

Monday, October 12, 2020

BOARD OF MAYOR AND ALDERMEN – REGULAR MEETING

6:00 PM

1. Prayer
2. Pledge Of Allegiance
3. Roll Call
4. Approval Of Agenda
5. Approve Minutes Of September 14, 2020

Documents:

[BMA MINUTES 9-14-20.PDF](#)

6. Millington Exchange Club – Police Officer Of The Year
7. Public Comments
8. 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 – Final Reading

Documents:

[ORDINANCE 2020-14 WENDYS REZONING.PDF](#)

9. Public Hearing – Ordinance 2020-15 Amending Chapter 1 Of Title 20 Of The Millington Municipal Code To Adopt The Shelby County Air Code
10. Consideration Of Ordinance 2020-15 Amending Chapter 1 Of Title 20 Of The Millington Municipal Code To Adopt The Shelby County Air Code – Final Reading

Documents:

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

11. Public Hearing – 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
12. 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 – Final Reading

Documents:

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

13. Public Hearing – Ordinance 2020-17 Repealing And Replacing Chapter 20 Of Title 14 Of The City Code On Stormwater Management And Pollution Control
14. Consideration Of Ordinance 2020-17 Repealing And Replacing Chapter 20 Of Title 14 Of The City Code On Stormwater Management And Pollution Control – Final Reading

Documents:

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

15. Public Hearing – Ordinance 2020-18 Amending The FY21 Budget For The Millington Municipal Schools
16. Consideration Of Ordinance 2020-18 Amending The FY21 Budget For The Millington Municipal Schools (Substitute Ordinance) – Final Reading

Documents:

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

17. Consideration Of Resolution 40-2020 Dismissing Uncollectible Taxes And Authorizing Removal Of Parcels From Tax Rolls (Amended)

Documents:

[RESOLUTION 40-2020 - DISMISS UNCOLLECTABLE TAXES.PDF](#)
[EXHIBIT A, B, C RESOLUTION 40-2020.PDF](#)

18. Consideration Of Resolution 53-2020 Approving New City Prosecutor

Documents:

[RESOLUTION 53-2020 APPROVING NEW CITY PROSECUTOR.PDF](#)

19. Consideration Of Resolution 54-2020 Ratifying Action Of City Mayor Contracting With Shelby County For Additional COVID-19 Funding

Documents:

[RESOLUTION 54-2020 RATIFYING ACTION OF CITY MAYOR FOR COVID19 CONTRACT WITH SHELBY COUNTY.PDF](#)
[ATTACHMENT RESOLUTION 54-2020.PDF](#)

20. Consideration Of Resolution 55-2020 Ratifying Action Of City Mayor Contracting With Fisher & Arnold, Inc. For Water Tank For South Water Plant

Documents:

[RESOLUTION 55-2020 RATIFYING ACTION OF CITY MAYOR FOR CONTRACT WITH FISHER ARNOLD TO DESIGN SOUTH WATER TANK.PDF](#)
[EXHIBIT RESOLUTION 55-2020.PDF](#)

21. Consideration Of Resolution 56-2020 Ratifying Action Of City Mayor Accepting Grant From Tennessee Highway Safety Office

Documents:

[RESOLUTION 56-2020 TN DEPT OF SAFETY GRANT.PDF](#)

22. Consideration Of Resolution 57-2020 Ratifying Action Of City Mayor Accepting COVID-19 Related Grant From Tennessee Office Of Criminal Justice Programs

Documents:

[RESOLUTION 57-2020 TN OCJP COVID-19 GRANT.PDF](#)

23. Consideration Of Resolution 58-2020 Authorizing Purchase Of Land For New North Water Treatment Plant

Documents:

[RESOLUTION 58-2020 AUTHORIZING PURCHASE OF LAND FOR NEW NORTH WATER TREATMENT PLANT.PDF](#)

24. Board Reports

25. 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
September 14, 2020

Call to Order, Prayer, and Pledge of Allegiance

The Board of Mayor and Aldermen of the City of Millington, TN met in regular session at Millington City Hall Chambers on Monday, September 14, 2020. The meeting was called to order at 6:11 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: Caruthers
Second: Crisp
Vote: Unanimous consent to approve
5. Approve Minutes of August 10, 2020 and August 27, 2020
Approve Minutes
Motion: McGhee
Second: Bell
Vote: Unanimous consent to approve
6. Public Comments
No comments.
Close Public Comments
Motion: McGhee
Second: Lowry
Vote: Unanimous consent to close
7. Consideration of Ordinance 2020-15 Amending Chapter 1 of Title 20 of the Millington Municipal Code to Adopt the Shelby County Air Code - First Reading
Approve Ordinance 2020-15
Motion: Huffman
Second: Lowry
Vote: Unanimous vote to approve on first reading
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
Approve Ordinance 2020-16
Motion: McGhee
Second: Caruthers
Vote: Unanimous vote to approve on first reading
9. Consideration of Ordinance 2020-17 Repealing and Replacing Chapter 20 of Title 14 of the City Code on Stormwater Management and Pollution Control - First Reading
Approve Ordinance 2020-17
Motion: Bell
Second: Crisp
Vote: Unanimous vote to approve on first reading
10. Consideration of Ordinance 2020-18 Amending the FY21 Budget for the Millington Municipal Schools - First Reading
It was noted that the accounts are not balanced, and MMS CMFO, Kyle Wright, said that this would be revised before final reading.
Approve Ordinance 2020-18
Motion: McGhee
Second: Huffman
Vote: Unanimous vote to approve on first reading

11. Consideration of Resolution 48-2020 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
Approve Resolution 48-2020
Motion: Lowry
Second: Crisp
Vote: Unanimous consent to approve
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
Approve Resolution 49-2020
Motion: Caruthers
Second: McGhee
Vote: Unanimous consent to approve
13. Consideration of Resolution 50-2020 Appointing Members to the Millington Board of Zoning Appeals
Approve Resolution 50-2020
Motion: McGhee
Second: Bell
Vote: Unanimous consent to approve
14. Consideration of Resolution 51-2020 Approving Award of Bid 2021-3 Influent Pump Station Improvements
Chris Hill Construction was awarded the bid with a contract not to exceed \$1,683,800.00
Approve Resolution 51-2020
Motion: Huffman
Second: Lowry
Vote: Unanimous consent to approve
15. Consideration of Resolution 52-2020 Authorizing the City of Millington to Participate in the “Driver Safety” Matching Grant Program Through Public Entity Partners
Approve Resolution 52-2020
Motion: Lowry
Second: Bell
Vote: Unanimous consent to approve

Board Reports

Mayor Jones announced that the City had just been awarded an addition \$200,000.00 from the CARES grant. Mr. McGhee said that the Airport Authority had a virtual meeting tomorrow. Mr. Caruthers gave an update from the Planning Commission. Chief Graves announced that the “Hose Uncoupling Ceremony” for the new Fire Station #2 would be Tuesday, October 13th at 4 pm.

Adjourn

There being no further business, the meeting was adjourned at 6:30pm.

These minutes are approved as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2020-14

ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF
MILLINGTON, TENNESSEE TO CHANGE THE ZONING FROM R-2 RESIDENTIAL
TO B-2 GENERAL COMMERCIAL

WHEREAS, The Tennessee Code Annotated Statutes, as amended, Title 13, grants municipalities and counties the authority to provide for the planning, and;

WHEREAS, the Planning Commission approved a Proposed Zoning Plan and adopted Resolution 2019-1 which recommended the Board of Mayor and Aldermen adopt the Proposed Zoning Map as the Official Zoning Map of the City of Millington, Tennessee, and;

WHEREAS, a Public Hearing was held at the Board of Mayor and Aldermen meeting on March 11, 2019 and the Proposed Zoning Plan was adopted as the Official Zoning Map by the Board of Mayor and Aldermen at their meeting on May 13, 2019, and;

WHEREAS, a request to rezone 0.1 acres of land located on Martha Street (as further described in Attachment A) from R-2 Residential to B-2 General Commercial District was recommended for rejection by the Planning Commission at their meeting on July 20, 2020.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the 0.1-acre property as described in Attachment A, be rezoned from R-2 Residential to B-2 General Commercial District.

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

Public Hearing: August 10, 2020
First Reading: August 10, 2020
Final Reading: October 12, 2020

Terry G. Jones, Mayor

Karen Findley, City Clerk

ATTACHMENT A

A portion of lot 37 of the E. A. Harrold Subdivision, First Edition recorded in book 17 page 49, parcel M0115I H00047.

BEGINNING at a point of intersection of the east line of Martha Avenue (name as shown on the plat) and a unnamed and unimproved Alley to the rear of the lots that front on Susan Avenue; thence north with the east line of Martha Avenue 99.37 feet to a point at the southwest corner of lot 13 of said subdivision; thence east 85.5 feet to the west line of the unnamed alley; thence southwest along the west line of the unnamed alley to the point of **BEGINNING**.

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: October 12, 2020
First Reading: September 14, 2020
Final Reading: October 12, 2020

Terry Jones, Mayor

Karen Findley, City Clerk

ORDINANCE 2020-16

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

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: October 12, 2020
First Reading: September 14, 2020
Final Reading: October 12, 2020

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	\$ 25,465,056	\$ 25,465,056
Federal Projects Fund	\$ 2,890,193	\$ 2,890,193
School Cafeteria Fund	\$ 1,678,861	\$ 1,678,861
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: October 12, 2020
First Reading: September 14, 2020
Final Reading: October 12, 2020

Terry Jones, Mayor

Karen Findley, City Clerk



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

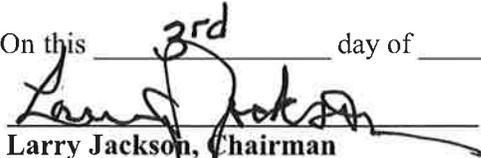
WHEREAS, T.C.A. § 49-2-301(W)(i) provides that the budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and (ii) that any change in the expenditure 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>
Revenues					
177	44990	Other Local Sources	750,000.00	(185,715.00)	564,285.00
Total Revenues			750,000.00	(185,715.00)	564,285.00
Expenditures					
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
Total Expenditures			450,000.00	576,211.39	761,926.39



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

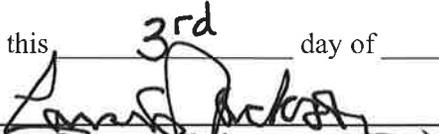
WHEREAS, T.C.A. § 49-2-301(W)(i) provides that the budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and (ii) that any change in the expenditure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

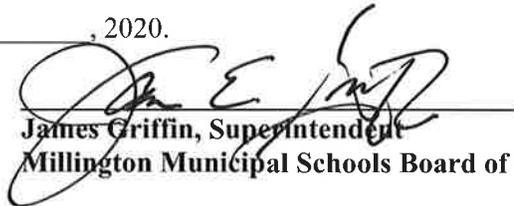
WHEREAS, it is necessary to amend the Fiscal Year 2020-2021 budget and appropriate said funds as reflected as described below;

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>
<u>Revenues</u>					
-	-	-	-	-	-
<u>Total Revenues</u>			<u>-</u>	<u>-</u>	<u>-</u>
<u>Expenditures</u>					
141	72250	Other Equipment	17,900.00	72,816.00	90,716.00
<u>Total Expenditures</u>			<u>17,900.00</u>	<u>72,816.00</u>	<u>90,716.00</u>



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

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 General Purpose Fund from \$25,372,348 to \$25,465,056; amending the aggregate budgeted expenditures in the Federal Projects Fund from \$2,834,480 to \$2,890,193; and amending the aggregate budgeted expenditures in the School Nutrition Fund from \$1,662,044 to \$1,678,861. 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 Fund** – The budget is being revised to reflect the current allocations for various grants received by the district. Additionally, per instruction from the City of Millington, the budget has been revised to ensure budgeted revenues exactly match budgeted expenditures.
2. **Federal Programs Fund** – Per instruction from the City of Millington, the budget has been revised to ensure budgeted revenues exactly match budgeted expenditures.
3. **School Nutrition Fund** – Per instruction from the City of Millington, the budget has been revised to ensure budgeted revenues exactly match budgeted expenditures.

On this _____ day of _____, 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**

	Original Budget as of 1 JUL 2020	Budget Amendment 1 as of 6 JUL 2020	Budget Amendment 3 as of 3 AUG 2020	Budget Amendment 5 as of 8 SEP 2020	Budget Amendment 8 as of 5 OCT 2020	Revised Budget as of 8 SEP 2020
REVENUES / SOURCE OF FUNDS						
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	-	-	-	-	92,708	92,708
TOTAL SOURCE OF FUNDS	\$ 25,372,348	\$ -	\$ -	\$ -	\$ 92,708	\$ 25,465,056
EXPENDITURES						
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	-	-	-	(121)	894,146
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 # 72610,72620,76100)	2,432,964	-	-	50,000	-	2,482,964
Community Service (Acct # 73400)	566,354	-	-	-	33,219	599,573
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	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 25,209,142	\$ 100,000	\$ 72,816	\$ 50,000	\$ 33,098	\$ 25,465,056



**Millington Municipal School District
General Purpose Fund Amendment Detail**

<u>Fund</u>	<u>Account</u>	<u>Line Item Description</u>	<u>Current Budget</u>	<u>Budget Amendment 8</u>	<u>Revised Budget</u>
Revenues					
-	-	-	-	-	-
Total Revenues			<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
141	72120	Supervisor/Director	57,271.00	(0.02)	57,270.98
141	72120	Other Salaries & Wages	-	-	-
141	72120	Social Security	3,551.00	(0.20)	3,550.80
141	72120	State Retirement	6,288.00	(1,173.70)	5,114.30
141	72120	Life Insurance	181.00	0.43	181.43
141	72120	Medical Insurance	-	-	-
141	72120	Employer Medicare	830.00	0.43	830.43
141	72120	Retire Hyb Stabilization	-	-	-
141	72120	Travel	-	-	-
141	72120	Other Contracted Services	-	2,629.00	2,629.00
141	72120	Other Supplies & Materials	5,000.00	(22.81)	4,977.19
141	72120	In-Service/Staff Development	5,500.00	(4,000.00)	1,500.00
141	72120	Other Charges	-	-	-
141	72120	Health Equipment	2,500.00	1,445.87	3,945.87
141	73400	Teachers	164,785.00	(0.14)	164,784.86
141	73400	Clerical Personnel	1,000.00	-	1,000.00
141	73400	Clerical Personnel	3,000.00	(3,000.00)	-
141	73400	Educational Assistants	37,140.00	(1.29)	37,138.71
141	73400	Other Salaries & Wages	16,910.00	(1,035.46)	15,874.54
141	73400	Other Salaries & Wages	18,000.00	(18,000.00)	-
141	73400	Social Security	-	12,076.25	12,076.25
141	73400	State Retirement	-	18,557.96	18,557.96



**Millington Municipal School District
General Purpose Fund Amendment Detail**

EXHIBIT 1
Exhibit B

141	73400	Life Insurance	-	779.48	779.48
141	73400	Medical Insurance	-	27,052.20	27,052.20
141	73400	Employer Medicare	-	2,988.68	2,988.68
141	73400	Retire Hyb Stabilization	-	960.00	960.00
141	73400	Contracted Substitutes Certifi	2,939.00	(1,439.00)	1,500.00
141	73400	Contracted Substitutes Certifi	2,939.00	(2,939.00)	-
141	73400	Contracted Substitutes Certifi	2,131.00	(1,781.00)	350.00
141	73400	Instructional Supplies & Mater	1,900.00	(700.00)	1,200.00
141	73400	Other Supplies & Materials	-	200.00	200.00
141	73400	Other Charges	500.00	(500.00)	-
141	72120	Other Charges	1,500.00	1,000.00	2,500.00
<u>Total Expenditures</u>			<u>333,865.00</u>	<u>33,097.68</u>	<u>366,962.68</u>



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

	Original Budget as of 1 JUL 2020	Budget Amendment 1 as of 6 JUL 2020	Budget Amendment 6 as of 8 SEP 2020	Budget Amendment 7 as of 5 OCT 2020	Budget Amendment 8 as of 5 OCT 2020	Revised Budget as of 5 OCT 2020
<u>REVENUES / SOURCE OF FUNDS</u>						
City of Millington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State	-	-	-	-	-	-
Federal (Acct # 47131-47590)	1,921,699	-	805,062	63,432	-	2,790,193
County	-	-	-	-	-	-
Other Local Sources	-	-	-	-	-	-
Indirect Cost/Transfers In and Out	-	100,000	-	-	-	100,000
Donations	-	-	-	-	-	-
Debt Issuance/Recovery	-	-	-	-	-	-
Planned use of fund balance	-	-	-	-	-	-
TOTAL SOURCE OF FUNDS	\$ 1,921,699	\$ 100,000	\$ 805,062	\$ 63,432	\$ -	\$ 2,890,193
<u>EXPENDITURES</u>						
Instruction (Acct # 71100-71300)	\$ 1,064,530	\$ -	\$ 507,390	\$ 63,666	\$ -	\$ 1,635,586
Instructional Support (Acct # 72210-72230)	781,833	-	217,919	-	-	999,752
Student Support (Acct # 72120, 72130)	27,560	-	59,651	(4,465)	-	82,746
Office of the Principal	-	-	-	-	-	-
General Administration	-	-	-	-	-	-
Education Technology (Acct # 72250)	-	-	8,600	-	-	8,600
Fiscal Services	-	-	-	-	-	-
Other Support Services	-	-	-	-	-	-
Student Transportation (Acct # 72710)	-	-	6,000	-	-	6,000
Plant Services (Acct # 72620)	-	-	86,256	-	-	86,256
Community Service (Acct # 73400)	-	-	-	-	-	-
Food Service (Acct # 73100)	-	-	7,000	-	-	7,000
Indirect Cost/Transfers Out (Acct# 99100)	-	47,903	(42,154)	2,791	-	8,540
Debt Service	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Contingency	-	-	-	-	55,713	55,713
TOTAL EXPENDITURES	\$ 1,873,923	\$ 47,903	\$ 850,662	\$ 61,992	\$ 55,713	\$ 2,890,193



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

	Original Budget as of 1 JUL 2020	Budget Amendment 4 as of 8 SEP 2020	Budget Amendment 8 as of 5 OCT 2020	Revised Budget as of 8 SEP 2020
<u>REVENUES / SOURCE OF FUNDS</u>				
City of Millington	\$ -	\$ -	\$ -	\$ -
State (Acct # 46520)	16,500	-	-	16,500
Federal (Acct # 47111, 47112, 47114)	1,520,551	58,650	-	1,579,201
County	-	-	-	-
Other Local Sources (Acct # 43522,43525,44110,44570)	83,160	-	-	83,160
Indirect Cost/Transfers In and Out	-	-	-	-
Donations	-	-	-	-
Debt Issuance/Recovery	-	-	-	-
Planned use of fund balance	-	-	-	-
TOTAL SOURCE OF FUNDS	\$ 1,620,211	\$ 58,650	\$ -	\$ 1,678,861
<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 (Acct # 73100)	1,603,394	58,650	-	1,662,044
Indirect Cost/Transfers In and Out	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Contingency	-	-	16,817	16,817
TOTAL EXPENDITURES	\$ 1,603,394	\$ 58,650	\$ 16,817	\$ 1,678,861

RESOLUTION 40-2020

RESOLUTION DISMISSING UNCOLLECTIBLE TAXES AND AUTHORIZING
REMOVAL OF PARCELS FROM TAX ROLLS

WHEREAS, the Shelby County Trustee has determined that the 5 parcels listed on Exhibit A with tax totaling \$798.81 are “Out of Business” and should be dismissed as uncollectable. Additionally, all interest, penalties, and associated costs should be dismissed with the tax; and

WHEREAS, the Shelby County Trustee has determined that the 3 parcels listed on Exhibit B with tax totaling \$320.67 are “Statute of Limitations” and should be dismissed as uncollectable. Additionally, all interest, penalties, and associated costs should be dismissed with the tax; and

WHEREAS, the Shelby County Trustee has determined that the 6 parcels listed on Exhibit C with tax totaling \$750.75 “Out of Business” and should be dismissed as uncollectable. Additionally, all interest, penalties, and associated costs should be dismissed with the tax.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the personal property taxes for the parcels shown on Exhibit A, Exhibit B, and Exhibit C to this Resolution, and all interest, penalties and cost related thereto are dismissed as to each of the taxpayers listed on Exhibit A, Exhibit B, and Exhibit C.

BE IT FURTHER RESOLVED, that the Mayor be authorized to perform such acts and give such notice to the County Assessor, County Trustee or other tax collector necessary to dismiss the taxes set out on Exhibit A, Exhibit B, and Exhibit C together with all interest, penalties and costs related thereto, and to remove the tax parcels listed on Exhibit A, Exhibit B, and Exhibit C from the tax rolls.

This Resolution is adopted this 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

Exhibit A

UNCOLLECTABLE TAXES FOR MILLINGTON

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
5014-9	2028	17019400000000	2009	COOLING TECHNOLOGIES	8010 HORNET AVE	299	Out of Business	\$183.76
5015-1	2011	17019400000000	2010	COOLING TECHNOLOGIES	8010 HORNET AVE	299	Out of Business	\$216.97
		17019400000000	2011	COOLING TECHNOLOGIES	8010 HORNET AVE	299	Out of Business	\$256.09
		25547700000000	2018	SWOON FUDGE CO LLC	7969 B	299	Out of Business	\$7.50
		25547700000000	2019	SWOON FUDGE CO LLC	7969 B	299	Out of Business	\$134.49
Total Parcels			5	Total Tax:				\$798.81

Exhibit B

UNCOLLECTABLE TAXES FOR MILLINGTON

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
5013-8	2832	17019400000000	2008	COOLING TECHNOLOGIES	8010 HORNET AVE	298	Statute of Limitations	\$148.34
5013-8	3899	18634500000000	2008	LYNN'S A/C & HEAT	7894 HARROLD ST	298	Statute of Limitations	\$4.43
5013-8	1127	11889000000000	2008	MILLINGTON LAUNDRY CLEANERS	5135 EASLEY	298	Statute of Limitations	\$167.90
Total Parcels			3	Total Tax:				\$320.67

Exhibit C

UNCOLLECTABLE TAXES FOR MILLINGTON

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
5015-1	1383	14751200000000	2010	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$73.43
		14751200000000	2011	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$86.72
		14751200000000	2012	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$104.06
		14751200000000	2013	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$154.22
		14751200000000	2014	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$162.03
		14751200000000	2015	FOREVER TAN	4808 NAVY RD	300	Out of Business	\$170.29
Total Parcels			6	Total Tax:				\$750.75

RESOLUTION 53-2020

RESOLUTION TO APPROVE NEW CITY PROSECUTOR

WHEREAS, the City of Millington has a City Prosecutor who handles cases for the City of Millington in the Millington City Court; and

WHEREAS, the City Attorney has authority and supervisory responsibility over the position; and

WHEREAS, the former City Prosecutor, David Lakin, recently resigned; and

WHEREAS, the City desires to replace David Lakin with the approval of the Mayor and City Manager with Rhea Clift.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Millington approve the hiring of Rhea Clift as the new City Prosecutor at the rate of \$150.00 per hour, effective October 13, 2020.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 54-2020

RESOLUTION RATIFYING ACTION OF CITY MAYOR CONTRACTING WITH SHELBY COUNTY FOR
ADDITIONAL COVID-19 FUNDING

WHEREAS, Resolution 32-2020 authorized a contract with Shelby County to provide \$355,000.00 in COVID-19 grant funding to the City; and

WHEREAS, The Shelby County Commission subsequently approved an additional \$200,100.00; and

WHEREAS, The County requested an amendment to the first contract that is with all the suburban municipalities and would not release any funds until all had signed; and

WHEREAS, The City Attorney reviewed the contract amendment and recommended that the Mayor sign to accept the grant revenue and then obtain Board ratification.

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the action of Terry Jones, in his capacity as City Mayor of the City of Millington, in signing the Grant Contract with Shelby County, a copy of which is attached hereto, is ratified and approved.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

**Amendment to Agreement
By and Between
SHELBY COUNTY, TENNESSEE;
THE CITY OF ARLINGTON, TENNESSEE;
THE CITY OF BARTLETT, TENNESSEE;
THE CITY OF COLLIERVILLE, TENNESSEE;
THE CITY OF GERMANTOWN, TENNESSEE;
THE CITY OF LAKELAND, TENNESSEE; AND
THE CITY OF MILLINGTON, TENNESSEE**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2020, by and between Shelby County Government (hereinafter "County") and the cities of Arlington, Bartlett, Collierville, Germantown, Lakeland, and Millington, Tennessee (hereinafter "Municipalities" or "municipality" as applicable) (collectively the "Parties"); and

WHEREAS, the parties previously entered into an Interlocal Agreement, County Contract No. CA2100225 (hereinafter "Agreement") on July 7, 2020, for the provision of Coronavirus Aid, Relief, and Economic Security Act funding to cover each local government's expenses incurred as a result of the public health emergency with respect to COVID-19; and

WHEREAS, the Agreement provides grand funds for expenses related incurred as a result of COVID-19 were for a sum total of not to exceed Six Million, Fifty-Six Thousand and 00/100 (\$6,056,000.00); and

WHEREAS, Shelby County is prepared to provide additional funding to further respond to and mitigate the impact of COVID-19 in an amount not to exceed \$3,400,000.00, divided among the municipalities consistent with the population percentages provided in the original Agreement; and

WHEREAS, the parties now desire to enter into this Amendment to increase the sum total grant amount to the Municipalities, leaving all other terms of the Agreement in place.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The total cost for this Amendment shall not exceed Three Million Four Hundred Thousand 00/100 (\$3,400,000.00) Dollars for the purposes specifically outlined in the original Agreement and payable in accordance with the terms of the original Agreement, bringing the total amended contracted amount to Nine Million Four Hundred Fifty-Six Thousand and 00/100 (\$9,456,000.00) Dollars.

2. The Municipalities shall not be permitted or authorized to expend funds granted herein outside the scope and authority granted by the original Agreement.
3. Section 3. Available Funds is amended to replace the existing Table 1 with the following Table:

Jurisdiction	Population	Percentage of County Population	1st Grant Award	2nd Grant Award
Arlington	13,217	1.41%	\$433,000	\$243,000
Bartlett	59,132	6.32%	\$1,937,000	\$1,087,400
Collierville	50,458	5.39%	\$1,652,000	\$927,900
Germantown	38,789	4.15%	\$1,272,000	\$713,300
Lakeland	12,416	1.33%	\$407,000	\$228,300
Millington	10,884	1.16%	\$355,000	\$200,100
Jurisdiction Total		19.76%	\$6,056,000	\$3,400,000
Total Municipal Grants				(9,456,000)

4. Section 2. Term is amended to replace the existing language with the following language:

Section 2. Term

This Agreement shall commence upon execution by all Parties and shall end December 30, 2020, the final date that the funds may be utilized. Any funds not spent by a municipality by November 1, 2020 shall be disbursed back to Shelby County on November 2, 2020 for other use in response to the COVID-19 pandemic unless the municipality submits to Shelby County in writing regarding an anticipated and permissible use of such funds to occur before December 30, 2020.

4. This Amendment shall be subject to and contingent upon approval for the funding of this Amendment by the Board of County Commissioners.
5. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2020.

APPROVED AS TO FORM:
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

Marlinee Iverson
Shelby County Attorney

Lee Harris
Shelby County Mayor

CITY OF ARLINGTON, TENNESSEE

Gerald Lawson
Arlington City Attorney

Mike Wissman
Mayor of Arlington

CITY OF BARTLETT, TENNESSEE

Edward J. McKenney, Jr.
Bartlett City Attorney

A. Keith McDonald
Mayor of Bartlett

CITY OF COLLIERVILLE, TENNESSEE

Nathan Bicks
Collierville City Attorney

Stan R. Joyner
Mayor of Collierville

CITY OF GERMANTOWN, TENNESSEE

Mac McCarroll
Germantown City Attorney

Mike Palazzolo
Mayor of Germantown

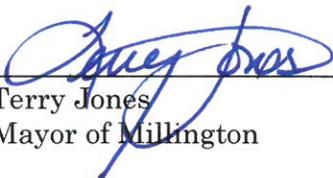
CITY OF LAKELAND, TENNESSEE

Will Patterson
Lakeland City Attorney

Mike Cunningham
Mayor of Lakeland

CITY OF MILLINGTON, TENNESSEE

Gerald Lawson
Millington City Attorney


Terry Jones
Mayor of Millington

RESOLUTION 55-2020

RESOLUTION RATIFYING ACTION OF CITY MAYOR CONTRACTING WITH FISHER & ARNOLD, INC.
FOR WATER TANK FOR SOUTH WATER PLANT

WHEREAS, The separation of the city's two water plants as part of the Big Creek Bridge Replacement Project identified a serious pressure issue with our water system south of Big Creek; and

WHEREAS, It was determined that the best solution is add an elevated water storage tank at the South Plant; and

WHEREAS, It was deemed important to move forward with haste to design the elevated water storage tank; and

WHEREAS, After consultation by the City Manager with individual Aldermen, the City Manager recommended approval of a contract with Fisher & Arnold, Inc., our regular engineers for water and sewer systems for the design; and

WHEREAS, The Mayor signed the contract on September 21, 2020 in the amount of \$85,000.00 for the purposes above.

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the action of Terry Jones, in his capacity as City Mayor of the City of Millington, in signing the Design Contract with Fisher & Arnold, Inc., a copy of which is attached hereto, is ratified and approved.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between The City of Millington ("Client") and Fisher & Arnold, Inc. ("Engineer"). Engineer agrees to provide the services described below to Client for the South Water Treatment Facility Elevated Water Storage Tank and Control Modification ("Project"). The basic scope of services provided by the Engineer will be all site surveying, determination of overall elevated tank height, design of interconnection of new elevated tank to existing water treatment plant piping and water distribution system, all necessary high service pump control modification, all necessary electrical improvements for tank lighting, power supply and level monitoring/control, all required geotechnical engineering and soils investigations and borings, all required engineering for ancillary structures and/or appurtenances necessary for the functioning of the elevated tank, developing and submitting to TDEC permits normally required for the construction of an elevated tank including SWPPP, NOI, and Division of Water Supply, development detailed technical drawings and specifications for use by the Client in obtaining competitive bids, assisting the Client during the bidding process, answering bidders questions and issuing addendum(s) as necessary, conducting bid opening, review of all bids tendered and making recommendation of award to Client. These services shall be provided to the Client for a lump sum fee of **\$85,000.00**.

Client and Engineer further agree as follows:

1. Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Client shall pay Engineer for such Services as set forth in Paragraph 10.

2. Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice based on a percentage complete in accordance with Engineer's standard invoicing practices and submit the invoice to Client.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition,

Engineer may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In the event the account or any portion thereof remains unpaid Sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

3. Additional Services

- A. When authorized by the Client due to changes in the Project, Engineer shall furnish services in addition to those set forth above. Client and Engineer agree that authorization should be in writing with a mutually agreed upon estimated cost of these additional services provided by Engineer.

4. Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - (1) upon seven days written notice if Engineer believes that Engineer is being requested by Client to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - (2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - (3) Engineer shall have no liability to Client on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.A.1.a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Client effective upon 30 days written notice.
- B. The terminating party under paragraphs 4.A.1. or 4.A.2. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5. Governing Law and Jurisdiction

- A. The Client and the Engineer agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Tennessee.
- B. It is further agreed that any legal action between the Client and the Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Tennessee.

6. Successors, Assigns, and Beneficiaries

- A. Client and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by paragraph 6.B. the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7. General Considerations

- A. Engineer shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Client agrees to make no delay claim or other related claims against Engineer provided that the Engineer has exercised reasonable diligence in the execution of its services. Engineer makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement. Engineer disclaims any responsibility for any plans, specifications, estimates, reports, surveys, tests or other documents or instruments, or any part thereof, prepared by Contractor's or Client's separate consultants, and the Engineer's liability to Client shall be limited to those documents, information and specification prepared by and services rendered by Engineer or its employees, agents, contractors and consultants. Client further acknowledges that reports concerning concealed conditions as well as investigations depict only conditions at the specific site. Accordingly, Engineer shall not be liable or responsible for anticipating conditions that are not depicted in information furnished by the Client's separate consultants or other sources of information concerning existing conditions at the applicable Project site.
- B. Engineer shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since they are solely the responsibility of others. Engineer shall not be responsible for any party's failure to perform the Work in accordance with the requirements of the Contract documents. Engineer will not have control over or charge of and will not be responsible for acts or omissions of any persons or entities performing portions of the Work.

- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of Engineer.
- E. Engineer shall not be liable for equipment failures, manufacturing defects, power outages, loss of production, schedules, or other failures, nor any cost to the Client caused by circumstances related to such failures.
- F. Any opinion of probable construction cost prepared by the Engineer represents the judgment of design professionals and is supplied for general guidance only. Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost.
- G. All design documents prepared or furnished by Engineer are instruments of service for use as intended on the Project, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Reuse of any design documents without Engineer's written permission is prohibited and shall be at the Client's sole risk without any liability or legal exposure to the Engineer.
- H. The Engineer agrees to indemnify and hold harmless Client from any and all damages, liability or cost, including reasonable attorney's fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement.
- I. To the fullest extent permitted by law, Engineer and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Consequential damages include, but are not limited to, loss of profits, loss of revenues, loss of business and of business operations, reduced rental or market values, increased insurance costs, increased energy, water and other operational costs, unrealized tax incentives, credits, deductions, and/or rebates. Engineer and Client agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of the provision.
- J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8. **(Omitted)**

9. **Total Agreement**

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated appendix) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. (Omitted)

10. Payment (Lump Sum Basis)

Using the procedures set forth in paragraph 2, Client shall pay Engineer as follows:

1. A lump sum amount for the Design Phase as mutually agreed upon and authorized by Client, and as described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the later of the two signature dates below.

CLIENT:

By: 

Title: Mayor

Date Signed: 9/21/2020

Address for giving notices:

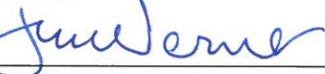
City of Millington

7930 Nelson Street

Millington, TN 38053

Revised: 09-04-2020

ENGINEER:

By: 

Title: Senior Vice President

Date Signed: 9/9/2020

Address for giving notices:

Fisher & Arnold, Inc.

9180 Crestwyn Hills Drive

Memphis, TN 38125

RESOLUTION 56-2020

RESOLUTION RATIFYING ACTION OF CITY MAYOR ACCEPTING GRANT FROM
TENNESSEE HIGHWAY SAFETY OFFICE

WHEREAS, The Tennessee Highway Safety Office, a part of the Tennessee Department of Safety and Homeland Security, works closely with local law enforcement agencies to reduce the number of fatalities, injuries, and related economic losses resulting from traffic crashes on roadways; and

WHEREAS, Local law enforcement agencies can apply and receive grants every year for programs to help with traffic enforcement; and

WHEREAS, The Millington Police Department has applied for and received a grant in the amount of \$5,000 to be used for high visibility enforcement of Tennessee traffic safety laws; and

WHEREAS, The State sent the contract to the city after the September Board of Mayor and Aldermen meeting and requested its return prior to our October meeting; and

WHEREAS, The Mayor signed the State Grant Agreement on September 25, 2020.

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the action of Terry Jones, in his capacity as City Mayor of the City of Millington, in signing the Grant Contract with the State of Tennessee is ratified and approved.

BE IT FURTHER RESOLVED, that the grant in the amount of \$5,000 be accepted.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 57-2020

RESOLUTION RATIFYING ACTION OF CITY MAYOR ACCEPTING COVID-19
RELATED GRANT FROM TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS

WHEREAS, The Tennessee Office of Criminal Justice Programs works closely with local law enforcement agencies in a number of ways and this year has offered grants related to COVID-19; and

WHEREAS, Local law enforcement agencies can apply and receive these grants to assist in obtaining personal protective equipment; and

WHEREAS, The Millington Police Department has applied for and received a grant in the amount of \$10,000; and

WHEREAS, The State sent the contract to the city after the September Board of Mayor and Aldermen meeting and requested its return prior to our October meeting; and

WHEREAS, The Mayor signed the State Grant Agreement on September 25, 2020.

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the action of Terry Jones, in his capacity as City Mayor of the City of Millington, in signing the Grant Contract with the State of Tennessee is ratified and approved.

BE IT FURTHER RESOLVED, that the grant in the amount of \$10,000 be accepted.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk

RESOLUTION 58-2020

RESOLUTION AUTHORIZING PURCHASE OF LAND FOR NEW NORTH WATER TREATMENT PLANT

WHEREAS, The city's north water treatment plant has far exceeded its life expectancy;
and

WHEREAS, A new water treatment plant north of Big Creek is necessary in order to meet the current needs of the city and to provide necessary water pressure and flow for development; and

WHEREAS, The city has identified a preferred site (northeast of Homer Skelton Ford) with 54.05 acres of undeveloped land, including approximately 135 feet of frontage on US Highway 51 and known as tax parcels M0106 00178 and M0106 00060; and

WHEREAS, It is necessary to acquire the land in order to design the plant.

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the Mayor and/or city Manager are authorized to negotiate for the purchase of the land at a cost not to exceed \$5,000.00 per acre.

BE IT FURTHER RESOLVED, That the Mayor with the approval of the City Attorney is authorized to execute a purchase contract for the aforementioned parcels if agreement to purchase is reached with the seller.

This Resolution is adopted as of the 12th day of October, 2020.

Terry G. Jones, Mayor

Karen Findley, City Clerk