Millersville Board of Commissioners AGENDA

Regular Commission Meeting February 18, 2025, at 6:00 PM at Millersville City Hall

- 1. Call to Order.
- 2. Invocation and Pledge of Allegiance
- 3. Citizen's Comments
- 4. Approval of Minutes for the January 21, 2025, Regular Commission Meeting
- 5. Financial Report for review
- 6. Hear Presentations from Candidate(s) for the Open Commission Seat
- 7. Vote on Candidate(s) for Open Commission Seat
- 8. Mayor's Nomination to Beer Board
 - Commission Vote on Nomination
- 9. Discussion on Police Chief Candidates
- 10. Approval of TDOT License Agreement
- 11. Interim City Manager Comments
- 12. Commissioner Comments
- 13. Adjournment

Millersville Board of Commissioners MINUTES

For the Regular Commission Meeting on January 21, 2025 At Millersville City Hall

The Regular Commission Meeting of the Millersville Board of Commissioners was held on January 21, 2025, at 6:00 PM at City Hall. Those attending were: Lincoln Atwood, Mayor; Commissioner Dustin Darnall, Vice Mayor; Commissioner Jesse Powell; Commissioner David Gregory; Interim City Manager, Bryan Morris; Judy Florendo, City Recorder; and Delores Farrell, Director of Finance.

1. Call to Order.

Mayor Atwood called the meeting to order at 6:00 PM.

2. Invocation and Pledge of Allegiance

Commissioner Gregory led the invocation, and it was followed by the Pledge of Allegiance.

3. Citizens' Comments.

Mr. Frank Fox introduced himself; he said the words were out on the street that the farm (Reynolds Farm) next door (to City Hall) was to begin development. He said there was not one positive comment, and no one was applauding it. He expressed his appreciation for the transparency of the new commission and said they are doing a very good job looking after finances. He said for the city to function like it should, we have to have balance in the way we plan and develop our city. He said the community had been laid out with community involvement; they had meetings around town and a zoning map that they adhered to. Then, in 2023, no one could find the thorough plan because it was never filed with the Registrar of Deeds. He said they couldn't find the old zoning maps that had the commercial district down on both sides of Hwy 31W because the city can't function well on residential. He said they've got to have that 70/30 balance or ratio so that they can generate enough funds to pay the attorney case in court. He recommended putting an immediate moratorium on residential development until they scrutinize the planning process as carefully as they scrutinize the money aspect. He continued, for every \$1.00 it costs the taxpayer, it costs the city between \$1.10 and \$1.16; everybody pays for it. He spoke in favor of having both residential and commercial zones, saying "back in the old days", they had 300 ft of commercial along 31 W and that was like money in the bank when you save it for commercial. He said we need to plan on it and be ready for it.

Mr. Fox said GNRC is doing a great job helping them with what they are trying to accomplish in zoning; he hopes they will put a moratorium on residential development until GNRC has had time to perfect their plan and get all the citizens' input that is necessary.

4. Approval of the minutes for the December 21, 2024, Regular Commission Meeting.

Mayor Atwood asked if he had a motion to approve the minutes as stated. Vice Mayor Darnall made a motion to approve the minutes and Commissioner Gregory seconded the motion.

Mayor Atwood asked if there was any discussion.

Vice Mayor Darnall said, yes, in Item #15 which was the Resolution to set the pay of the city attorney, the very last section doesn't accurately reflect what happened. He said we need to amend it, because, as it is written, it appears as though they passed the Resolution; but they didn't. They passed the amendment to fill in the payrate at \$15 per hour, and then he withdrew the Resolution, so they never took a vote. The motion never carried, just the amendment.

Mayor Atwood asked if there was a motion to amend the minutes.

Vice Mayor Darnall made a motion to amend the last sentence in Item #15 to delete "motion carried" and replace it with "'amendment carried' and Commissioner Darnall withdrew the motion'".

Mayor Atwood said a motion was made and seconded. He asked all in favor (of amending the minutes) to say "aye". "Ayes" carried and the motion to amend the minutes carried.

Mayor Atwood asked if there was further discussion and went back to the original motion to approve the minutes. He asked for all in favor to say "aye". "Ayes" were unanimous; the motion to approve the minutes of the December 21, 2025 Regular Commission Meeting carried with an amendment to Item #15.

5. Approve the December 2024 Financial Report

Mayor Atwood asked for a motion to approve the December 2024 Financial Report.

Vice Mayor Darnall said he thinks it's important that they make a motion to approve the December 2024 Financial Report, and he so moved.

Mayor Atwood asked if there was a second motion to approve the report (as stated). He said he would second the motion and asked if there was any discussion.

Vice Mayor Darnall said he did not believe they could actually approve the December, 2024, Financial Report because it had not yet been received, so they would need to defer it until the next scheduled voting meeting.

Commissioner Powell said he would need more time based on what he was given tonight to look over it before he could vote to approve it.

Mayor Atwood asked if there was a motion to defer approval of the December 2024 Financial Report until the next meeting.

Viced Mayor Darnall made a motion to defer.

Mayor Atwood asked for a second motion.

Commissioner Gregory seconded the motion.

Mayor Atwood asked for all in favor to say "aye". "Ayes" were unanimous.

Approval of the December 2024 report was deferred.

6. Discussion on budget amendment needs.

Vice Mayor Darnall said he had three things that he'd seen that need to be changed; line item 10 410 1100 that represents admin salaries; he wanted to increase it and deferred the amount to Jesse to include the salary for another interim city manager.

Commissioner Powell said the only question he had was for Finance Director, Delores Farrell; he asked her if that current line item was budgeted for Chief Morris to continue as interim for the remainder of the fiscal year.

Director Farrell asked how much was in that line; **Commissioner Powell** said \$310,000.

Director Farrell said she believed that they were down to about \$200,000 without having the increase managers have.

Commissioner Powell said they would need to increase that based on discussion of the employment agreement; but \$32,000 would need to be added to that number.

Vice Mayor Darnall said they have some flexibility to not take it out of just that line item; this was something to be thinking about when they actually amend the budget. He went on to the next line item 10-410-4014, Legal Services. He said they essentially put a ceiling around where they were and will need to appropriate more money to hire a city attorney, and potentially outside council. He said if they can't do that quickly, he proposes they put it back to \$100,000 to give them flexibility. He said his last amendment was in the Police line item for machinery and equipment (dash) capital. He had been looking at the bank records and agendas; he remembered the city bought three new Durangos for a total of \$154,586.90. When he and the other commissioners were newly elected, a budget amendment was in progress where this line item was zeroed out, being at \$130,000 previously. So, they overpaid on the original, but now it was zero – so

they will need to amend that back up to a minimum of \$155,000 if no further capital purchases by the police are made. He affirmed that was line item 10-421-6014.

7. Discuss and vote on the employment agreement for Mr. Michael Gorham as Interim City Manager.

Commissioner Powell said they all had the employment agreement in their packets directly after the budget information, so all of the information had been gone through with Mr. Gorham and had been reviewed. He asked if anyone would like to make changes to the agreement.

Vice Mayor Darnall said he had one amendment, and it was under #1. "Duties and Authority" on the third line. After Tennessee Code annotated: "The City of Millersville, Tennessee, agrees to employ Michael Gorham as Interim City Manager to perform the functions and duties as currently specified in the Millersville City Charter." He stipulated that, following "The Millersville City Code of Ordinances and Tennessee Code Annotated..." he wanted to add "contingent on a successful background check."

Vice Mayor Darnall explained that after various checks, including a TBI background check, the TBI wanted to do a more detailed one and a fingerprint was required. Those results and others were not yet available. Vice Mayor Darnall stressed that Mr. Gorham was a civilian who had worked in a military position, and had been subjected to continuous background checks, and that he had no concerns but couldn't skip the necessary due diligence.

Commissioner Powell said, just for transparency for the citizens here, this employment agreement with Mr. Gorham as our Interim City Manager will be part of the public record of this meeting once all the changes are made to the document. So, the terms of his employment are that he will begin as of midnight that night, January 22nd, until the city, the Board of Commissioners, hires a new city manager and enters into an employment agreement with him, or, until either the employee, Mr. Gorham or the employer, the City of Millersville terminates this agreement. He further stipulated the agreement can be terminated by the employee or employer at any time for any reason with or without cause within 15 days of written notice. The city will not be providing health or medical insurance for Mr. Gorham; as he is bringing that of his own accord with his retirement plan. The City will provide him a vehicle for his transportation to visit any issues within the city limits or to conduct any business on behalf of the city. He will receive a certain amount of vacation days and sick days. His annualized base salary is also in the agreement and is subject to renegotiation upon completion of our fiscal year 2026 budget approval process.

A minor change was to be made to the agreement, after which it was to be signed that night by Mr. Gorham, Mayor Atwood, and City Recorder, Judy Florendo.

Mayor Atwood asked if there was a motion to accept Mr. Gorham's employment agreement with the City of Millersville as amended.

Vice Mayor Darnall made a motion to vote on the employment agreement between Millersville and Michael Gorham as interim city manager, to be amended that night.

Commissioner Gregory seconded the motion.

A roll call vote was held. All voted "aye' with the exception of Commissioner Powell who abstained since he wrote the agreement. The employment agreement to hire Mr. Michael Gorham as Interim City Manager was approved.

8. Discuss and process the timeline for hiring a permanent City Manager. Mayor Atwood opened discussions for Item 8.

Commissioner Powell said they need to discuss an accurate timeline; now that we have an interim city manager, we can give him some priorities to fix things within the city and dedicate more time to looking for this permanent city manager. He proposed for consideration (not voting) that they look at a target hire date for a new city manager of July 1, 2025. Then, as a commission, they would be able to backwards plan working with our new interim city manager on making sure our advertisement is pushed out as far and wide as possible. He pointed out that we already have six or seven candidates now, unless Mr. Gorham wants to continue to be included in that permanent city manager pool. He said they need to designate a certain amount of time to look over the resumes, conduct interviews for a selected pool, then break down how they want to vet the final candidates. He said July 1st is an ambitious timeline to hire someone based on background check requirements; but, based upon the number of issues we have financially and, as Mr. Fox pointed out, economic development and planning, it's important to push forward as soon as possible.

Vice Mayor Darnall discussed the process so far, saying Gary Jaeckel with MTAS went through all the resumes and selected those he felt were the best. He said he felt he owed an explanation to those who had applied as to why he decided not to consider them further. He worked on his lunch breaks going through HR to review 200 plus resumes and he feels Mr. Jaeckel pulled out the best. But, based on matching education and experience, there were a very limited number beyond what they already have that hit the target. Looking back at the minutes from December as well, he said he did request that they advertise in a few more places, one of them being the Tennessee Municipal League; it still

hasn't been posted there. He said they can also consider ICMA; if they need to discuss how much that is going to cost, they need to bring that as an agenda item for the commission or leave it with Mr. Gorham as something the city manager can spend the money on.

Mayor Atwood asked if there was any more discussion.

Commissioner Gregory said he got an email from Eric Boswick stating he wants to visit with the commissioners on a Saturday, individually, one at a time.

Commissioner Gregory said he thought Gary Jaeckel at MTAS said they could do that and asked if that was correct – that they could all meet here (at city hall), one commissioner with one proposed candidate for city manager at a time. He said he (Mr. Boswick) was the only one he had heard from and asked the other commissioners if they had heard from anyone else.

Vice Mayor Darnall said he had talked to each one individually for quite some time and Mr. Boswick had been the only one who indicated he wanted that process – but they were so early in the process he didn't know that the others have felt they've had the opportunity to say that yet.

Commissioner Gregory said of all the candidates he's talked to, Mr. Boswick has been the only one to ask to come down here. He added there's nothing wrong with a candidate wanting to come meet with them individually.

Vice Mayor Darnall said there is one other candidate that's expressed interest in meeting all of them and he had showed up before their last meeting and met with himself and Commissioner Gregory in the parking lot. He lives out of town but commutes back and forth, but he is interested in meeting all of them.

Vice Mayor Darnall went on to say he had been advised of multiple ways to do what Commissioner Gregory had just stated, if they do one-on-one interviews, the consequence is they don't hear what they've said to each of them. The benefit is that it is not a public meeting.

Mayor Atwood asked if there was anything else and move to Item 9.

9. Vote on a commissioner to replace Milton Dorris on the Beer Board.

Mayor Atwood asked if there were "any takers".

Vice Mayor Darnall asked how frequently the Beer Board meets.

Commissioner Gregory said he thought they meet once in one year.

City Recorder Judy Florendo said they meet whenever someone comes in with an application for a permit to sell beer, so they meet at random.

Vice Mayor Darnall said he would volunteer for the Beer Board.

Mayor Atwood then nominated Vice Mayor Darnall for the Beer Board and asked if he had a second.

Commissioner Gregory seconded the nomination.

Mayor Atwood asked for all in favor to say "aye". "Ayes" were unanimous and the nomination of Vice Mayor Darnall to the Beer Board carried.

- 10. Appointment by Mayor Atwood of one member to serve on the BZA Board. Mayor Atwood announced he would like for that member to the BZA Board to be Tim Lassiter. He said Mr. Lassiter told hm he was willing to do that, and he thanked him for his willingness to serve the community on the BZA Board.
- 11. Vote on one commissioner to replace Alisa Huling on the Planning Board. Mayor Atwood asked if anyone would like to take this one.

Commissioner Gregory said he would take it, that he had been on it in the past and it is a good board.

Mayor Atwood nominated Commissioner Gregory for the Planning Board. **Vice Mayor Darnall** seconded the motion.

Mayor Atwood asked for all in favor of his nomination of Commissioner Gregory to the Planning Board to say "aye". "Ayes" were unanimous with Commissioner Gregory abstaining. Motion carried.

12. Mayor Atwood to appoint someone as the Mayor's designee to the Planning Board.

Mayor Atwood said he was pleased to have Mr. Lynn Smith on the Planning Board and he thanked Mr. Smith for his service to the community,

13. Vote on hiring a TDOT approved second appraiser for OHM sidewalk project easements.

Commissioner Gregory said he had been talking to Neil Hanson, the transportation manager at ATTAP for the TDOT. He said the sidewalk is sort of on hold for now, basically for our finances; Mr. Hanson and a TDOT representative may come sometime in March and explain the situation with them and with us. He said he (Mr. Hanson) asked for OHM since they had worked together for the last 12 years (minus the last year) and they had a good understanding with each other. Commissioner Gregory said he thinks it would be beneficial for OHM to come back and work with TDOT and Mr. Hanson. He said he had given him several directions that he would prefer for Mr. Hanson to say to the board himself. He said he has Mr. Hanson's phone number if anyone wants to talk to him; he is very knowledgeable about the sidewalks of this city. Mayor Atwood asked if he would like to move this motion to the work session in March.

Commissioner Gregory said to let him talk to them first and he would make that motion next month; he had to talk to them to get their schedule. He then said he

would make a motion to move this to the work session in March and he would talk to them and let them know the motion has been made.

Vice Mayor Darnall seconded the motion.

Mayor Atwood asked if there was any discussion.

Vice Mayor Darnall said one thing he wanted out of that discussion was an understanding of what the cash flow looks like for this project. He said his understanding was that it's an 80/20 grant where we pay 20% and we've already fulfilled that 20% or we are close to it. He said (according to his understanding) we pay the other 80% when the project is finished, which is less attractive from a cash flow perspective than if they would trust us and front us the money.

Commissioner Gregory said the longer we wait the interest rate goes up along with the depreciation; the money is there on their end, but he couldn't explain exactly all he (Mr. Hanson) had said because of the wealth of information, and that's why he had asked him to be out here.

Mayor Atwood asked all in favor of moving this item to the March work session to say "aye". "Ayes" were unanimous; Item #13 is moved to the March work session.

14. Update on search for outside legal counsel.

Vice Mayor Darnall said he found a firm that is willing to do this work for us and they provided a retainer agreement which he passed on to the other commissioners. He said it's a template that has to be filled in; it's ready for a few edits to be signed and they can begin that work. Per what they (commissioners) passed, they may sign it. He said once Mr. Gorham is employed, they'll have a discussion on how quickly they can find a city attorney; they need to move forward quickly.

Commissioner Gregory said he agreed; he'd rather wait for Mr. Gorham to get them an understanding if he has legal counsel he knows they would like to have here in the city before they go any further with this.

Mayor Atwood asked if there was any further discussion and moved to Item #15.

15. Update on City's Account Reconciliation by MG Group

Vice Mayor Darnall said he might have the most current information; he received an email from Ms. Farrell that morning showing additional work that had been done. He read the email from Carol Ann Kirksey of the MG Group, which said, "I have reconciled all accounts through June 30th, 2024, except for the sewer and general accounts. I'm hoping to have them reconciled by the end of the day today. Let me know if you have any questions." He said he didn't hear back that it was confirmed, but it came early in the morning so if it wasn't done, it would be done very shortly.

Finance Director Delores Farrell said the auditors would be here on February 24th.

Mayor Atwood asked if there was any further discussion and moved to Item #16.

16. Vote to publish 2025 Schedule for Regular Commission Meetings and Work Session Dates.

Vice Mayor Darnall said, per ordinance, they meet for these meetings on the third Tuesday of the month, and they meet for work sessions the first Mondy of the month. He proposed they put something together that they can put on our city website that lists the remainder of the meetings for the year. He asked if they wanted him to read them or would they rather just look at a calendar and see if there are any conflicts, if some of the dates need to be shifted.

Mayor Atwood said he didn't need to look, that he would make it work.

Vice Mayor Darnall asked if there were any objections to posting the schedule on the city website just so people can see in plenty of time.

Commissioner Gregory agreed that it was a good idea.

Mayor Atwood said as long as Labor Day and holidays were accounted for. He asked if there was a motion to vote on publishing the 2025 Commissioners meeting schedule.

Commissioner Powell made a motion to publish the schedule, seconded by **Commissioner Gregory.**

Mayor Atwood asked if there was any further discussion, then asked for all in favor to say "aye". "**Ayes" were unanimous; motion passed.**

17. Interim City Manager Comments

ICM Bryan Morris did not have any comments.

18. Commissioners' Comments

Commissioner Powell said the only thing he had was to ask Judy (City Recorder) how quickly they would be able to get in touch with **ICM Gorham** through his city manager email, phone, etc. She responded that it should be by tomorrow.

Retiring ICM Morris said he had Mr. Gorham's key card and all his keys right there; and the only thing with this phone (city manager's work phone) is that it has two emails on it, one of which was for the Chief of Police. He said he was trying to cut down on carrying five phones, so that email would have to be taken out, but the city manager's email is already on there.

Vice Mayor Darnall said at one of the previous meetings he asked to have the interfund transfer repealed at this meeting. After further discussion with several people, they decided not to put that on here (present meeting's agenda). So that

is still in effect for various reasons, one of them being it's time bound that expires at the end of this fiscal year, just the way the resolution was written and we really only needed it right before tax revenue started coming in. He said we are in a better position now and do not need it. If we did pull money from it, we would have to pay it back by the end of the fiscal year, so we're at a point where it no longer makes sense. So, while they're not repealing it, it would not be used, it didn't seem like the formality of repealing it was necessary any longer. He said they needed to decide on a date, and proposed at the next work session, to call a special meeting to amend the budget; and it should be posted as a public notice in the newspaper 15 days ahead of time to comply with TCA requirements.

Commissioner Gregory said he would like for them to continue every time they meet to (pursue) hiring a permanent city manager. Like he said, there are people who might want to come and visit them on a Saturday, so they need to be open minded. He asked if he could have that put on the next work session so they could discuss it again and see where everybody is at. He said he was going to be on the phone between now and then and see if people will give him a time when they can be here. He asked if that would be ok with everyone.

Mayor Atwood said, "Absolutely."

Mayor Atwood said he had no comments and move to Item # 19.

19. Adjournment

Mayor Darnall.

Mayor Atwood asked if there was a motion to adjourn

Commissioner Gregory made a motion to adjourn and it was seconded by Vice

The meeting was adjourned at 7:48 PM.

Respectfully submitted,

Judy Florendo

City Recorder

City of Millersville

1246 Louisville Hwy

Millersville, TN 37072

10 -General Fund FINANCIAL SUMMARY

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

100.00
COMPLETED:
OF YEAR
%

% YTD BUDGET			' Ш) (V (1) (1)	П п)			22.57	7.46	60.91	r L	18.15	142.58	49.45	п С	13.03	12.07	38.66		70.66	91 90	68.15		34.82	∞ L	35.75	
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YEAR TO DATE ACTUAL		1,003,192.00 20,368.79 426,651.63	512,595.26	60,637.21	2,202,188.32			405.	20078	860,709.30	л. 000	3,012.62	30,655.67	49,006.29	30.108.00	1,992.88	7	35,050.88		777,560.36	0.000	000.1		64,068.55	2 / /		
CURRENT PERIOD		000.0		0000	00.00			0.00		0.00	c	0000	00.0	00.0	00	00.00	00.0	00.0	,	00.0	00.0	00.0		00 * 0		00.00	
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	REVENUE SUMMARY	Property Tax - Current Property Tax - Deling. Local Tax	State Tax Court Fines & Fees	Licenses & Permits Other Revenue	TOTAL REVENUES	EXPENDITURE SUMMARY	Administration	Salaries	Other Personner Costs	Other Expenses TOTAL Administration	Building/Codes	Other Personnel Costs	Other Expenses	TOTAL Building/Codes	Municipal Court	Other Personnel Costs	Other Expenses	TOTAL Municipal Court	Police Dept	Salaries Other Personnel Costs		TOTAL Police Dept	Fire Dept	Salaries Other Developed Costs	Other Expenses	TOTAL Fire Dept	

10 -General Fund FINANCIAL SUMMARY

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

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PAGE:

% OF YEAR COMPLETED: 100.00

% YTD BUDGET	0.00 0.00 25.33	66.12 17.12 31.21 40.72	59.28
BUDGET	50.00 50.00 85,128.23 85,228.23	15,138.00 10,857.86 59,745.31 85,741.17	1,743,218.86
TOTAL	00000	00000	00.0
YEAR TO DATE ACTUAL	0.00 0.00 28,871.77 28,871.77	29,542.00 2,242.14 27,104.69 58,888.83	2,538,081.14
CURRENT PERIOD	00.00	00.00	00.0
CURRENT BUDGET	50 50 114,000 114,100	44,680 13,100 86,850 144,630	4,281,300
	Development Services Salaries Other Personnel Costs Other Expenses TOTAL Development Services	Community Ctr/Parks Salaries Other Personnel Costs Other Expenses TOTAL Community Ctr/Parks	TOTAL EXPENDITURES REVENUE OVER/ (UNDER) EXPENDITURES

10 -General Fund

% OF YEAR COMPLETED: 100.00

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

% YID BUDGET	73.03	0.00 0.00 112.31 290.98	19.95 57.83 51.97 47.64 47.66 20.02 91.33 40.13	61.18 53.56 53.56 50.00 50.00 51.31 65.83 65.83 65.83 67.93	23.72 0.00 0.00 1.44.18 254.33 259.90 0.00 26.88
BUDGET	241,892.00 100,255.00 342,147.00	12,435,00) 72,00) 861,79) 13,368.79)	380,259.05 168,688.83 38,425.16 26,1814.69 1,296.19) 867.18 1,708.56	289,209.93 2,900.00 4,815.66 603.68 5,000.00 37,472.40 5,356.39 2,048.39 1,539.53 345,866.74	244,097.00 18,015.00 468.00) 2,581.59 1,827.52 1,287.50 1,287.50 1,872.00) 263,312.86
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REVENUES	Property Tax - Current 10-3000 Sumner Co Current 10-3002 Robertson Co Current TOTAL Property Tax - Current	Property Tax - Deling. 10-3010 Sumner Co Deling 10-3012 Robertson Co Deling 10-3015 Interest - Property Tax TOTAL Property Tax - Deling.	Local Tax 10-3020 Local Sales Tax - Sumner 10-3021 Local Sales Tax - Robt 10-3022 Wholesale Beer Tax 10-3023 Cable TV Franchise Fee 10-3025 Business Tax-City 10-3027 Beer Privilege Tax 10-3028 Wholesale Liquor Tax 10-3029 Hotel/Motel Tax TOTAL Local Tax	State Tax 10-3030 State Sales Tax 10-3032 State Beer Tax 10-3033 State-City Street/Petroleum 10-3034 State Telecom Interstate Tax 10-3035 TAA Gross Receipts 10-3037 Telecom Privilege Tax 10-3039 State-Sportsbetting Payment 10-3040 State-Local Occupancy Tax 10-3042 State Transport, Modern TOTAL State Tax	Court Fines & Fees 10-3200 City Court Fines & Costs 10-3202 City Court Litigation Tax 10-3203 Court Efficket Fees 10-3203 Court Efficket Fees 10-3205 Summer Co. Court Fines 10-320 Police Reported 10-3221 Police Dept-Other 10-3222 PD Tow/Storage Fees 10-3223 Police Efficket Fees 10-3223 Police Efficket Fees TOTAL Court Fines & Fees

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

	100.00	\ \ \ \
	% OF YEAR COMPLETED: 100.00	BUDGET
	0%	TOTAL
2027 1117 2020		YEAR TO DATE
		CURRENT
		CURRENT
General Fund		
10 -Ge		

REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
Licenses & Permits 10-3301 Beer License 10-3302 Building Permits 10-3304 Burn Permits TOTAL Licenses & Permits	200,000	00000	400.00 60,062.21 175.00 60,637.21	00.00	400.00) 139,937.79 225.00 139,762.79	0.00 30.03 43.75 30.26
Other Revenue 10-3499 P&Z-Engineering Fees/OHM 10-3500 P&Z Fees/Application Fees 10-3501 Interest Earnings 10-3504 Miscellaneous Income 10-3505 Insurance Proceeds 10-3510 Fire Dept-Other 10-352 Community Center 10-3524 Community Ctr-Special Events 10-3500 Grant Proceeds TOTAL Other Revenue	15,000 25,000 1,300 25,000 50,000 140,993	000000000000000000000000000000000000000	3,150.00 39,691.80 412.86 60.00 31,900.00 50.00) 6,866.63		15,000.00 21,850.00 1,300.00 14,691.80) 412.86) 60.00) 31,900.00) 50,050.00 134,126.37 175,261.71	0.00 12.60 0.00 0.00 0.00 0.10- 4.87 31.88
TOTAL REVENUE	4,091,819	0.00	2,202,188.32	0.00	1,889,630.68	53.82

10 -General Fund DEPARTMENT - Administration

PAGE:

% OF YEAR COMPLETED: 100,00

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025 OF MILLERSVILLE CILX

0.00 935.88 110.12 56.91 48.19 335.91-40.27 5.96-0.00 22.00-7.46 35.30 0.00 99.07 39.13 18.75 141.54 276.07 % YTD BUDGET 132.99 133.999 00.000 00.000 3.53 57.40 0.00 0.00 60.91 7,700.00 30,687.00)3,9 31,881.00) 1 16,374.16 62,305.99) 5,282.21) 3,978.74 2,680.51 2,886.00 7,000.00 11,162.50 16,725.19 57,217.60 25,000.00 305.00 99,247.79 9,704.94 1,000.00 24,850.00 2,600.00 1,078.19 4.63 3,000.00 2,168.00 1,447.00 1,463.00 8,289.84 2,435.00 1,625.00 5,230.86 2,000.00 233,644.02 5,000,00 1,200,00 275,000.00 606,582.51 262,094.02 BUDGET BALANCE 000000 000000 00.00 ENCUMBERED 2,300.00 31,487.00 346,881,00 21,625,84 7,710,16 4,030,86) 5,295.06 1,078.19) 1,000.00 73,537.00 14,350.00 11,274.81 3,217.60) 0.00 55.00) 8,002.21 1,565.00 375.00 212,305.99 8,282.21 21.26 0.00 128,837.50 12.00 0.00 0.00 2,332.00 53.00 0.00 50.00 76,405.98 950.00 719.53) 5,000.00 0.00 00.00 00.0 0.00 1,319.49 76,355.98 495.37 414.00 945,117.49 YEAR TO DATE ACTUAL 00.00 000000 000000 00.00 0.00 00.0 0.00 PERIOD CURRENT 310,000 1,000 24,850 2,650 338,500 54,000 250 315,000 38,000 16,000 1,200 15,000 140,000 75,000 25,000 1,200 3,000 4,000 4,000 5,000 3,000 4,500 1,500 10,000 2,000 3,000 4,000 2,000 28,000 800 500 150,000 275,000 1,551,700 1,105,950 CURRENT BUDGET Gas, Oil, Diesel Fuel Publicity, Subscripts & Dues 0-410-2800 Furniture/Fixtures-CH Addit Bad Debt Expense (Prop.Tax) 10-410-1105 Salaries - City Commission 10-410-1108 Longevity Pay Vehicle Repair&Maintenance Contractual/Svc Agreements 10-410-1101 Overtime - Administrative 10-410-1100 Salaries - Administrative .0-410-1300 Employee Health Insurance City Property Maintenance Bldg Repair & Maintenance .0-410-2014 Worker's Comp. Insurance .0-410-2016 Liability & Property Ins. Sumner-Property TR Match Postage & Machine Rental 10~410-1400 Refirement 10-410-1500 Unemployment Insurance 0-410-2750 Robt-Property TR Match 0-410-6000 Building Imp's/CH Reno 0-410-6020 Debt Service-Prin/Bond 0-410-2000 Other Medical Expense Meals & Entertainment 0-410-4016 Accounting & Auditing 0-410-4000 Professional Services 0-410-2002 Education & Training Repair & Maintenance 0-410-2310 Miscellaneous/Sundry Recording Documents 0-410-2700 Donation to Library Telephone&Internet Operating Supplies TOTAL Other Personnel Costs Interest Expense Office Supplies 0-410-2312 Minor Equipment 0-410-4014 Legal Services .0-410-1200 SS & Medicare DEPARTMENTAL EXPENDITURES 0-410-4026 Promotional roral other Expenses 0-410-2100 Utilities Other Personnel Costs POTAL Administration 0-410-7000 Reserve TOTAL Salaries 0-410-2206 0-410-2316 0-410-2106 0-410-2200 0-410-2202 0-410-2102 0-410-2104 0-410-2210 0-410-2300 0-410-2302 0-410-2322 0-410-2332 0-410-2702 0-410-2207 0-410-2326 0-410-2745

10 -General Fund DEPARTMENT - Building/Codes

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED)

9

PAGE:

AS OF: JUNE 30TH, 2025

OF YEAR COMPLETED: 100.00

0.00 0.00 0.00 0.00 0.00 1.35 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.36 1.00 25.56 0.00 82.84 1.13 0.00 18.15 BUDGET ALD 49.45 3,674.08) 15,200.00) 1,000.00 44,662.00 1,000.00 45,662.00 250.00 3,000.00 1,000.00 108.41 557.37 500.00 600.64 9,886.74 3,000.00 100.00 203.90 869.73 1,500.00 479.00 50,093.71 BUDGET 00.00 000000 0.00 ENCUMBERED TOTAL 3,012.62 0.00 113.26 641.59 442.63 0.00 13,674.08 0.00 0.00 0.00 00.00 15,338.00 2,899.36 00.0 130.27 49,006.29 30,655.6 YEAR TO DATE ACTUAL 00000 000000 0.00 PERIOD CURRENT 1,000 3,500 10,000 3,000 16,600 250 250 1,500 60,000 250 3,000 1,000 1,000 1,000 1,000 1,000 21,500 10,000 99,100 CURRENT BUDGET 10-411-2106 Publicity, Subscriptions&Due 10-411-2202 Vehicle Repair&Maintenance 10-411-2210 Contractual/Svc Agreements 10-411-2214 Contractual Bldg Insp 10-411-2300 Operating Supplies 10-411-1300 Employee Health Insurance 10-411-1400 Retirement 10-411-1100 Salaries - Bldg/Codes 10-411-1108 Longevity Pay 10-411-2000 Other Medical Expense 10-411-2002 Education & Training 10-411-2014 W.Comp Insurance 10-411-2302 Office Supplies 10-411-2310 Miscellaneous/Sundry 10-411-2312 Minor Equipment 10-411-2324 Clothing & Uniforms 10-411-2102 Telephone/Internet 10-411-1500 Unemployment Ins. TOTAL Other Personnel Costs Other Personnel Costs 10-411-1200 SS & Medicare DEPARTMENTAL EXPENDITURES TOTAL Other Expenses 10-411-2104 Gas & Oil TOTAL Building/Codes TOTAL Salaries Other Expenses

10 -General Fund DEPARTMENT - Municipal Court

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

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	CURRENT CU BUDGET I	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET BALANCE	% YTD BUDGET
49,920	20	000	29,008.00	00.0	20,912.00	58.11
50,920	200	00.0	30,108.00	00.0	20,812.00	110.00
r		c c	()	6	:	
000		00.0	1,992.88	0.00	1,207.12	62.28
<i>y</i> 0	0 1	00.00	00.0	00.0	00.000,6	00.00
3,00	00	00.00	00.00	00.0	3,000.00	00.00
- 1	9	00.00	00.00	00.00	100.00	00.0
15,30	300	00.0	1,992.88	00.00	13,307.12	13.03
25	50	00.00	00.0	00.00	250.00	00.0
3,000	00	00.00	00.00	00.00	3,000.00	00.00
-	100	00.00	00.0	00.00	100.00	00.00
100	0	00.00	00.00	00.00	100.00	00.00
8,000	0	00.00	1,700.00	00.00	6,300.00	21.25
200	0	00.00	00.0	00.00	200.00	00.00
500	0	00.00	00.00	00.00	500.00	00.00
5,000	0	00.00	00.00	00.00	5,000.00	00.00
1,000		00.00	00.0	00.00	1,000.00	00.00
6,000	0	0.00	1,250.00	00.00	4,750.00	20.83
24,450	20	00.00	2,950.00	00.0	21,500.00	12.07
90,670	0.20	00.00	35,050.88	00.00	55,619.12	38.66

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

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PAGE:

		% OF YEAR COMPLETED: 100.00
CZOZ "UTOC TOOM OF COZO		
	10 -General Fund	DEPARTMENT - Police Dept

% YTD BUDGET

BUDGET

TOTAL ENCUMBERED

YEAR TO DATE ACTUAL

CURRENT

CURRENT

DEPARTMENTAL EXPENDITURES

Salaries 10-421-1100 Salaries - Clerical PD	3,00	0	121.0	0	0 67	0	
Salaries -	0	00.00	744,263.86	00.0	7	76.33	
Overtime - Police	5,00	0.	75.5	0.	424.5	w,	
10-421-1107 THSO Grant/Traffic Enf	5,00	0.	0.0	0.	5,000.0	0.	
10-421-1108 Longevity Pay	2,50	의	,600.0	의	0.00	4.0	
TOTAL Salaries	0	0.	777,560.36	0.	9	S	
Other Personnel Costs							
10-421-1200 SS & Medicare	50,	0.	36.5	0.	,236.5	4	
10-421-1300 Employee Health Insurance	190,000	00.00	1,047.16	00.00	188,952.84	0.55	
10-421-1400 Retirement	o`	0	25.9	0	0,125.9	2	
10-421-1500 Unemployment Insurance	rì	의	0.0	0,	1,000.0	0	
TOTAL Other Personnel Costs	291,000	0	57,157.78	0.	42.2	9	
Other Expenses			((((
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	00	0	ů.	0,	2,268.5	3	
	0,00	0	0.0	0	0.000,	0.	
	00'0	0	01.2	0.	1,901.2	0.6	
	00'0	0.	2,171.8	0	828.1	4.3	
Publicity, Subscripts & Due	2,50	0.	50.5	0.	1,649.5	4.0	
	00	0.	74.9	0.	,325.0	ς,	
	1,00	0.	330.0	0	70.0	3.0	
-421-2210	30,00	0	16.6	0	8,283.4	7.	
	8,00	0.	,963.3	0	6	80.7	
	00	0.	51.2	0.	,348.7	0.	
-421-2302	50	0.	0.0	0.	,500.0	0.	
	1,00	0.	61.2	0.	38.7	<u>.</u>	
	00	0	0	0.	692.9	0.6	
	00,0	0.	2,662.6	0.	,337.3	3	
10-421-2332 Meals & Entertainment	\bigcirc	0.	6.7	0.	03.2	9.3	
	0	0.	7.1	0.	7.1	0	
	1,000	0	,320.0	0.	0.0	32.0	
-421-4026	00	0	0.000,	0.	0	0	
	S	00.0	12,	00.00	24,	∞	
10-421-6014 Machinery&Equipment-Police	0	0	55,435.8	0	5,435.8	0.	
TOTAL Other Expenses	478,000	00.00	9,282.0	0,	8,717.9	91.90	
TOTAL Police Dept	1,869,500	00.00	1,274,000.18	00.0	595,499.82	68.15	
P4)7						11 11 01 02 11 13	

10 -General Fund DEPARIMENT - Fire Dept

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OF YEAR COMPLETED: 100.00

REVENUE & EXPENSE REPORT (UNAUDITED) CITY OF MILLERSVILLE

AS OF: JUNE 30TH, 2025

15.58 0.00 84.79 79.36 24.79 13.75 134.37 23.58 44.01 134.36 0.00 0.00 35.26 0.00 35.26 0.00 35.26 0.00 80.25 0.00 22.12 0.76 0.00 0.00 8.31 37.56 6.00 34.82 % YTD BUDGET 35.75 01/0 6,167.00)
4,221.00
10,000.00
760.61
760.61
1,725.00
35,156.13
1,528.48
2,239.49
6,872.74) 3,500.00 500.00 6,473.68 20,000.00 36,029.03) 104,891.45 15,040.00 119,931.45 15,575.12 19,847.08 15,000.00 4,016.64 500.00 197.55 100,00 264,454.30 BUDGET BALANCE 0.00 00000 00.0 ENCUMBERED TOTAL 471.52 1,760.51 26,872.74 375.32 4,239.39 1,983.91 1,830.23 275.00 0.00 960.00 152.92 0.00 2,983.36 00.0 20,156.13) 59.70 00.00 0.00 63,108.55 4,424.88 9,167.00 779.00 43,529.03 802.45 78,499.35 147,145.70 YEAR TO DATE ACTUAL 0.00 000000 00.0 PERIOD CURRENT 20,000 20,000 15,000 100 55,100 10,000 2,500 1,5,000 2,000 2,000 6,000 6,000 3,500 500 20,000 500 168,000 16,000 3,000 7,000 411,600 CURRENT BUDGET 10-422-2104 Gas, 0il, Diesel Fuel 10-422-2106 Publicity, Subscripts & Dues Equip. Repair & Maintenance Promotional/Fire Prevention 10-422-1100 Salaries - Fire Department 10-422-1105 Volunteer Pay 10-422-2206 Bldg Repair & Maintenanc 10-422-2210 Contractual/Svc Agreements: 10-422-2300 Operating Summit-Vehicle Repair&Maintenance 10-422-1300 Employee Health Insurance 0-422-2312 Minor Equipment-Fire 0-422-2314 Minor Equp-Turnout Gear 10-422-1400 Retirement 10-422-1500 Unemployment Insurance ther Expenses 10-422-2000 Other Medical Expense 0-422-2332 Meals & Entertainment .0-422-2102 Telephone & aircards 10-422-2002 Education & Training 0-422-2310 Miscellaneous/Sundry .0-422-6004 Debt Svc-Fire Engine 0-422-2324 Clothing & Uniforms TOTAL Other Personnel Costs 10-422-2014 W.Comp Insurance .0-422-2100 Utility Services Interest Expense Office Supplies Other Personnel Costs 10-422-1200 SS & Medicare DEPARTMENTAL EXPENDITURES TOTAL Other Expenses Fire Foam TOTAL Salaries 0-422-2304 0-422-2302 0-422-2322 0-422-2202 0-422-4026 TOTAL Fire Salaries

10 -General Fund DEFARIMENT - Development Services

% OF YEAR COMPLETED: 100.00

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET BALANCE	% YTD BUDGET
Salaries 10-440-1108 Longevity Pay	0.50	0.00	00.0	00.0	50.00	00.0
LOIME SALALIES	00	00.0	00.0	00.00	50.00	00.00
Other Personnel Costs	C L	c c	(6	;	
TOTAL Other Personnel Costs	50	00.00	00.0	00.00	50.00	0.00
Other Expenses						
10-440-2002 Education & Training	500	00.00	00.00	00.00	500.00	00.00
10-440-2014 W.Comp Insurance	100	00.00	00.00	00.00	100.00	00.00
10-440-2102 Telephone/Internet		00.00	743.67	00.00	243.67)	148.73
10-440-2104 Gas & Oil		00*0	00.00	00.00	500.00	00.00
10-440-2106 Publicity, Subscriptions&Due		00.00	00.00	00.00	200.00	00.00
10-440-2202 Vehicle Repair&Maintenance		00.00	00.00	00.0	500.00	00.00
10-440-2210 Contractual/Svc Agreements		00.00	28,128.10	00.00	1,871,90	93.76
10-440-2212 Contractual - Plan Review	80,000	00.00	00.00	00.00	80,000,00	00.00
10-440-2300 Operating Supplies	300	00.00	00.00	00.00	300.000	00.00
10-440-2302 Office Supplies	200	00.00	00.00	00.00	500.00	00.00
10-440-2312 Minor Equipment	200	00.0	00.00	00.00	500.00	00.00
10-440-2324 Clothing & Uniforms	100	00.00	00.00	00.00	100.00	00.00
10-440-2332 Meals & Entertainment	300	00.00	00.00	00.00	300.00	00.00
TOTAL Other Expenses	114,000	00.00	28,871.77	00.00	85,128.23	25.33
TOTAL Development Services	114,100	00.00	28,871.77	00.00	85,228.23	25.30

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

		% OF YEAR COMPLETED: 100.00
110 CIVE 2011 2020		
	10 -General Fund	DEPARIMENT - Community Ctr/Parks

% YTD BUDGET	00 67.10 00 23.40 00 66.12	88.05 23 0.54 00 0.00 86 17.12	000	5)	0000m	22.10 00 0.00 00 0.00 335 26.95 00) 0.66- 35.45 31 31.21	40.72 86 59.28 82 177.27	
BUDGET BALANCE	14,372. 766. 15,138.	298. 7,459. 3,000. 100.	42.000.00	5,532. 2,198.		779. 750. 1,826. 15,099. 1,290.	85,741 1,743,218.8 146,411.8	
TOTAL	00.0	00000	000		000000		00.00	
YEAR TO DATE ACTUAL	29,308.00 234.00 29,542.00	2,201.37 40.77 0.00 2,242.14	108.00	3 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2,449,00 0,00 2,455,30 450,00 6,566,57		58,888.83 2,538,081.14 335,892.82)	
CURRENT	00.0	00.00	0,0,0		0,0,0,0,0		0.00	
CURRENT BUDGET	43,680 1,000 44,680	2,500 7,500 3,000 100 13,100	250 250	18,	77,07,00	1,000 250 750 2,500 15,000 2,000 86,850	144,630 4,281,300 189,481)	
DEPARTMENTAL EXPENDITURES	Salaries 10-444-1100 Salaries - Parks 10-444-1101 Overtime - Parks TOTAL Salaries	Other Personnel Costs 10-444-1200 SS & Medicare 10-444-1300 Employee Health Insurance 10-444-1400 Retirement 10-444-1500 Unemployment Ins. TOTAL Other Personnel Costs	Other Expenses 10-444-2000 Other Medical Expense 10-444-2002 Education & Training	0-444-2102 Telephone&Internet 0-444-2104 Gas & Oil	0-444-2106 0-444-2204 0-444-2206 0-444-2200	10-444-2300 Operating Supplies 10-444-2302 Office Supplies 10-444-2312 Minor Equipment-C.Center 10-444-2312 Minor Equipment-C.Center 10-444-3000 Special Events 10-444-4026 Marketing/Promotional TOTAL Other Expenses	TOTAL Community Ctr/Parks TOTAL EXPENDITURES REVENUE OVER/(UNDER) EXPENDITURES (

20 -Sewer Fund FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
REVENUE SUMMARY						
Sewer Revenue Other Revenue	1,480,000	00.00	1,061,072.79	0.00	418,927.21	71.69
TOTAL REVENUES	1,526,000	00.00	1,094,107.08	00.00	431,892.92	71.70
EXPENDITURE SUMMARY						
Sewer Salaries Other Personnel Costs Other Expenses TOTAL EXPENDITURES REVENUE OVER/(UNDER) EXPENDITURES	144,750 78,200 2,442,453 2,665,403 2,665,403 (1,139,403)	000000000000000000000000000000000000000	192,918.90 11,673.60 432,834.03 637,426.53 637,426.53	000000000000000000000000000000000000000	0.00 (48,168.90) 0.00	133.28 14.93 17.72 23.91 23.91 40.08-

20 -Sewer Fund

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

				8 OF	OF YEAR COMPLETED: 100.00	100.00
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
Sewer Revenue						
20-3000 Operating Revenue-Sewer 20-3001 Tap Fees	1,480,000	00.0	1,018,572,79	0.00	461,427.21	68.82
TOTAL Sewer Revenue	1,480,000	00.0	1,061,072.79	00.0	418,927.21	71.69
Other Revenue 20-3400 Sewer Fees/Insp, Permits, etc	4,000	00.0	00.00	00*0	4,000.00	00.0
20-3501 Interest Income	0	00.00	85.02	00.0	85.02)	00.00
20-3504 Miscellaneous Income	42,000	00.0	32,949.27	00.00	9,050.73	78.45
'FOTAL Other Revenue	46,000	00.0	33,034.29	00.00	12,965.71	71.81
Transfers						
TOTAL REVENUE	1,526,000	00.00	1,094,107.08	00.0	431,892.92	71.70

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

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		% OF YEAR COMPLETED: 100.00
AS OF: CONE SOLE, ZUZS		
	20 -Sewer Fund	DEPARTMENT - Sewer

			a a	
% YTD BUDGET	144.96 0.00 57.27 133.28	75.54	22 60 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
BALANCE	59,343.90) 10,000.00 1,175.00 48,168.90)	3,669.73 49,656.67 13,000.00 200.00 66,526.40		
TOTAL ENCUMBERED	000000	00000		1
YEAR TO DATE ACTUAL	191,343.90 0.00 1,575.00 192,918.90	11,330.27 343.33 0.00 11,673.60	439.00 0.00 0.00 0.00 0.00 7,471.87 7,471.87 7,500.00 4,911.42 3,390.84 11,302.96 13,390.84 13,390.84 1,302.96 10,00 1,656.78 80,700.08 80,700.08 80,700.08 82,066.68 81,632.73 17,524.00 17,524.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 132,610.00 14,132.71 14,132.71	
CURRENT PERIOD	00000	000000		į
CURRENT BUDGET	132,000 10,000 2,750 144,750	15,000 50,000 13,000 78,200	1,000 15,000 15,000 11,000 11,000 15,000 6,000 6,000 6,000 1,00	-
DEPARTMENTAL EXPENDITURES	Salaries 20-522-1100 Salaries - Sewer 20-522-1101 Overtime - Sewer 20-522-1108 Longevity Pay TOTAL Salaries	Other Personnel Costs 20-522-1200 SS & Medicare 20-522-1300 Employee Health Insurance 20-522-1400 Retirement 20-522-1500 Unemployment Insurance TOTAL Other Personnel Costs	Other Expenses 20-522-2000 Chter Medical Expense 20-522-2010 Chter Medical Expense 20-522-2014 Worker's Comp Insurance 20-522-2014 Worker's Comp Insurance 20-522-2016 Liability & Property Ins. 20-522-2100 Utilities 20-522-2102 Telephone 20-522-2104 Gas, Oil, Diesel Fuel 20-522-2106 Publicity, Subscripts & Dues 20-522-2200 System Rep&Maintenance 20-522-2202 Vehicle Repair&Maintenance 20-522-2204 Equip. Repair & Maintenance 20-522-2204 Equip. Repair & Maintenance 20-522-2206 Bldg Repair & Maintenance 20-522-2310 Operating Supplies 20-522-2310 Miscellaneous/Sundry 20-522-2316 Miscellaneous/Sundry 20-522-2316 Miscellaneous/Sundry 20-522-2316 Miscellaneous/Sundry 20-522-2316 Miscellaneous/Sundry 20-522-2316 Postage 20-522-2316 Rental Equip. & Machinery 20-522-2400 Sewage Treatment-Metro 20-522-4008 Sewage Treatment-Metro 20-522-4008 WHUD Readings 20-522-4008 Pretreatment (Odor Control) 20-522-4010 Pretreatment (Odor Control) 20-522-4010 Pretreatment (Odor Control) 20-522-4010 Pretreatment Swr Loan 20-522-4010 Pretreatment Swr Loan 20-522-4010 Pretreatment Swr Loan 20-522-6006 Pumps (System r&m) 20-522-6014 Machinery&Equipment-Swr TOTAL Sewer	

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20 -Sewer Fund DEPARIMENT - Sewer

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED: 100.00

% YTD BUDGET	23.91	40.08-
BUDGET	0.00 2,027,976.47	0.00 (1,596,083.55)
TOTAL	00.0) 00.0
YEAR TO DATE ACTUAL	637,426.53	456,680.55
CURRENT	0.00	00.00
CURRENT BUDGET	2,665,403	(1,139,403)
DEPARTMENTAL EXPENDITURES	TOTAL EXPENDITURES	REVENUE OVER/ (UNDER) EXPENDITURES

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CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

PAGE:

% YTD BUDGET 87.64 % OF YEAR COMPLETED: 100.00 87.64 41,789.07 41,789.07 BUDGET BALANCE 0.00 0.00 ENCUMBERED TOTAL 296,410.93 296,410.93 YEAR TO DATE ACTUAL 00.00 00.0 CURRENT PERIOD 338,200 338,200 CURRENT BUDGET EXPENDITURE SUMMARY 30 -Street Fund FINANCIAL SUMMARY Street Revenue REVENUE SUMMARY TOTAL REVENUES Street

0.00 0.00 72.20 78.12

54,493.13) 3,932.39) 274,376.21 215,950.69

00.00

54,493.13 3,932.39 712,723.79 771,149.31

00.00

987,100

Other Personnel Costs Other Expenses TOTAL Street

78.12 73.16

215,950.69

00.00

174,161.62)

0.00 (

474,738.38)

0.00 (

648,900)

REVENUE OVER/ (UNDER) EXPENDITURES

TOTAL EXPENDITURES

771,149.31

00.0

987,100

30 -Street Fund

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED: 100.00

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REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET BALANCE	% YTD BUDGET
Street Revenue 30-3030 State Gas-Motor Fuel Tax	220,000	00.00	68,211,59	00.0	15. 887, 721	31
30-3032 State Gas 1989 Tax	17,600	00.00	10,758.79	00.00	6,841.21	61.13
30-3034 State Gas 3 Cent Tax	32,600	00 0	19,866.03	00.00	12,733.97	60.94
30-3036 State Gas 2017 Improve Tax	27,000	00.0	34,334.52	00.00	22,665.48	60.24
30-3100 Road Maintenance Fees	10,000	00.00	3,350.00	00.00	6,650.00	33.50
30-3400 Street Permits/Fees	200	00.0	00.00	00.00	500.00	00.00
30-3501 Interest Earned	200	00.00	00.00	00.00	500.00	00.00
30-3600 Grant Proceeds/Sidewalk	0	00.00	159,890.00	0.00	159,890.00)	0.00
TOTAL Street Revenue	338,200	00.0	296,410.93	00.0	41,789.07	87.64
Transfers						
TOTAL REVENUE	338,200	00.00	296,410.93	00.00	41,789.07	87.64

30 -Street Fund DEPARTMENT - Street

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED: 100.00

(

% YTD BUDGET	0.00	0.00	000	86.00	0.00	0.00	18.82 79.96 0.00	78.12	78.12	73.16
BUDGET	54,493.13)	3,932.39)	6,000.00	0 - 0 6	751.66) 500.00 500.00	34.03	312.3 282.3 256.4 376.2	215,950.69	215,950.69	174,161.62)
TOTAL) 00.0	00:00	0000	000		00000	000:00	0.00	00.00	00.0
YEAR TO DATE ACTUAL	54,493.13 54,493.13	3,932.39	0.00	28,404.59 8,600.00	1000	0.00 0.00 465.97	23	771,149.31	771,149.31	474,738.38)
CURRENT PERIOD	00.0	00.0	00.00	000,000	0000	00.00	00000	0.00	00.00	0.00 (
CURRENT BUDGET	0 0	0 0	6,000		1,500	2,000	94,000	987,100	987,100	648,900)
DEPARIMENTAL EXPENDITURES	Salaries 30-431-1100 Salaries - Street TOTAL Salaries	Other Personnel Costs 30-431-1200 SS & Medicare TOTAL Other Personnel Costs	Other Expenses 30-431-2016 Liability & Property Ins. 30-431-2100 Other Utility Services 30-431-2104 Gas, Oil, Diesel Fuel	30-431-2110 Street Lighting 30-431-2204 Equip. Repair & Maintenance 30-431-2208 Street Repair & Maintenance		30-431-2308 Rock, Gravel & Sand 30-431-2310 Miscellaneous/Sundry 30-431-2312 Minor Equipment-Street 30-431-2318 Sign Parts & Supplies	(1)	TOTAL Street	TOTAL EXPENDITURES	REVENUE OVER/(UNDER) EXPENDITURES (

40 -Solid Waste Fund FINANCIAL SUMMARY

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OF	(PE)	-
CILL	IUE & E	
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TLLE (UNAUDITED) AS OF: JUNE 30TH, 2025 % OF YEAR COMPLETED: 100.00

PAGE:

22.08-0.00 8.61 66.58 16.79 0.00 % YTD BUDGET 80.99 0.63 789.41 318,506.17) 184,296.58 3,536.40 1,000.00 151,629.11 30,600.00 325,110.04 507,339.15 188,832.98 507,339.15 BUDGET 00.0 0.00 00000 00.00 0.00 ENCUMBERED TOTAL 367,203.42 713.60 0.00 00.00 27,429.11) 3,210.85 364,706.17 367,917.02 3,210.85 YEAR TO DATE ACTUAL 0.00 00.00 0.00 00.0 0.00 CURRENT PERIOD 551,500 4,250 1,000 124,200 30,600 355,750 510,550 556,750 510,550 46,200 CURRENT BUDGET REVENUE OVER/ (UNDER) EXPENDITURES Salaries Other Personnel Costs Other Expenses TOTAL Solid Waste EXPENDITURE SUMMARY TOTAL EXPENDITURES User Fees Other Revenue REVENUE SUMMARY TOTAL REVENUES Transfers Solid Waste

40 -Solid Waste Fund

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CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

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PAGE:

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET	% YTD BUDGET
	551,500	00.00	367,203.42	00.00	184,296.58	66.58
10-3500 Sale of Recyclables 40-3501 Interest Income TOTAL Other Revenue	4,000	0.00	713.60	00.00	3,286.40	17.84
ransfers 40-3711 From Fund Balance-SW Fund TOTAL Transfers	1,000	000	00.0	000000000000000000000000000000000000000	1,000.00	00.00
	556,750	00.00	367,917.02	00.00	188,832.98	66.08

10 -Solid Waste Fund DEPARTMENT - Solid Waste

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CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED)

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FOR E	TH, 2025
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DEPARTMENT - Solid Waste				́н %	YEAR COMPLETED	: 100.00
DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
() 						
Salaries -	lan.	00.0		00.0	148,421.61	23.68-
40-432-1101 Overtime - Solid Waste	4,000	00.0	00.00	00.00	4,000.00	C
	124,200	0000	. ⊢.	00.0	151,629.11	22.08-
Other Personnel Costs	(6	(
40-432-1200 SS & Medicare 40-432-1300 Employee Health Insurance	15,000	000.0	000	0000	15,000,00	00.00
40-432-1400 Retirement	7,5	00.00	00.0	00.0	7,500.00	00.00
Ins		00.00	00.00	00.00	100.00	0.00
TOTAL Other Personnel Costs	30,600	00.00	00.0	00.00	30,600.00	00.00
Other Expenses	005		C	C	000	
40-432-2014 Worker's Comp. Insurance	4.000	. 0	. C	000		
	10,000	000:0	00.0	00.0	10,000,00	000
	8,000		9.	00.0	5,186.37	35.17
	3,000	00.00	3,000.00	00.0	0.00	100.00
-432-2202	0		\bigcirc I	00.00	7,762.84)	
-432-2210	11,000	00.00	00.00	00.00	11,000,00	00.0
-432-2300	1,200	00.00	432.77	00.00	767.23	36.06
	400	00.00	00.00	00.00	400.00	00.0
	150	00.00	00.00	00.00	150.00	00.0
-432-2316	200		0	00.0	200 00	00.0
Clothing & Uniforms	2,000			00.00	1,130.5	43.47
	ò		1,300.0	00.00	00.00	0.43
40-432-4026 Disposal Fees	15,00	•	461.	00.00	538.70	96.41
TOTAL Other Expenses	355,750	00.0	30,639.96	00.0	325,110.04	8.61
TOTAL Solid Waste		00.0	10	00.0	507,339.15	0.63
OTAL EXPENDITURES	510,550	00.00	3,210.85	00.00	507,339.15	0.63
REVENUE OVER/ (UNDER) EXPENDITURES	46,200	00.0	364,706.17	0.00	318,506.17)	789.41

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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

51.74-% YTD BUDGET 51.53 51.32 00.00 0.00 % OF YEAR COMPLETED: 100.00 10,000.00 7,556.51) 2,423.49 2,443.49 10,000.00 BUDGET 0.00 0.00 00.00 00.0 00.0 ENCUMBERED TOTAL 2,576.51 0.00 00.0 2,576.51 2,576.51 YEAR TO DATE ACTUAL 0.00 00.0 0.00 00.0 0.00 CURRENT 4,980) 5,000 5,020 10,000 10,000 CURRENT REVENUE OVER/ (UNDER) EXPENDITURES Drug Fines/Fees Other Drug Revenue EXPENDITURE SUMMARY Drug Other Expenses TOTAL Drug TOTAL EXPENDITURES 50 -Drug Fund FINANCIAL SUMMARY REVENUE SUMMARY TOTAL REVENUES

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100.00

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

	OF YEAR COMPLETED:	BUDGET
	8	TOTAL
ONE CONE COMP COST		YEAR TO DATE
		CURRENT
		CURRENT
0 -Drug Fund		
50		

% YTD BUDGET		51.53	00.00		51.32
BUDGET		2,423.49	20.00		2,443.49
TOTAL ENCUMBERED		0.00	0.00	ik.	00.0
YEAR TO DATE ACTUAL		2,576.51	0.00		2,576,51
CURRENT		00.0	00.00		00.00
CURRENT BUDGET		5,000	200		5,020
REVENUES	Drug Fund Donations	Drug Fines/Fees 50-3200 Drug Fines TOTAL Drug Fines/Fees	Other Drug Revenue 50-3501 Interest Income TOTAL Other Drug Revenue	Transfers	TOTAL REVENUE

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

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io -Drug Fund		AS OF: JONE SUIH, ZUZS	301H, 2023	e e		
AIMENI — Drug				0	% OF YEAR COMPLETED: 100.00	: 100.00
EPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL	BUDGET BALANCE	% YTD BUDGET
Ē						
Juner Expenses 50-451-2712 Other Drug Related Expenses TOTAL Other Expenses	10,000	00.0	00.00	00.00	10,000.00	00.00
TOTAL Drug	10,000	0.00	0.00	0.00	10,000.00	00.00
OTAL EXPENDITURES	10,000	00.0	00.0	00.0	10,000.00	00.00
EVENUE OVER/(UNDER) EXPENDITURES	4,980)	00.0	2,576.51	00.0	(7,556.51)	51.74-

60 -Stormwater Fund FINANCIAL SUMMARY

CITY OF MILLERSVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JUNE 30TH, 2025

% OF YEAR COMPLETED: 100.00

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	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
REVENUE SUMMARY						
Stormwater Revenue Other Revenue	159,000	00.00	106,462.80	00.00	52,537.20 8,025.00	66.96
TOTAL REVENUES	169,150	00.00	108,587.80	00.00	60,562.20	64.20
EXPENDITURE SUMMARY						
Stormwater Fund						
Salaries	0	00.00	40,537.29	00.00	40,537,29)	00.00
Other Personnel Costs	14,550	00.00	00.00	00.00	14,550.00	00.00
Other Expenses	694,765	00.00	134,499.52	00.00	560,265.48	19.36
TOTAL Stormwater Fund	709,315	0.00	175,036.81	00.0	534,278.19	24.68
TOTAL EXPENDITURES	709,315	00.00	175,036.81	00.00	534,278.19	24.68
REVENUE OVER/ (UNDER) EXPENDITURES	(540,165)) 00.0	66,449.01)	00.00	473,715.99)	12.30

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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2025

50 -Stormwater Fund

iD: 100.00	% YTD BUDGET	
OF YEAR COMPLETED: 100.00	BUDGET BALANCE	
% OF	TOTAL	
	YEAR TO DATE ACTUAL	
	CURRENT	
	CURRENT BUDGET	
	UES	
	EVENC	

REVENUES	CURRENT BUDGET	CURRENT	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
itormwater Revenue 60-3000 Stormwater Fees TOTAL Stormwater Revenue	159,000	00*0	106,462.80	00*0	52,537.20	96.99
Ther Revenue						K
60-3400 Stormwater Permits/Fees	10,000	00.00	2,125.00	00 0	7,875.00	21.25
60-3501 Interest Income	150	00.00	00.00	00.00	150.00	00.00
TOTAL Other Revenue	10,150	00.0	2,125.00	00.00	8,025.00	20.94
ransfers						
OTAL REVENUE	169,150	00.00	108,587.80	00.00	60,562.20	64.20

60 -Stormwater Fund DEPARIMENT - Stormwater Fund

REVENUE & EXPENSE REPORT (UNAUDITED) CITY OF MILLERSVILLE

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PAGE:

AS OF: JUNE 30TH, 2025

OF YEAR COMPLETED: 100.00

000000 00.00 BUDGET % YTD 24.68 24.68 12.30 40,104.79) 432.50) 40,537.29) 20,280.49) 3,000.00 9,000.00 2,500.00 50.00 1,200.00 5,000.00 500.00 540.00 540.00 50.00 345.00 4,500.00 473,715.99) 500.00 500.00 534,278.19 534,278.19 540,610.97 BUDGET BALANCE 0.00 000000 00.0 00.00 00.00 ENCUMBERED 432.50 0.00 0.00 0.00 0.00 3,460.00 28,280.49 0.00 0.00 00000 102,604.03 40,104.79 66,449.01) 155.00 YEAR TO DATE 175,036.81 175,036.81 ACTUAL 0.00 000000 0.00 00.0 00.0 CURRENT PERIOD 3,000 9,000 2,500 000 14,550 1,200 500 8,000 500 500 500 540,165) 500 25,000 709,315 709,315 CURRENT BUDGET 60-461-2202 Vehicle Repair&Maintenance 60-461-2210 Contractual/Svc Agreements 60-461-1300 Employee Health Insurance Publicity, Subscripts&Dues 60-461-2014 Work Comp Insurance 60-461-2016 Liability & Property Ins. Salaries 60-461-1100 Salaries - Stormwater 60-461-1108 Longevity Pay Other Expenses 60-461-2000 Other Medical Expense 60-461-2002 Education & Training EXPENDITURES 60-461-2324 Clothing & Uniforms 60-461-6000 System Imp's/Repair 60-461-2102 Telephone/Internet 60-461-2300 Operating Supplies 60-461-1500 Unemployment Ins. TOTAL Other Personnel Costs Contractual-OHM 60-461-2312 Minor Equipment Other Personnel Costs 60-461-1200 SS & Medicare DEPARTMENTAL EXPENDITURES 60-461-1400 Retirement TOTAL Other Expenses 60-461-2104 Gas & Oil Stormwater Fund 60-461-2316 Postage OVER/ (UNDER) TOTAL EXPENDITURES TOTAL Salaries 60-461-2106 60-461-2212 REVENUE TOTAL

This Instrument prepared by: State of Tennessee Department of Transportation Region 3 6601 Centennial Blvd. Nashville, TN 37243 (Local Government)

Project No. 265-C Tract Nos. Multiple Sumner County Request No. 7082

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the day
by and between THE STATE OF TENNESSEE, actir
by and through its Commissioner of Transportation (hereinafter referred to as "State"
and the CITY OF MILLERSVILLE, TENNESSEE (hereinafter referred to a
"Licensee").
WHEREAS, Licensee desires to use a portion of the Licensed Premises
construct, install, operate, and maintain pedestrian, drainage, and safety improvements
Louisville Highway/State Route 41/US-31W being more specifically described in Exhib
A being attached to and made a part of this License; and
WHEREAS, the State is willing to permit said use of the Licensed Premise
subject to certain conditions.
NOW, THEREFORE, in consideration of the execution of this Licens
Agreement, it is mutually agreed between the parties hereto as follows:
1. <u>LICENSE</u> – Licensee is hereby granted permission to use the Licensed Premise to construct, install, operate, and maintain pedestrian, drainage, and safet improvements to Louisville Highway/State Route 41/US-31W (hereinafter referred to as the "Improvements").
2. USE OF LICENSED PREMISES — Licensee shall be permitted to use the Licensed Premises for a public use purpose, subject to cancellation for failur to continue public use for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by price written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate an maintain any existing utility facilities within the Licensed Premises.
3. <u>FEE</u> - Licensee shall pay \$0 per year to the State for the use of the License Premises.
4. TERM – The License is a twenty-five (25) year, renewable license which shabegin on and shall end on 20
5. ACCESS – The State shall provide Licensee access to the Licensed Premises a all times for the uses authorized herein.

6. <u>MAINTENANCE</u> – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

- A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.
- If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 C.F.R. Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.
- 8. TRAFFIC CONTROL At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current Manual on Uniform Traffic Control Devices. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
- 9. FIRE HAZARD The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
- 10. **DAMAGE TO STATE PROPERTY** Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance

- with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
- 11. **LIABILITY** Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
- 12. INSURANCE The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
- 13. <u>PERMITS</u> Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. § 65-31-101 *et seq.* are met.
- 14. **COMPLIANCE** All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
- 15. TITLE VI ASSURANCES The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

- 16. AMERICANS WITH DISABILITIES ACT ASSURANCES - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License Agreement, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (36 C.F.R. Part 1190; published in the Federal Register, August 8, 2023).
- 17. **REVERSION** In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
- 18. ADJACENT PROPERTY Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 C.F.R. Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).
- NO PERMANENT OWNERSHIP Licensee does not currently possess, nor through this License Agreement acquire, permanent ownership or control over the Licensed Premises.
- TERMINATION The State may terminate this License Agreement at will with 60 days written notice to Licensee.
- 21. **ASSIGNMENT** The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Millersville, Tennessee M.D. Gorham, Interim City Manager 1246 Louisville Highway Millersville, TN 37072 615-859-0880 citymanager@cityofmillersville.com

TO THE STATE:

Department of Transportation Brian Dickerson, Excess Land Office James K. Polk Bldg., 6th Floor 505 Deaderick Street Nashville, Tennessee 37243 License Agreement Request No. 7082

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:	
CITY OF MILLERSVILLE, TENNESSEE	
Mayor Lincoln Atwood	DATE:
APPROVED AS TO FORM AND LEGALITY:	
Attorney for Licensee	DATE:
Howard H. Eley Deputy Governor and Commissioner Tennessee Department of Transportation	DATE:
APPROVED AS TO FORM AND LEGALITY: Leslie South, General Counsel Tennessee Department of Transportation	DATE:

This Instrument prepared by: State of Tennessee Department of Transportation Region 3 6601 Centennial Blvd. Nashville, TN 37243 (Local Government)

Project No. 265-C Tract Nos. Multiple Sumner County Request No. 7082

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the day of	f
, 20 by and between THE STATE OF TENNESSEE, actin	g
by and through its Commissioner of Transportation (hereinafter referred to as "State"	')
and the CITY OF MILLERSVILLE, TENNESSEE (hereinafter referred to a	s
"Licensee").	
WHEREAS, Licensee desires to use a portion of the Licensed Premises t	0
construct, install, operate, and maintain pedestrian, drainage, and safety improvements to	0
Louisville Highway/State Route 41/US-31W being more specifically described in Exhibit	t
A being attached to and made a part of this License; and	
WHEREAS, the State is willing to permit said use of the Licensed Premise	8
subject to certain conditions.	
NOW, THEREFORE, in consideration of the execution of this Licens	е
Agreement, it is mutually agreed between the parties hereto as follows:	
 LICENSE - Licensee is hereby granted permission to use the Licensed Premise to construct, install, operate, and maintain pedestrian, drainage, and safet; improvements to Louisville Highway/State Route 41/US-31W (hereinafte referred to as the "Improvements"). 	y
2. USE OF LICENSED PREMISES — Licensee shall be permitted to use the Licensed Premises for a public use purpose, subject to cancellation for failur to continue public use for the operation of the Improvements. Licensee shall no be permitted to use the Licensed Premises for any other purpose except by prio written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.	etr
 FEE - Licensee shall pay \$0 per year to the State for the use of the Licensee Premises. 	j
4. TERM - The License is a twenty-five (25) year, renewable license which shall begin on 20 and shall end on 20	
 ACCESS - The State shall provide Licensee access to the Licensed Premises a all times for the uses authorized herein. 	t

 MAINTENANCE – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. IMPROVEMENTS:

- A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.
- If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 C.F.R. Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.
- 8. TRAFFIC CONTROL At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current Manual on Uniform Traffic Control Devices. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
- 9. FIRE HAZARD The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.
- 10. DAMAGE TO STATE PROPERTY Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance

- with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
- 11. LIABILITY Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
- 12. INSURANCE The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
- 13. <u>PERMITS</u> Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. § 65-31-101 et seq. are met.
- 14. <u>COMPLIANCE</u> All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
- 15. TITLE VI ASSURANCES The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

- 16. AMERICANS WITH DISABILITIES ACT ASSURANCES - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License Agreement, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (36 C.F.R. Part 1190; published in the Federal Register, August 8, 2023).
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- TERMINATION The State may terminate this License Agreement at will with 60 days written notice to Licensee.
- ASSIGNMENT The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Millersville, Tennessee M.D. Gorham, Interim City Manager 1246 Louisville Highway Millersville, TN 37072 615-859-0880 citymanager@cityofmillersville.com

TO THE STATE:

Department of Transportation Brian Dickerson, Excess Land Office James K. Polk Bldg., 6th Floor 505 Deaderick Street Nashville, Tennessee 37243 License Agreement Request No. 7082

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:	
CITY OF MILLERSVILLE, TENNESSEE	
Mayor Lincoln Atwood	DATE:
APPROVED AS TO FORM AND LEGALITY:	
Attorney for Licensee	DATE:
STATE OF TENNESSEE	
Howard H. Eley Deputy Governor and Commissioner Tennessee Department of Transportation	DATE:
APPROVED AS TO FORM AND LEGALITY:	
Leslie South, General Counsel Tennessee Department of Transportation	DATE: