDGET AMENDMENT THREE**

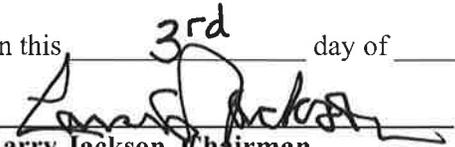
WHEREAS, T.C.A. § 49-2-301(W)(i) provides that the budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and (ii) that any change in the expenditure of money as provided for by the budget shall be ratified by the local board and the appropriate local legislative body; AND

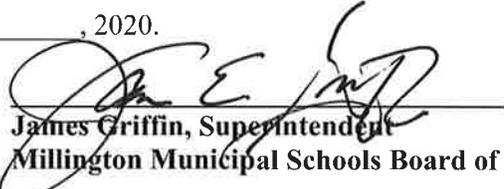
WHEREAS, it is necessary to amend the Fiscal Year 2020-2021 budget and appropriate said funds as reflected as described below;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Millington Municipal School District hereby approves the Fiscal Year 2020-2021 amended budget and appropriates said funds, as described below, thereby amending the aggregate budgeted expenditures in the General Purpose School Fund from \$25,309,142 to 25,381,958. A summary of the budget impact can be found on Exhibit A hererin. Included below is a summary of the respective components of the budget amendment. A detailed list of the accounts being modified can be found on Exhibit B herein.

1. **General Purpose School Fund** – Due to the substantial number of students registering for online courses, the district is purchasing 200 additional hotspots to ensure adequate equipment for all students.

On this 3rd day of August, 2020.


 Larry Jackson, Chairman
 Millington Municipal Schools Board of Education


 James Griffin, Superintendent
 Millington Municipal Schools Board of Education



Millington Municipal School District
General Purpose Fund Budget Summary For Fiscal Year 2020-2021

EXHIBIT 1 Exhibit A

	Original Budget	Budget Amendment 1	Budget Amendment 3	Revised Budget
	as of 30 JUN 2020	as of 6 JUL 2020	as of 3 AUG 2020	as of 3 AUG 2020
<u>REVENUES / SOURCE OF FUNDS</u>				
City of Millington (Acct # 40275, 49400, 49810)	\$ 765,219	\$ -	\$ -	\$ 765,219
State (Acct # 46511-47143)	13,735,209	-	-	13,735,209
Federal (Acct # 44146,47630,47640)	381,000	-	-	381,000
County (Acct # 40110-40240)	10,034,752	-	-	10,034,752
Other Local Sources (Acct # 44110,44120,44570,44990)	408,265	-	-	408,265
Indirect Cost/Transfers In and Out (Acct # 49800-49810)	47,903	-	-	47,903
Donations (Acct # 48610)	-	-	-	-
Debt Issuance/Recovery	-	-	-	-
Planned Use of Fund Balance	-	-	-	-
TOTAL SOURCE OF FUNDS	\$ 25,372,348	\$ -	\$ -	\$ 25,372,348
<u>EXPENDITURES</u>				
Instruction (Acct # 71100-71300)	\$ 13,352,208	\$ -	\$ -	\$ 13,352,208
Instructional Support (Acct # 72210-72230)	1,562,271	-	-	1,562,271
Student Support (Acct # 72120, 72130)	894,267	-	-	894,267
Office of the Principal (Acct # 72410)	2,130,250	-	-	2,130,250
General Administration (Acct # 72310, 72320)	638,404	-	-	638,404
Education Technology (Acct # 72250)	959,355	-	72,816	1,032,171
Fiscal Services (Acct # 72510)	462,939	-	-	462,939
Other Support Services (Acct # 75250,72810)	406,707	-	-	406,707
Student Transportation (Acct # 72710)	1,425,185	-	-	1,425,185
Plant Services (Acct # 72610,72620)	2,432,964	-	-	2,432,964
Community Service (Acct # 73400)	566,354	-	-	566,354
Food Service	-	-	-	-
Indirect Cost/Transfers In and Out (Acct # 99100)	-	100,000	-	100,000
Debt Service (Acct # 82130, 82330)	378,238	-	-	378,238
Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	\$ 25,209,142	\$ 100,000	\$ 72,816	\$ 25,381,958



Millington Municipal School District
General Purpose Fund Amendment Detail

EXHIBIT 1 Exhibit B

<u>Fund</u>	<u>Account</u>	<u>Line Item Description</u>	<u>Current Budget</u>	<u>Budget Amendment 3</u>	<u>Revised Budget</u>
Revenues					
-	-	-	-	-	-
Total Revenues			<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
141	72250	Other Equipment	17,900.00	72,816.00	90,716.00
Total Expenditures			<u>17,900.00</u>	<u>72,816.00</u>	<u>90,716.00</u>

RESOLUTION 48-2020

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$1,889,245 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020, OF THE CITY OF MILLINGTON, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, the City of Millington, Tennessee (the "Municipality" or the "City"), pursuant to resolutions adopted by the Board of Mayor and Aldermen (the "Board"), of the Municipality, has heretofore entered into that certain Loan Agreement, dated November 21, 2018, in the original principal amount of \$2,000,000, by and among The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), First Horizon Bank, Nashville, Tennessee (the "Bank"), and the City;

WHEREAS, the proceeds of the 2018 School Loan were used to finance the construction, improvement, renovation, and equipping of the City's school system facilities, including but not limited to, building construction and improvements, building demolition, HVAC systems, roofing, fire and security upgrades, technology and communications system upgrades, and parking lots, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, and engineering costs incident thereto, and to pay costs incident to the financing thereof (the "Project");

WHEREAS, the 2018 School Loan will be outstanding in the principal amount of \$1,865,000 (after the 11-1-2020 principal payment of \$69,000), and matures November 1, 2021 through November 1, 2038 (the "Outstanding Indebtedness");

WHEREAS, the Municipality desires to prepay the Outstanding Indebtedness in order to lower the rate of interest payable on the 2018 School Loan;

WHEREAS, the Outstanding Indebtedness evidenced by the Loan Agreement may be prepaid in whole at the price of 101% upon proper notice;

WHEREAS, the Board of the Municipality has determined that it is in the best interests of the Municipality to now prepay such Outstanding Indebtedness on the earliest practicable date;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), to issue and sell refunding bonds for the purpose of repaying the Outstanding Indebtedness prior to its maturity;

WHEREAS, a plan of refunding for the Outstanding Indebtedness and a request to sell the refunding bonds by negotiated sale have been submitted to the Director of the Division of Local Government Finance for review as required by Sections 9-21-903, and 9-21-910, respectively, Tennessee Code Annotated, as amended, and the Director of the Division of Local Government Finance has issued a report thereon;

WHEREAS, the Board finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of not to exceed \$1,889,245 General Obligation Refunding Bonds, Series 2020 (the "Bonds"); and,

WHEREAS, it is necessary to authorize the form of, terms, and execution of, an agreement for the purchase of the Bonds (the "Bond Purchase Agreement"), to be entered into by and between the Municipality and a bank (the "Purchaser"), in connection with the purchase of the Bonds.

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

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Authorized Representative of the Municipality" means the then Mayor or the then City Clerk of the Municipality, authorized by resolution or by law to act on behalf of and bind the Municipality.

"Board" means the Board of Mayor and Aldermen of the Municipality.

"Bond" means individually, or "Bonds" means collectively, the General Obligation Refunding Bonds, Series 2020, of the Municipality authorized by this Resolution of the Board.

"Bond Counsel" means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Bonds, between the Municipality and the Purchaser.

"Bond Registrar" means the City Clerk of the Municipality, or his or her successor, or successors hereafter appointed in the manner provided in this Resolution.

"City Clerk" means the duly appointed, qualified, and acting City Clerk of the Municipality, or his or her successors.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bonds.

"Interest Payment Date" means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

"Mayor" means the duly elected, qualified, and acting Mayor of the Municipality, or his or her successors.

"Owner", when used with reference to the Bonds, means any entity who shall be the registered owner of any then outstanding Bond or Bonds.

"Principal Payment Date" means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be outstanding.

"Resolution" means this Resolution, as supplemented and amended.

"Scheduled Put Option Date" means initially the tenth anniversary of the date of the closing of the Bonds, subject to extension as set forth in Section 5(b) hereof.

Section 3. Authorization. For the purpose of providing funds to prepay the Outstanding Indebtedness, including the premium thereon, and to pay costs of issuance in connection with the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed One Million Eight Hundred Eighty-Nine Thousand Two Hundred Forty-Five Dollars (\$1,889,245). No Bonds may be issued under the provisions of this Resolution except in accordance herewith. The Board hereby finds that it is advantageous to the Municipality to issue the Bonds to prepay the Outstanding Indebtedness, including the 1% premium thereon, and to pay costs in connection with the issuance of the Bonds.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit "A" attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the Municipality. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the Municipality with the manual signature of the Mayor and attested with the manual signature of the City Clerk, and with the official seal of the Municipality impressed or imprinted thereon. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of the Bond Registrar on the certificate set forth on the Bonds.

(c) In the event any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the signature of such individuals who, at the actual time of the execution of such Bond, were the proper officers of the Municipality to sign such Bond, although on the date of the adoption by the Municipality of this Resolution, such individuals may not have been such officers.

Section 5. Terms, Payment, and Certain Other Provisions of the Bonds. (a) The Bonds shall be designated "General Obligation Refunding Bonds, Series 2020". Each Bond shall be dated the date of issuance and delivery, or such other date as the Authorized Representatives of the Municipality executing the Bonds shall determine; shall be sold at the price of par; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the officials of the Municipality executing the Bonds when said Bonds are sold, but not exceeding 2.50% per annum, such interest being payable semiannually on the first day of May and November of each year, commencing May 1, 2021; and, shall be payable on the first day of November in the principal amounts set forth in the Bond Purchase Agreement with the final maturity date of November 1, 2038. If the Bonds are issued through the Tennessee Municipal Bond Fund ("TMBF"), fixed rate loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Bonds, based on the outstanding principal amount of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest.

The principal of, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(b) Interest on the Bonds shall be payable by wire transfer, electronic means, or by check or other form of draft of the Bond Registrar, deposited by the Bond Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the Owner of such Bonds, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Bond Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(b) The Purchaser, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of the Bonds for an additional term of eight (8) years upon such terms as may be mutually agreed upon by the Purchaser, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bonds to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Purchaser shall have notified the City and the Administrator, in writing, that it intends to put the Bonds to the City for purchase on the next Scheduled Put Option Date, then the Purchaser shall be obligated to extend the Scheduled Put Option Date for the remaining term of the Bond from the then stated Scheduled Put Option Date.

If the Purchaser elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bonds existing on the Scheduled Put Option Date.

(c) The Board of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the City during the term of the Bonds (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the City, the Administrator, and the City.

The Board is aware of the risks and benefits associated with the Bonds and the Put Option. The Board finds that the repayment structure of the Bonds (including the Put Option) is in the public interest of the City.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Bonds in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Bonds in full on such date and no subsequent holder can be determined, the Board commits to refund the Bonds in the following manner:

(x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Bonds; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Bonds.

The Board has not retained an independent municipal advisor in connection with the issuance of the Bonds. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 6. Redemption. The Bonds shall not be subject to redemption prior to November 1, 2030. Thereafter, the Bonds shall be subject to redemption, in whole, at the option of the City, upon thirty (30) days written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption.

Provided, further, the Municipality may pay additional principal payments on the Bonds upon fifteen (15) calendar days' written notice to the Purchaser; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bonds in addition to the regular principal payment may be paid in any twelve month period.

Section 7. Registration, Negotiability, and Payment. The City Clerk of the Municipality is hereby appointed the Bond Registrar and paying agent (the "Bond Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Bonds, and shall also perform such other duties as may be required in connection with any of the foregoing. The Bond Registrar is hereby authorized to authenticate and deliver the Bonds to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bonds to be transferred in proper form with proper documentation as herein described. The Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar by the manual signature of the Bond Registrar on the certificate set forth in Exhibit "A" hereto. The Bonds shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Bonds shall be valid unless such transfer is noted upon the Registration Books and until such Bond is surrendered, cancelled, and exchanged for a new Bond which shall be issued to the transferee, subject to all the conditions contained herein.

Section 8. Transfer of Bonds. (a) Each Bond shall be transferable only on the Registration Books maintained by the Bond Registrar at the office of the Bond Registrar, upon the surrender for cancellation thereof at the office of the Bond Registrar, together with an assignment of such Bond duly executed by the Owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Bond Registrar shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The Municipality and the Bond Registrar may deem and treat the entity in whose name any Bond shall be registered upon the Registration Books maintained by the Bond Registrar as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the Municipality or the Bond Registrar upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Bonds is exercised, the Municipality shall execute, and the Bond Registrar shall deliver, Bonds in accordance with the provisions of this Resolution. For every transfer of Bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, and other governmental charges shall be paid by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Bond Registrar shall be obligated to transfer any Bond after the fifteenth (15th) calendar day of the month next preceding an Interest Payment Date.

Section 10. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such Bond shall, at the written request of the Owner, be cancelled on the Registration Books and a new Bond shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Bond. Thereafter, should such mutilated, lost, stolen, or destroyed Bond or Bonds come into possession of the Owner, such Bonds shall be returned to the Bond Registrar for destruction by the Bond Registrar. If the principal on said mutilated, lost, stolen, or destroyed Bond shall be due within fifteen (15) calendar days of receipt of the written request of the Owner for authentication and delivery of a new Bond, payment therefor shall be made as scheduled in lieu of issuing a new Bond. In every case the Owner shall certify in writing as to the

destruction, theft, or loss of such Bond, and shall provide indemnification satisfactory to the Municipality and to the Bond Registrar, if required by the Municipality and the Bond Registrar.

Section 11. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Bond Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Bond Registrar. Such executed certificate of authentication by the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Bonds, including the principal thereof and the interest thereon, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. The Bonds shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Bonds the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of, and interest on, the Bonds, there shall be levied in each year in which such Bonds shall be outstanding, to the extent necessary, a direct tax on all taxable property in the Municipality, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or either of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected.

Section 14. Sale of Bonds. (a) The Bonds herein authorized are authorized to be sold by the Mayor at a private negotiated sale at a price of not less than par in accordance with the provisions of the Bond Purchase Agreement. The Bonds shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Bonds, as set forth in such Bond Purchase Agreement.

The Mayor, in consultation with the Purchaser of the Bonds, is authorized, prior to the sale of the Bonds and the execution of the Bond Purchase Agreement, to make such changes in the structuring of the terms of the Bonds as the Mayor shall deem necessary to provide for the most efficient refunding of the Outstanding Indebtedness, as may be in the best interests of the Municipality.

(b) The form, content, and provisions of the Bond Purchase Agreement as presented to this meeting of the Board and attached hereto as Exhibit "B," are in all particulars approved, and the Mayor and the City Clerk are hereby authorized, empowered, and directed to execute, acknowledge, and deliver said Bond Purchase Agreement in the name, and on behalf of the Municipality.

The Bond Purchase Agreement is to be in substantially the form now before this meeting of the Board, or with such changes therein as shall be approved by the Mayor and City Clerk executing the same, their execution thereof to constitute conclusive evidence of the approval of any and all such changes or revisions.

The Authorized Representatives of the Municipality are hereby authorized, empowered, and directed, from and after the execution and delivery of the Bond Purchase Agreement to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said Bond Purchase Agreement, as executed and delivered.

Section 15. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof. Said proceeds shall be used, together with other available funds of the Municipality to prepay the Outstanding Indebtedness, such prepayment to occur on the first available date, but in no event later than eighty-nine (89) days from the date of issuance of the Bonds and to pay costs of issuance in connection with the Bonds.

Section 16. Prepayment of the Outstanding Indebtedness. The Outstanding Indebtedness maturing November 1, 2021 through November 1, 2038, inclusive, is hereby authorized to be prepaid and notice of such intent to prepay the Outstanding Indebtedness shall be given by the Municipality in accordance with the provisions of the Loan Agreement.

Section 17. Non-Arbitrage Certification. The Municipality certifies and covenants with the Owner of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any

fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when, and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the Municipality represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owner of the Bonds for purposes of federal income taxation.

Section 18. Designation of Bonds Qualified Tax-Exempt Obligations. The Municipality hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2020 calendar year will be designated as "qualified tax-exempt obligations".

Section 19. Resolution a Contract; Amendments. The provisions of this Resolution shall constitute a contract between the Municipality and the Owner of the Bonds and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the Owner shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owner of all then outstanding Bonds has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights of the Owner. The laws of the State of Tennessee shall govern this Resolution.

Section 20. Remedies. Any Owner of the Bonds shall have such remedies as provided by Title 9, Chapter 21, Section 216, Tennessee Code Annotated, as amended.

Section 21. Failure to Present Bonds. In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Bond Registrar for the benefit of the Owner thereof, all liability of the Municipality to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Bond Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions in the State of Tennessee are authorized by law to close, then the payment of the interest on, or the principal of such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions in the State of Tennessee are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 23. No Action to be Taken Affecting Validity of the Bonds. The Board hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owner from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the Owner thereof for federal income tax purposes.

Section 24. Miscellaneous Acts. The Mayor, the City Clerk, the City Manager, the Finance Director, and all other appropriate officials of the Municipality, are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved, or

for the authorization, issuance, and delivery of the Bonds and for the redemption of the Outstanding Indebtedness.

Section 25. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Bonds.

Section 26. Partial Invalidity. If any one or more of the sections, paragraph, or provisions of this Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, as the case may be.

Section 27. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the Municipality requiring it.

Approved and adopted this 14th day of September, 2020.

Terry Jones, Mayor

Karen Findley, City Clerk

EXHIBIT A - FORM OF BOND

**Registered
No.** _____

**Registered
\$** _____

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MILLINGTON
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020**

Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF MILLINGTON, TENNESSEE (the "Municipality" or the "City"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Principal Payment Dates and in the Principal Amounts set forth on Exhibit A attached hereto and incorporated herein as fully as though copied, and to pay interest on said Principal Amounts from the date hereof, or such later date as to which interest has been paid, to the Principal Payment Dates set forth on Exhibit A, semiannually on May 1 and November 1 of each year, commencing May 1, 2021, at the Interest Rate per annum set forth on Exhibit A, with principal and interest being payable by wire transfer, check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the City Clerk maintained at the principal office of the City Clerk, Millington, Tennessee, or his or her successor as registrar and paying agent (the "Bond Registrar"), on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this bond under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and all installments of interest hereon, shall bear interest from and after their respective due dates at the same rate of interest payable on the principal hereof.

This Bond is authorized and issued pursuant to and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended. Section 9-21-117, Tennessee Code Annotated, as amended, provides that this Bond and the income therefrom shall be exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, transfer, and estate taxes, and except as otherwise provided in said Code.

This Bond is known as "General Obligation Refunding Bond, Series 2020" (the "Bond"), issued by the Municipality in the original principal amount of \$1,889,245. The Bond, which is issued for the purpose of providing funds to prepay the outstanding principal of that certain Loan Agreement, dated November 21, 2018, in the original amount of \$2,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance all or a portion of the costs of the construction, improvement, renovation, and equipping of the City's school system facilities, including but not limited to, building construction and improvements, building demolition, HVAC systems, roofing, fire and security upgrades, technology and communications system upgrades, and parking lots, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, and engineering costs incident thereto, and to pay costs incident to the financing thereof, which will be outstanding in the principal amount of \$1,865,000 (after the 11-1-2020 principal payment of \$69,000), and matures November 1, 2021 through November 1, 2038, and to pay costs of issuance in connection with the Bond, is authorized by appropriate resolutions of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen, adopted on September 14, 2020, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution as so amended or supplemented, being herein called the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of said Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to said Resolution and the Act, for a more complete statement of the terms and conditions upon which the Bond is issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This Bond is further issued pursuant to the provisions of that certain Bond Purchase Agreement, dated of even date herewith, by and between the Municipality and Security Bank and Trust, Paris, Tennessee, as the purchaser of the Bond (the "Bank"). This Bond shall be subject to the provisions set forth in the Bond Purchase Agreement.

The Bank, as the purchaser of the Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Bond for an additional term of eight (8) years upon such terms as may be mutually agreed upon by the Bank, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Bond to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the City and the Administrator, in writing, that it intends to put the Bond to the City for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional eight (8) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Bond by notice delivered to the City and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date.

"Scheduled Put Option Date" means initially the tenth anniversary of the date of the dated date of the Bond.

If the City agrees to the new interest rate, the Bank will cause to be provided to the City an amended Exhibit A showing the debt service schedule of this Bond with the revised interest payments and interest rate; provided, however, that the principal payments due on each principal payment date shall not be revised due to any rate adjustment. If the interest rate is changed or revised, Exhibit A attached hereto shall be accordingly revised and a new Exhibit A shall be attached hereto and incorporated herein.

This Bond is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. For the prompt payment of this Bond, both principal and interest, as the same shall become due, the full faith, and credit of the Municipality is hereby irrevocably pledged.

The Municipality has designated the Bond as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Subject to the provisions for registration and transfer contained herein and in the Resolution, this Bond is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this Bond. Upon any such transfer, the Municipality shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new fully registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate. For every exchange or transfer of bonds, whether temporary or definitive, the Municipality and the Bond Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid by the entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Bond Registrar may deem and treat the entity in whose name this Bond is registered as the absolute owner hereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of, and interest on, this Bond and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Municipality nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond is issuable only as a fully registered Bond, without coupons, in the denomination of \$1,889,245. At the principal office of the Bond Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, the Bond may be exchanged for an equal principal amount of bonds of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Bond shall not be subject to redemption prior to November 1, 2030. Thereafter, the Bond shall be subject to redemption, in whole, at the option of the City, upon thirty (30) days written notice to the Purchaser, at the price of par plus accrued interest to the date of redemption. Provided, further, the Municipality may pay additional principal payments on the Bond upon fifteen (15) calendar days' written notice to the Purchaser; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bond in addition to the regular principal payment may be paid in any twelve month period.

This Bond shall have all the qualities and incidents of, and shall be a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such Bond. This Bond is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to, and in the issuance of, this Bond in order to make this Bond a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee, and that this Bond and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE CITY OF MILLINGTON, TENNESSEE, by its Board of Mayor and Aldermen has caused this Bond to be executed by the manual signature of the Mayor and attested by the manual signature of the City Clerk, to have its official seal to be impressed or imprinted hereon, all as of _____, 2020.

EXHIBIT B – FORM OF BOND PURCHASE AGREEMENT

CITY OF MILLINGTON, TENNESSEE

AND

**SECURITY BANK AND TRUST,
PARIS, TENNESSEE**

BOND PURCHASE AGREEMENT

Dated: October ____, 2020

**\$1,889,245
GENERAL OBLIGATION REFUNDING BOND,
SERIES 2020**

BOND PURCHASE AGREEMENT

City of Millington, Tennessee
\$1,889,245
General Obligation Refunding Bond, Series 2020

THIS BOND PURCHASE AGREEMENT (the "Bond Purchase Agreement"), dated October ____, 2020, is by and between the CITY OF MILLINGTON, TENNESSEE, a municipal corporation duly organized and existing under the laws of the State of Tennessee (the "Municipality" or the "City"), and SECURITY BANK AND TRUST, Paris, Tennessee, a banking corporation (the "Purchaser" or the "Bank"):

Section 1. Background.

1.1 (a) The Municipality will issue its \$1,889,245 General Obligation Refunding Bond, Series 2020, dated the date of issuance and delivery (the "Refunding Bond"), for the purpose of prepaying the outstanding principal of that certain Loan Agreement, dated November 21, 2018, in the original amount of \$2,000,000 (the "Loan Agreement"), with a public building authority, the proceeds of such loan having been used by the Municipality to finance all or a portion of the costs of the construction, improvement, renovation, and equipping of the City's school system facilities, including but not limited to, building construction and improvements, building demolition, HVAC systems, roofing, fire and security upgrades, technology and communications system upgrades, and parking lots, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, and engineering costs incident thereto, and to pay costs incident to the financing thereof, which will be outstanding in the principal amount of \$1,865,000 (after the 11-1-2020 principal payment of \$69,000), and matures November 1, 2021 through November 1, 2038 (the "Outstanding Indebtedness"), and to pay costs of issuance in connection with the Refunding Bond;

(b) The Refunding Bond is issued pursuant to that certain resolution adopted by the Board of Mayor and Aldermen of the Municipality on September 14, 2020 (the "Resolution").

(c) In accordance with the Resolution, the proceeds of the Refunding Bond will be used on or before November 1, 2020, to prepay the Outstanding Indebtedness.

1.2 The Refunding Bond shall be in substantially the form set forth in the Resolution; shall be issuable as a fully registered bond, in the denomination of \$1,889,245; shall be dated the date of issuance and delivery; shall bear interest from such date payable semiannually on May 1 and November 1 of each year, with the first interest payment to be made on May 1, 2021; shall bear interest at the rate of __%, subject to adjustment as set forth below, and shall mature on the first day of November in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>
2021	\$ 75,245
2022	78,000
2023	81,000
2024	84,000
2025	87,000
2026	91,000
2027	94,000
2028	98,000
2029	99,000
2030	103,000
2031	108,000
2032	112,000
2033	117,000
2034	122,000
2035	127,000
2036	132,000
2037	138,000
2038	<u>143,000</u>
Total	\$ 1,889,245

The Bank, as the purchaser of the Refunding Bond, at its sole option, may (i) extend the Scheduled Put Option Date, as hereinafter defined, for purposes of the Refunding Bond for an additional term of eight (8) years upon such terms as may be mutually agreed upon by the Bank, the City, and the Tennessee Municipal Bond Fund (the "Administrator"), or (ii) put the Refunding Bond to the City for purchase on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the City and the Administrator, in writing, that it intends to put the Refunding Bond to the City for purchase on the next Scheduled Put Option Date, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional eight (8) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on no default under the Refunding Bond existing on the Scheduled Put Option Date.

Further, if the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, it may at its sole option, elect to modify the interest rate on the Refunding Bond by notice delivered to the City and the Administrator not less than one hundred eighty (180) days prior to the Scheduled Put Option Date.

"Scheduled Put Option Date" means initially the tenth anniversary of the date of the dated date of the Refunding Bond.

1.3 The Refunding Bond shall not be subject to redemption prior to November 1, 2030,. Thereafter, at the option of the City, upon thirty (30) days calendar days' written notice, to the Bank, the City may prepay the Refunding Bond, in full, at the price of par plus accrued interest to the date of redemption. Provided, further, the City may pay additional principal payments on the Refunding Bond upon fifteen (15) calendar days' written notice to the Bank; provided, however, no more than twenty percent (20%) of the outstanding principal of the Bonds in addition to the regular principal payment may be paid in any twelve month period.

1.4 The Refunding Bond is payable as to both principal and interest from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, or amount and for which the punctual payment of the principal of and interest on the Refunding Bond, the full faith and credit of the Municipality is irrevocably pledged.

Section 2. Representations and Warranties of the Municipality.

The Municipality represents and warrants to the Bank (which representations and warranties will survive the purchase and delivery of the Refunding Bond) that:

2.1 The Municipality is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee, and is authorized and empowered by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as the same may be from time to time supplemented and amended (the "Act"), and its Charter to enter into the transactions contemplated by this Bond Purchase Agreement and to carry out its obligations hereunder.

2.2 The Municipality has complied with the provisions of the Act and its Charter and has full power and authority to issue and sell the Refunding Bond as provided herein and in the Resolution and has full power and authority to enter into and has duly authorized the execution and delivery of the Resolution and this Bond Purchase Agreement.

2.3 The Resolution duly adopted by the Municipality and still in force and effect authorizes (1) the execution, delivery, and due performance of this Bond Purchase Agreement and the Refunding Bond, and (ii) the taking of any and all action as may be required on the part of the Municipality to carry out, give effect to and consummate the transactions contemplated by this Bond Purchase Agreement.

2.4 This Bond Purchase Agreement upon its effective date, will, assuming due execution by the other parties hereto, constitute a legal, valid, and binding obligation of the Municipality in accordance with its terms.

2.5 The Refunding Bond, when issued, delivered, and paid for as provided in this Bond Purchase Agreement is the valid and binding obligation of the Municipality enforceable in accordance with and entitled to the benefits and security of the Resolution and the other security therefor.

2.6 There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public Board or body pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality (or, to the knowledge of the Municipality, any basis therefor) wherein an unfavorable decision, ruling, or finding would adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or the validity of the Refunding Bond, the Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Municipality is a party and which is used or contemplated for use in the completion of the transactions contemplated hereby or (ii) the exclusion of interest on the Refunding Bond from gross income of the holders thereof for federal income tax purposes.

2.7 The execution and delivery of this Bond Purchase Agreement, the Refunding Bond, the Resolution, and the other agreements contemplated hereby and in compliance with the provisions thereof will not conflict with or constitute on the part of the Municipality a breach of or a default under any existing agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which it is or may be bound or, to the best knowledge of the Municipality, any law, regulation, order, or decree applicable to the Municipality, of any court, regulatory body or administrative body having jurisdiction over the Municipality or its Refunding Bond.

2.8 Any certificate signed by an authorized officer of the Municipality delivered to any other party hereto shall be deemed a representation and warranty by the Municipality to any such party as to the statements made by the Municipality herein.

2.9 No further approval, consent, authorization or order of, or filing, registration or declaration with, or withholding of objection on the part of, any court or regulatory body, federal, state or local, is required in connection with (i) the issuance and delivery of the Refunding Bond by the Municipality, or (ii) the execution or delivery of or compliance by the Municipality with the terms and conditions of this Bond Purchase Agreement, the Resolution, or the Refunding Bond.

2.10 The Municipality will apply the proceeds from the sale of the Refunding Bond as provided in and subject to all the terms of the Resolution and will observe all covenants of Municipality in such Resolution.

2.11 The Municipality will not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances will adversely affect the exclusion from gross income of the interest on the Refunding Bonds for federal tax purposes.

Section 3. Representations and Warranties of the Bank.

3.1 The Bank has received all necessary information with respect to the Municipality necessary in order to purchase the Refunding Bond.

3.2. The Resolution, the Refunding Bond, and this Bond Purchase Agreement have been approved by the Bank and contain the terms agreed to by the Bank.

3.3 The Bank has made its own independent investigation and evaluation of the financial position of the Municipality, or has caused such investigation and evaluation of the Municipality to be made by persons it deems competent to do so.

Section 4. Purchase, Sale, and Closing.

4.1 Subject to the terms and conditions herein set forth, the Municipality agrees to sell to the Bank and the Bank agrees to purchase from the Municipality the Refunding Bond in the principal amount of \$1,889,245 at the price of par.

The closing for the Refunding Bond (the "Closing") will be held on October ____, 2020 (the "Closing Date"). Payment for the Refunding Bond shall be made in a manner satisfactory to the Municipality and the Bank in immediately available funds (unless agreed upon otherwise by the Bank) against delivery to the Bank of the Refunding Bond purchased thereby. The Refunding Bond will be delivered at the Closing to the Bank.

4.2 The Bank's obligations to pay for the Refunding Bond and the obligations of the Municipality to issue the Refunding Bond are subject to the fulfillment of the following conditions at or before the Closing:

(a) The Municipality's representations hereunder are true as of the date hereof.

(b) The Resolution shall be in full force and effect and shall not have been amended or modified in any way which would adversely affect the Refunding Bond or the rights of any of

the Bank and there shall have been no material adverse change in the properties, business (financial or otherwise), or results of the operation of the Municipality since the date of the adoption of the Resolution.

(c) The Municipality shall not have defaulted in any of its respective covenants hereunder.

(d) The Refunding Bond and the Resolution, shall have been duly authorized, executed, and delivered in the form heretofore approved by the Bank with only such changes therein as the Bank and the other parties thereto shall mutually agree upon.

(e) The Bank shall have received or approved:

(i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Bank;

(ii) an opinion of counsel to the Municipality, dated as of the Closing, in form and substance satisfactory to the Bank;

(iii) copy of the executed Resolution; and,

(iv) closing certificates in forms satisfactory to the Bank.

(f) As of the date hereof there shall not be any litigation or proceeding pending or threatened challenging the validity of this Bond Purchase Agreement, the Resolution, the Refunding Bond, or any other attendant documents, impairing the ability of the Municipality to pay the Refunding Bond, or seeking to enjoin any of the transactions referred to therein, and the Bank shall have received a certificate or certificates to this effect.

Section 5. Miscellaneous.

5.1 No omission or delay by the Bank or the Municipality in exercising any right or power under this Bond Purchase Agreement will impair such right or power or be construed to be a waiver of any default or an acquiescence therein, any single or partial exercise of any such right or power will not preclude any other or further exercise thereof or the exercise of any other right, and no waiver will be valid unless in writing and signed by the Bank or, if a waiver of default is properly waivable by the Municipality, then signed by the Municipality and the Bank and then only to the extent specified. All remedies herein and by law afforded will be cumulative and will be available to the Bank and the Municipality until the Refunding Bond is paid in full.

5.2 This Bond Purchase Agreement and the rights and obligations of the parties hereunder shall not be assigned nor shall this Bond Purchase Agreement be amended without the written consent of the Bank and the Municipality.

5.3 A written notice required or permitted by this Bond Purchase Agreement may be delivered by depositing it in the United States mail, postage prepaid, as follows:

If to the Municipality:

City of Millington, Tennessee
7930 Nelson Road
Millington, Tennessee 38053
Attention: Mayor

If to the Bank:

Security Bank and Trust
210 W. Washington Street
Paris, Tennessee 38242
Attention: Brian Kissell

5.4 This Bond Purchase Agreement has been executed and delivered in the State of Tennessee and it is the intention of the parties hereto that such document shall be governed by and construed in accordance with the laws of such State.

5.5 All representations, warranties, and agreements of the Municipality shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Bank, and shall survive delivery of the Refunding Bond to the Bank.

5.6 This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

5.7 The officers of the Municipality shall not be personally liable for any amounts, costs, losses, damages, or liabilities caused or incurred by the Municipality, the Bank, this Bond Purchase Agreement, the Resolution, or any other document or certification whatsoever, or for the payment of any other sum or the performance of any obligation or covenant under any of the above.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their names and on their behalf as follows:

CITY OF MILLINGTON, TENNESSEE

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SECURITY BANK AND TRUST
Paris, Tennessee

By: _____

Title: _____

RESOLUTION 49-2020

A RESOLUTION TO AUTHORIZE THE CITY TO ACCEPT THE ACQUISITIONS OF REAL PROPERTY AND EASEMENTS IN ACCORDANCE WITH THE BIG CREEK WETLAND AND RECREATION AREA PROJECT

WHEREAS, Shelby County was awarded a grant from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant National Disaster Resilience (CDGB-NDR) Grant Contract No. B-13-US-47-002 and Tennessee Department of Economic and Community Development (TDEC), Contract No. 52802; and

WHEREAS, CDGB-NDR and TDEC funds have been awarded for disaster resilience efforts to improve conditions related to the 2011 Disaster declaration within the floodway of the Bick Creek Wetland and Recreation Area Project in Millington, Tennessee; and

WHEREAS, To facilitate the purpose of the Grant the acquisition of real property and easements as described in the attached Exhibit "A" will be necessary. The title to those properties and easements identified in Phase 1 - Recreation will be conveyed/granted only in the name of City of Millington and the title to all the other real properties and easements identified will be conveyed/granted in the name of City of Millington and County of Shelby, for the Use and Benefit of the Chickasaw Basin Authority; and

WHEREAS, The Mayor and Board of Alderman desire to take those actions as reasonably necessary to enable and cause the City of Millington to accept the acquisition of those properties and easements as described herein.

NOW, THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee that the City is authorized to accept the acquisitions of real property and easements in accordance with the Big Creek Wetland And Recreation Area Project identified in Exhibit A.

BE IT FURTHER RESOLVED, That the Mayor after consultation with and approval of the City Attorney is hereby authorized to execute any contracts, agreements, deeds and any and all other documents reasonably necessary and required to effectuate and consummate the acquisitions of real property and easements contemplated by this Resolution on behalf of the City of Millington at no cost to the City.

This Resolution is adopted as of the 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 50-2020

RESOLUTION APPOINTING MEMBERS TO THE MILLINGTON BOARD OF ZONING
APPEALS

WHEREAS, the Board of Mayor and Aldermen of the City of Millington has established the Millington Board of Zoning Appeals; and

WHEREAS, several members terms have expired and the Mayor wishes to appoint new members and reappoint another.

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

John Bandy, term ending August 31, 2025 (replacing Eugene Leach)
Jay Forbess, term ending August 31, 2025 (replacing Jim Brown)
Doug Scott, term ending August 31, 2024 (renewing)
John Perales, term ending August 31, 2025 (renewing)

This Resolution is adopted this 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 51-2020

RESOLUTION APPROVING AWARD OF BID 2021-3 INFLUENT PUMP STATION IMPROVEMENTS

WHEREAS, Bid # 2021-3 for Influent Pump Station Improvements for the wastewater treatment plant was issued, advertised, and due on September 11, 2020 at 10:00 AM; and

WHEREAS, Bids were received from three (3) companies:

Chris-Hill Constructions Co., LLC.	\$ 1,683,800.00
Haren Construction Company	\$ 1,982,000.00
Landmark Construction	\$ 2,780,000.00

; and

WHEREAS, Fisher Arnold reviewed each of the bids as well as the qualifications of each of the contractors and recommended that the City award this bid to Chris-Hill Constructions Co., LLC. who submitted a total bid of \$1,683,800.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that Bid # 2021-3 for Influent Pump Station Improvements, is awarded to the lowest and best bidder, Chris-Hill Constructions Co., LLC.

BE IT FURTHER RESOLVED That the Mayor and/or City Manager is hereby authorized to sign a contract and any related documents with Chris-Hill Constructions Co., LLC., at a lump sum not to exceed \$1,683,800.00 upon approval by the City Attorney.

This Resolution is adopted as of the 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 52-2020

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

WHEREAS, The safety and well-being of the employees of the City of Millington (hereinafter the "City") is of the greatest importance; and

WHEREAS, A recent review of loss statistics by our insurer, Public Entity Partners, indicates that a leading cause of workplace fatalities in Tennessee was motor vehicle accidents; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering assisting its members in driver training, driver safety and improvement technology, and other driver safety related items designed to reduce the liability and death exposure from vehicle operations; and

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

WHEREAS, The City now seeks to participate in this important program.

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 "Driver *Safety*" Matching Grant Program through 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 14th day of September, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk