

Millersville Board of Commissioners - Regular Commission Meeting
AGENDA
For Tuesday, August 20, 2024, at 6:00 P.M.
at Millersville City Hall

- 1. Call to Order.**
- 2. Invocation and Pledge of Allegiance.**
- 3. Approval of Minutes for July 16, 2024, Regular Commission Meeting.**
- 4. Review and Discuss GNRC.**
- 5. EFT proposed Resolution** for discussion and approval.
- 6. ADP Time Clock** - Discuss and Vote on purchase for Public Works as requested by Jerry Schrader.
- 7. Planning – Andrew Pieri Agenda Items for First Reading**
 1. Final Plat Approval – Ryan Homes Phase 2
 2. Re-Zone – The Reserve at Winding Ridge
 - a. 1020 Winding Ridge Road
 - b. Change from Rural Residential to Estate Residential (ER)
 3. Major subdivision (Private) and plat approval – The Reserve at Winding Ridge
 4. Final Plat – Cycle Lane (2 lot subdivision)
 - a. Cycle Lane Robertson County Parcel #125.226.01
 5. Ted Dorris Annexation
 - a. Annex (2) parcels from Robertson County into the City of Millersville
 - b. Assign Industrial Zoning
 - c. Parcels - **#125 209 00 and #125 210 00**
 6. Re-Zone – Re-Zone 2220 Ted Dorris Road
 - a. Re-zone from Heavy Commercial to Industrial

8. Discuss Neel Schaffer Engineering Services – Review and Discuss Master Agreement for Professional Services on a contractual basis.

9. Jeremy Mansfield – ARPA funding

10. Citizens' Comments.

11. City Attorney's Comments

12. City Manager's Comments

13. Commissioners' Comments

14. Adjournment

Millersville Board of Commissioners
Minutes of Regular Commission Meeting
On
Tuesday, July 16, 2024, at 6:00 PM
At Millersville City Hall

1. Call to Order.

The meeting was called to order at 6:00 P.M.

2. Invocation and Pledge of Allegiance.

The invocation was given by George Jankowski and was followed by the Pledge of Allegiance.

3. Approval of Minutes of June 18, 2024, Regular Commission Meeting.

Mayor Long asked if there was a motion to approve the June 18, 2024, Regular Commission Meeting Minutes.

Commissioner Gregory made a motion to approve the Minutes of the June 18, 2024, Regular Commission Meeting; Commissioner Huling seconded the motion. Mayor Long asked if there was any discussion; there was no discussion. Mayor Long asked for all in favor of approving the minutes of the June 18, 2024, meeting to say, "aye". **The motion carried with all in favor, and none opposed.**

4. Approval of the June 2024, Financial Report.

Mayor Long asked if there was a motion to approve the June 2024 Financial Report.

Commissioner Huling made a motion to approve to approve the June 2024 Financial Report. Commissioner Dorris seconded the motion. Mayor Long asked if there was any discussion.

Commissioner Templet said she was still seeing a lot of zeroes for salaries, on administration, building and codes, community center and parks; the fire department has salaries and is missing social security and Medicare, retirement, and health insurance. The municipal court is missing salaries for the judge; developmental services is the same.

Finance Director, Delores Farrell, spoke from the audience and said the salaries are missing because payroll is no longer done in Tyler, but in the new payroll provider system, ADP, which we have been using since the end of May (2024).

Commissioner Templet asked how the board is going to see that. Finance Director Farrell said we can generate a report out of ADP that will show the salary portion of financials – including taxes, etc.

Commissioner Templet said another question she had was that there are line items with just zeroes – the gas, oil, diesel fuel, etc. For admin, there are zeroes, also building and codes, and there are people in those departments that drive vehicles. The fire department has zero fuel. A lot of departments don't have telephone and internet on the report, whereas they did before. The Police Department had zero fuel. The sewer department had zero fuel; streets, solid waste are showing zeroes when historically the cost has been broken up by department.

Finance Director Farrell said what is happening there is that the emails quoting fuel costs have been going to the city recorder email and they did not have access to it until yesterday; they found 700 unopened emails in that mailbox when they finally gained access. A lot of the invoices could have been in there that were paid via ACH, but stated, "We were not privy to that so that we could enter those."

Commissioner Templet asked if that was Holly's old email and stated we could have called and gotten a password.

Director Farrell said they had called. (At that point, Commissioner Huling asked if she could come forward because she thought it would be good to get it recorded). From the podium, Director Farrell said it was not about a "password"; they had to be granted access to what was under former City Recorder Murphy's name. She said they had started getting notices from vendors saying they were missing payments that they (admin) didn't know about and when Judy (then Assistant City Recorder) got those invoices she paid them.

Commissioner Templet asked how "we had approved the previous financials" when they didn't have that information, clarifying she had not been there because she was sick (when they were approved).

Commissioner Huling asked if that had not been discussed in an agenda under an item as far as past financials because she was trying to stay (on point) with this one.

Commissioner Templet said if they passed former financials without having that information, that was up to them but that she couldn't vote "yes" on approving this (the June 2024 Financial Report).

Mayor Long said they would do a roll call vote. **All commissioners voted "no" in light of the findings. Motion for approval of the June 2024 Financial Report failed.**

5. Discuss and approve changes to benefit time accrual in the Millersville Employee Manual.

Commissioner Dorris said they were just told about this Saturday (July 17th) and believed it should go to the work session because there were several things that needed to be discussed.

Commissioner Templet agreed.

Commissioner Dorris made a motion to move Item 5 re: changes to benefit time accrual in the Millersville Employee Manual to the next work session. Commissioner Gregory seconded the motion. Mayor Long asked if there were any discussions; there were none. He called for a roll call vote. **All commissioners voted “Aye”; motion was carried to move Agenda Item 5 to the August 5th Work Session.**

6. Citizen's Comments.

Debbie Chadwick: Spoke about the Electronic Funds Transfer (EFT) system that she and a lot of other citizens would like to see made available for the city of Millersville. She said it has been researched and there is a price which a third party from Farmers' Bank uses; she thinks it would benefit more than 100 people in the city to pay their bills online. As she said before, it takes a personal check almost 11 days to clear your checking account. EFT's take 3 to 4 days max. She said she doesn't expect the board to respond tonight but she just wanted to keep this item alive, that there are a number of people who would like to use this; she personally has been after it since 2017; it never transpired; no one ever took the time to look into it to see that the city could really use it.

Mayor Long told Ms. Chadwick they would put this, along with some other items, on the next work session for August 5th.

Amy Corbett: She said she was there for the Library; she thanked the city for collaborating with them over at the Library for the summer reading program over at the community center; they have been averaging about 90 people; the lowest attendance they've had has been about 45. They will be having the Science Guys tomorrow and will be expecting 100 or more. She expressed her gratitude to the city for encouraging community engagement and said all they are trying to do is build their community. She thanked everyone again for their letter of intent; she was able to get it in to the state right under the line. She wanted to brag on our library, saying their program attendance from the last fiscal year to the fiscal year that just ended increased 62%; they went from 2,061 people to 3,337.

Commissioner Huling asked Ms. Corbett if she could tell where they're coming from.

Ms. Corbett said they are coming from all over; a lot of them are Millersville residents. People are getting new library cards and a lot of people who already had them are renewing them. They are in talks about adding 3 or 4 new programs. Their total collection in the library is 19,909 books, movies, audio books, etc. They have hosted 172 programs for FY '24. They have 2,451 patrons with library cards in our library. They had 11,593 library visitors for the year. They had a total circulation of 18,113 items. There were 285 new cards made. As of June, they had 13 summer reading programs with a total attendance of 378; they have crafts programs for children; they've received great donations for the Blessing Box. They are already working on what they can do for fall break.

Lincoln Atwood: Said he wanted to invite everyone as well as the citizens of Millersville down to the Millersville Community Center on July 22nd to their monthly Millersville Lion's Club meeting; they want to reach out and help the city in any way they can; he invited citizens to come out and get to know them and see how they operate. The meeting will be at 6:00 P.M. on Monday the 22nd. It is on the 4th Monday of each month.

7. City Attorney Comments

Attorney Bryant Kroll said he had been asked to give comment in response to a recent news agency report on a pedophile sting operated by the city of Millersville Police Department to correct some inaccuracies. His comment, which is an official statement on behalf of the Millersville Police Department, is recorded as follows:

Although it is the policy of the Police Department of the city of Millersville to not comment on any active criminal investigations, this response is necessary given the apparent effort to interfere with the investigation and characterize it as improper. Some of the political hyperbole from the broadcast includes statements such as, "This is the most disturbing video I've ever seen...I've been asked to comment on it since I've been asked to do the legal analyst job here at the station." -Nick Leonardo, legal analyst for News Channel 5.

Respectfully, if what was discussed in the broadcast is the most disturbing thing he's ever seen, he needs to get out more. The City of Millersville finds it more disturbing that a news agency is trying to interfere with an investigation and trying to help pedophiles go free. The article incorrectly implies that Assistant Chief Taylor was actively part of the operations occurring at the Chatter House, which is the name of the location where the sting took place. In fact, Taylor was only part of the take-down team and was not involved in the texting operations or posing as a minor. The article accuses members of a private group who were posing online as minors despite Millersville police being told by the prosecution that the sting would be legal only if sworn law enforcement officers were the ones doing the work. In fact, the Robertson County DA advised investigators what he wanted, and they did exactly that. Investigators have since confirmed with the DA that everything was proper with the sting including the requirements that police investigators have their "fingers on the keyboard" during the critical part of the sting when the solicitation was taking place – even though nothing in the law requires that they constantly operate the keyboard. Yet investigators even recorded evidence of their hands (on the keyboard) during the texting for this purpose.

Another accusation was that Shawn Taylor had told one operator that investigators would be using, quote, "pre-signed search warrants" which would likely be illegal according to channel 5's expert. First, no pre-signed search warrants were used at any point in the operation. During the preliminary planning phase of this operation, the investigators discussed the possibility of using what are known as anticipatory search warrants. These are valid if certain things happened and certain criteria were met. Shawn Taylor passed this information on to other members of the team at least a week before the operations while details were still being ironed out and before officers had talked to the DA about what they wanted. Moreover, anticipatory search warrants which are warrants signed by a judge in advance and are used based on a set series of circumstances are not only legal, they have been a part of Tennessee jurisprudence for about 40 years. Their (Channel

5) legal analyst needs to go look at what the Tennessee Supreme Court said back in 1987. So, these are legal, but they weren't used.

In addition, the news agency accused the police of turning over the suspect to a private group for questioning when he refused to talk to the investigators and that this was somehow illegal. Well that didn't happen. The suspect was sitting on a bench. He was not questioned by law enforcement other than to get his name, date of birth, social security number, and other contact information. He was not otherwise questioned by anybody and apparently, according to the recording, he started spilling the beans when the camera crew walked up. Now there's nothing wrong with this; in fact, this makes his statements more admissible in court, not less admissible, because this was not an interrogation. Miranda does not apply. So again, their legal analyst should check out the decision, *State vs Willis* 496 SW 3rd 653. It says that's ok.

Other parts of this, including that this confession given by the suspect is inadmissible, that's just not true for the same reasons as in that case (i.e., *State vs Willis* 496 SW 3rd 653). It was also alleged in this article that the detectives boasted about the suspect being taken to a jail where he was not going to come out alive and that is simply not true. The statements that were made by the detective were that he was not going to be released on bond and everybody knew that was the case and, in fact, the suspect has not been released on bond. Whatever happens inside Robertson County jail is up to Robertson County. Millersville has nothing to do with that.

And finally, accusations that Millersville investigators shared information from the suspect's phones with non-law enforcement personnel at Veteran's For Child Rescue, that's just not true. Nothing has been shared with anybody. It's not even illegal if it did happen; in fact, law enforcement agencies across the state use NGO's and non-profits for all sorts of things; for example, ROCIC, which stands for Regional Organized Crime Information Center – that's a 501C3 that law enforcement agencies use for things like audio and video forensics, specialized equipment, pulling information from phones...so the accusations that these are illegal simply are not true.

8. City Manager's Comments

ICM Morris said the only thing he has is that they did have a meeting with EnviroScience today about our sewer grant. It looks like everything is on track. The MS4 that everyone has been worried about is getting sorted out. They're going to source a company to come in and map the entire thing, our sewer system, and they're also going to do a wastewater study to see where our big problems are. That will get us in compliance with MS4 and they're starting the phases of 4 projects that they're going to be looking at as far as fixing our sewer infrastructure. They're going to look at replacing some of the sewer lines; the big problems are the below-grade covers that we have and they're going to replace the covers as well.

9. Commissioners' Comments

Commissioner Gregory said he wanted to apologize to the Commission for not being there Saturday (at the budget meeting); he said it was his "bad" and that he didn't give his email to Judy; he thought she had it. He said he was sorry he didn't make it. He said he thought he

has missed three meetings in 12 years.

Mayor Long responded that was understandable.

Commissioner Templet had no comment.

Commissioner Huling said she is excited about the “Day of Good” which is actually the “Week of Good”; Rene (Events Coordinator) has been bringing it to the commissioners in her reports from the Community Center. That has started this week, and the big day will be on Saturday, so if anyone can come, it’s basically a time for people to come and show volunteerism: it is actually something that is very large. This is their third year, and they do it in the Millersville/Goodlettsville/Madison Area and it has to do with helping schools, elderly care centers, senior citizens, pet care centers, fire and police departments and this year they have taken on 2 residents to help. This is a project she (Commissioner Huling) has been working on since February and she’s very thankful they are stepping up to help us see this through. Sarah (Codes) said this is a lady who was going to have to leave her home in February and they have come together to help her with items that are needed. If you would like to show up, you can come and volunteer from 8:30 AM – 12:00 PM on Saturday. They will provide and serve breakfast. Volunteers can go out and donate their time to various care facilities. People are flying in from out of state to help with this project.

Commissioner Dorris had no comment.

Mayor Long said he has been thinking a lot and it has been discussed that maybe we should have a Park Board and he will probably bring it up at the work session. He said in the past there was a Park Board that helped create events at the park. Also, we could have a Beautification Board of 3 or 4 people that would be willing to possibly put a flower base around the sign to the entrance of the city. He said to think about those ideas; anything the citizens want to do to help the city, speak to the city manager or one of the board members.

10. Adjournment

Commissioner Dorris made a motion to adjourn the meeting, and it was seconded by Commissioner Gregory. **Meeting was adjourned at 6:29:29 PM.**

Respectfully submitted,



Judy Florendo
Millersville City Recorder
1246 Louisville Hwy
Millersville, TN 37072

REVIEW AND DISCUSS GNRC (NO ATTACHMENTS)

EFT PROPOSED RESOLUTION

CITY OF MILLERSVILLE, TENNESSEE

RESOLUTION 24-R-01

A RESOLUTION TO IMPLEMENT AN ELECTRONIC FUNDS TRANSFER SERVICE, KNOWN AS FISERV, TO PROVIDE THE CITIZENS OF MILLERSVILLE A MORE TIMELY AND UP TO DATE METHOD OF PAYING THEIR SEWER AND UTILITY BILLS.

WHEREAS, the city of Millersville (The City) has, to date, received all sewer payments by mail or in person, and

WHEREAS, many residents of the City of Millersville have made known to the city their preference of an ELECTRONIC FUNDS TRANSFER method of paying their sewer bills because it is their opinion that this service will greatly facilitate the process, and

WHEREAS, the company known as Fiserv, has provided the city with an itemized list of their services that can provide a comprehensive ELECTRONIC FUNDS TRANSFER service to facilitate sewer payments for the city and its residents, the City Commission wishes to adopt a resolution to that effect.

NOW, THEREFORE, BE IT RESOLVED by the Millersville Board of Commissioners that it will adopt and offer ELECTRONIC FUNDS TRANSFER payments to its residents, with Fiserv as the provider of those services, to be implemented exactly as presented in the attached list of functions and charges, with no variation.

This Resolution shall become effective immediately upon passage as provided by law.

RESOLVED, this 20th Day of August 2024.

BOARD OF COMMISSIONERS

By: _____

Tommy Long, Mayor

Attest:

By: _____

Judy Florendo

City Recorder for Millersville, TN

Fiserv Electronic Payment Secure Email

Aggregate payments and send to the merchant/biller directly

Remittance data sent via secure email

Customer name, address, account number, date and amount of payment included in email

One deposit into bank account for payments

Electronic Remittance Overview

Example of Email remittance

This will be received in the body of a secure email.

Accounts Receivable Detail Report

Email: 1 of 1
From: CheckFree Corporation
P.O. Box 2168
Columbus, OH 43216-2168
To: ABC Company
PO BOX 4438
PORTLAND, OR 97208-4438-38
Merchant #: 0000000060
Remittance Date: 08/27/2003

This report provides detailed payment information for \$196.52 out of \$196.52 sent to you on 08/27/2003. You have a total of 2 payments.

Payment Details

Following are the details for payments 1 - 2

Customer Account Number	Customer Name	Trace Number	Amount
0008 79978-342682 2	STEPHEN W FOWLER	244070730000007	\$125.00
	6465 SE CHESSINGTON LN, GLADSTONE, OR 97027-1010		
0002 07056-579834 2	KARIL FANTZ	244070730000007	\$71.52
	10708 SW SOUTHRIDGE DR, PORTLAND, OR 97219-7868		

Total amount of payments in this e-mail: \$502.15

Total amount of payments made today: \$502.15

Secure Email Solution

- Dedicated Remittance Management team to facilitate all aspects of the Secure Email setup
- Ongoing support – payment inquiries, debit returns, account scrub files

Reversibility

- The actual funds that Fiserv is depositing are from Fiserv's corporate bank account and Fiserv is processing the transaction in good faith with the belief that the person making the payment has the funds available in their bank account to reimburse Fiserv.
- A Reversibility agreement states that after we deposit the funds into the merchant/biller's account, if we are unable to successfully debit the funds from the mutual customer, Fiserv will send the merchant/biller a reversal advice notification and retrieve the funds back from the merchant/biller.
- **Auto debit** - Fiserv retrieves the funds from an account at the merchant/biller's financial institution

Pricing

- Monthly Transactional fee of \$50.00 per Month
- Monthly maintenance fee \$50.00 per Month
 - Implementation onetime fee \$250.00
- No additional fees for reversals, returns, account number updates

Next Steps

- Fiserv will request information to create the paperwork needed to move forward
- Remittance Management will be assigned after all paper is completed
- Remittance Management will schedule kickoff call
- Once project is ready Remittance Management will schedule go live date.

ADP TIME CLOCK FOR PUBLIC WORKS

Revised quote
for 1 clock
Public Works



Financial review



Sales Order

Quote Number 02-2024-473163 1



Company Information

City of Millersville
1246 Louisville Hwy
Goodlettsville, TN 37072-3656
United States

Executive Contact

Judy Florendo
Accounting
jflorendo@cityofmillersville.com
(615) 859-0880

Recurring Fees and Considerations

Number of Employees: 39 on City of Millersville , Company Code C6V

Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
InTouch Bar-Code Time Clock Subscription	1	-	-	\$96.00	\$96.00	\$1,152.00
InTouch Biometric Finger Scan Subscription	1	-	-	\$14.00	\$14.00	\$168.00
					<u>\$ 110.00</u>	

Total Annual Investment	Total Annual
Workforce Now Services	\$1,320.00
Estimated Value of Total Annual Concession; Already applied to values above:	\$720.00 <i>discount</i>

Other Considerations	Total
Implementation	

This is the \$720.00 discount they are giving us.

Total monthly cost = \$ 110.00
Total annual cost = \$1,320.00

Investment Summary

Quote Number 02-2024-473163 1



Company Information

City of Millersville
1246 Louisville Hwy
Goodlettsville, TN 37072-3656
United States

Executive Contact

Judy Florendo
Accounting
jflorendo@cityofmillersville.com
(615) 859-0880



39
Total
Employees



\$0.00
Implementation
Costs



\$1,320.00
Total Annual
Investment

Expiration
8/26/2024

ADP Sales Associate

MaryLee Palmieri
District Manager
marylee.palmieri@adp.com
(470) 482-5137

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.



Important Project and Billing Information

Without limiting any relevant provisions set forth in your Master Services Agreement (or similar agreement governing your ADP services) relating to Compliance with Laws, by signing below you acknowledge receipt of the ADP "Employer Toolkit; Biometric Time Clocks -- What You Need to know" which is available at [HTTPS://WWW.ADP.COM/-/MEDIA/ADP/NO-CACHE/TOS/ADP-CLIENT-BIOMETRICS-TOOLKIT.PDF](https://www.adp.com/-/media/adp/no-cache/tos/adp-client-biometrics-toolkit.pdf) and your Company's responsibility to comply with all relevant biometric laws governing the use, retention and destruction of biometric information.

Other

Payment for ADP's Fees for Service will be due within thirty (30) days of invoice date.

Expiration Date: 8/26/2024

Summary			
Estimated Annual Net Investment:	<u>\$1,320.00</u>	Total Net Implementation:	<u>\$0.00</u>
Estimated Annual Concession (already applied): \$720.00			

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Client: City of Millersville

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for your consideration

PLANNING – ANDREW PIERI AGENDA ITEMS
FIRST READING

A Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the City of Millersville by Owner Consent and Approving a Plan of Services

Robertson County Parcels #125 209 00 and #125 210 00

WHEREAS, the City of Millersville, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries by owner consent; and

WHEREAS, a plan of services for the territory proposed for annexation by owner consent has been reviewed by the Millersville Planning Commission; and

WHEREAS, the governing body desires to conduct a public hearing on the proposed annexation and plan of services.

NOW THEREFORE BE IT RESOLVED by the City of Millersville, Tennessee as follows:

A. That a public hearing is hereby scheduled for 6:00 pm on September 17, 2024, at Millersville City Hall 1246 Louisville Highway, Millersville Tennessee 37088, on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

**Vacant land in un-incorporated Robertson County Parcels
#125 209 00 and #125 210 00**

B. That a copy of this resolution, describing the territory proposed for annexation by owner consent, along with the plan of services, shall be promptly sent to the last known address listed in the office of the county property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

C. That a copy of this resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Millersville, and by publishing notice of the resolution at or about the same time in *The Connection*, a newspaper of general circulation in such territory and the City of Millersville.

D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the plan of services shall be published in a newspaper of general circulation in the City of Millersville, not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and date thereto and directed that the same be recorded.

Mayor

Date:

City Recorder

Approved as to Form and Legality this _____ day of September _____, 2024

City Attorney

NEEL SCHAFFER ENGINEERING SERVICES

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, entered into as of this ____ day of _____, 2024, between the City of Millersville Government, Tennessee (“CITY”) and Neel-Schaffer, Inc., a Mississippi Corporation, with its local office at 210 25th Ave N, Suite 800, Nashville, TN 37203 (“NEEL-SCHAFFER”). The Agreement shall take effect upon full execution of required signatures.

From time to time, CITY intends to engage NEEL-SCHAFFER to provide professional engineering and planning services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CITY and NEEL-SCHAFFER, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order. NEEL-SCHAFFER has a thorough knowledge of professional engineering and planning and is qualified to render such professional services.

CITY and NEEL-SCHAFFER in consideration of their mutual covenants as set forth herein agree as follows:

A. BASIC SERVICES

- i. The services to be provided by NEEL-SCHAFFER may include professional consultation, project management, studies, engineering, planning and other related services as authorized by CITY as provided herein. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed by CITY and deliverables to be provided. The general format of a Task Order is shown in Exhibit A.
- ii. This Agreement is not a commitment by CITY to NEEL-SCHAFFER to issue any Task Orders.
- iii. CITY and NEEL-SCHAFFER shall agree on the scope, time for performance, and fee terms within each Task Order. NEEL-SCHAFFER will commence performance as set forth and executed in the Task Order.

B. TERM

- i. This Agreement shall be effective and applicable to Task Orders issued hereunder for an unlimited period as mutually agreed upon by both parties. The primary Agreement or individual Task Orders may be terminated with advanced written notice.
- ii. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, NEEL-SCHAFFER will perform services and provide deliverables within a reasonable time. The time for a party’s performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.
- iii. If CITY fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Task Order, or if NEEL-SCHAFFER’s services are delayed through no fault of NEEL-SCHAFFER, NEEL-SCHAFFER’s time for performance shall be extended accordingly.
- iv. If NEEL-SCHAFFER’s services under a Task Order are delayed or suspended in whole or in part by CITY, or if NEEL-SCHAFFER’s services under a Task Order are extended by a Contractor’s actions or inactions for more than 90 days through no fault of NEEL-SCHAFFER, NEEL-SCHAFFER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by NEEL-SCHAFFER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the Task Order has been revised.

C. CONTENTS

- i. Exhibit A – Task Order Template
- ii. Exhibit B – Hourly Classification Schedule
- iii. Exhibit C – General Terms & Conditions

Signature Page

ISSUED AND AUTHORIZED BY:

ACCEPTED AND AGREED TO BY:

**CITY OF MILLERSVILLE
GOVERNMENT, TN**

NEEL-SCHAFFER, INC.

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM:

CITY OF MILLERSVILLE GOVERNMENT, TN

Title: _____

City Attorney

Date Signed: _____

EXHIBIT A

TASK ORDER

This is Task Order No. _____,

Consisting of _____ pages

In accordance with the Master Agreement between the City of Millersville Government ("CITY") and Neel-Schaffer, Inc. ("NEEL-SCHAFFER") for Professional Services contract dated _____, ("Agreement"), CITY hereby authorizes NEEL-SCHAFFER to perform services as specified in this Task Order.

Specific Project Data

1. Project Name:
2. Project Number:
3. Site Location:
4. Description of Project:
5. Scope of Work:
6. Schedule:
7. Compensation and Method of Payment and Pricing Schedule: Hourly, per Schedule in Exhibit B or Lump Sum
8. City Representatives and Contact Information:
9. This Task Order is subject to the Contract and special provisions as follows, if any:
10. CITY Responsibilities and Services:
11. Subcontractors authorized by CITY:
12. Documents Incorporated by Reference:

NEEL-SCHAFFER is authorized to begin performance upon receipt of a copy of this Task Order signed by CITY.

The Effective Date of this Task Order is _____.

ISSUED AND AUTHORIZED BY:

CITY OF MILLERSVILLE, TN

Title: _____

Date Signed: _____

ACCEPTED AND AGREED TO BY:

NEEL-SCHAFFER, INC.

Title: _____

Date Signed: _____

Approved As to Form:

City Attorney

Exhibit B

PROFESSIONAL ENGINEERING SERVICES
CITY OF MILLERSVILLE, TN

2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES	
Employee Type	Hourly Rate
Engineer Manager (P7)	\$250.00
Senior Engineer/Planner (P6)	\$235.00
Project Engineer/Planner II (P5)	\$170.00
Project Engineer/Planner I (P4)	\$150.00
Engineer Intern (P1-P3)	\$140.00
Clerical (A1-A4)	\$90.00

REIMBURSABLE EXPENSE SCHEDULE	
Expense	Cost
Full size Bond (36"x24")	\$2.00/sheet
Half size Bond (11"x17")	\$1.00/sheet
Project Mileage	\$0.67/mile
Photocopies (8 1/2"x11")	\$0.20/sheet
<i>All other expenses, including subcontractors, contract reproduction/printing, travel and subsistence, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.</i>	

Neel-Schaffer reserve ability to adjust hourly classification rates on an annual basis on or after respective contract anniversary date to then prevailing rates.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.
5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.
8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
- (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
- (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
15. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

16. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
17. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
21. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
22. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
24. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
25. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
26. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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