

**Millersville Board of Commissioners
Regular Meeting Agenda**

**Tuesday, January 21, 2020 at 5:30 P.M.
Millersville Community Center, 1181 Louisville Highway**

1. Call to Order.
2. Invocation and Pledge to the Flag.
3. Approve the minutes from the December 17, 2019 Regular Commission Meeting.
4. Approve the minutes from the January 6, 2020 Special Commission Meeting.
5. Acceptance of the December 2019 Financial Report.
6. **Public Hearing on Ordinance 19-735**, an ordinance to amend Ordinance 05-515 related to processing fees for credit card payments.
 1. Open Public Hearing.
 2. Close Public Hearing.
7. **Second Reading of Ordinance 19-735**, an ordinance to amend Ordinance 05-515 related to processing fees for credit card payments.
8. Approve OHM's Proposal for Slaters Creek Stream Bank Stabilization.
9. Approve OHM's Proposal for Mansker Creek Stream Bank Stabilization.
10. Approve **Resolution 20-R-18**, a resolution to declare items as surplus property and authorize the sale or disposal of property that has been deemed surplus, out of service, seized or abandoned.
11. Approve Amendment 3 of the Grant Contract between the State of Tennessee/TDOT for the Multi-modal Connectivity/Sidewalk Project.
12. Approve the Mayor's Appointment of Tommy Long to serve on the Planning Commission.
13. Citizens comments. (Limited to 3 minutes per speaker.)
14. City Manager comments.
15. Commissioner comments.
16. Adjournment.

**CITY OF MILLERSVILLE, TENNESSEE
ORDINANCE 19-735**

**AN ORDINANCE TO AMEND ORDINANCE 05-515 RELATED TO
CREDIT CARD PAYMENTS AND PROCESSING FEES.**

WHEREAS, the City adopted Ordinance 05-515 on August 21, 2007 which allowed for the acceptance of credit cards for billed city services and to establish a processing fee of three percent (3%) to cover the cost to the City; and

WHEREAS, due to the recent partnership with the Millersville Public Library for the Community Center rentals, it is necessary that the City establish an off-site payment option for the Library to accept credit cards for rentals and deposits; and

WHEREAS, at the recommendation of the Library and for the convenience of our renters, the City has opened a Square account so the Library Staff can accept credit card payments on behalf of the City; and

WHEREAS, the processing fee for credit cards charged by Square exceeds the 3% established in Ordinance 05-515, therefore it is necessary to establish a separate processing fee for the Square account of 3.75% to cover the cost to the City.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, that a separate processing fee for credit cards utilizing the City's Square Account shall be 3.75% of the amount being paid.

THIS ORDINANCE SHALL BECOME EFFECTIVE UPON FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading: _____

Public Hearing: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

By: _____
Holly L. Murphy, City Recorder

Approved as to form and legality:

By: _____
Bruce Oldham, City Attorney

**CITY OF MILLERSVILLE
ORDINANCE 05-515**

AN ORDINANCE TO ALLOW THE CITY TO ACCEPT CREDIT CARD PAYMENTS FOR UTILITY BILLS, TRASH COLLECTION BILLS, CITY COURT RELATED PAYMENTS, TAX PAYMENTS AND OTHER PAYMENTS MADE TO THE CITY AND TO ESTABLISH A PROCESSING FEE FOR SUCH CREDIT CARD PAYMENTS.

WHEREAS, the City has received numerous requests to receive payment for utility bills, trash collection bills, city court related payments, tax payments and other payments to the City by credit card; and

WHEREAS, procedurally, the City has no objection to receiving payment for aforementioned items by credit card as long as its costs of collection are covered; and

WHEREAS, it is necessary for the City to affirmatively establish the authority to accept payments by credit cards and set the costs for same.

NOW, THEREFORE, BE IT ORDAINED by the Millersville Board of Commissioners, that the City of Millersville shall accept payment for such bills as utility bills, trash collection bills, city court related payments, tax payments (etc), by credit card, and the processing fee for same shall be three percent (3%) of the amount of the bill being paid.

THIS ORDINANCE SHALL BECOME EFFECTIVE UPON THE DATE OF ITS FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading: JUL 17 2007

Public Hearing: AUG 21 2007

Passed Second Reading: AUG 21 2007

BOARD OF COMMISSIONERS

By: Dan Toole
Dan Toole, Mayor

Attest:

By: Holly L. Murphy
Holly Murphy, City Recorder

Approved to Form and Legality:

By: Robert G. Wheeler, Jr.
Robert G. Wheeler, Jr., City Attorney

COPY

OHM

Advancing Communities®

ARCHITECTS. ENGINEERS. PLANNERS.

December 20, 2019

Ms. Holly Murphy
City of Millersville
1243 Louisville Hwy
Millersville, Tennessee 37072

RE: **Civil Engineering Design Services**
Scope of Services and Fee Proposal for Slaters Creek Stream Bank Stabilization

Dear Ms. Murphy:

Orchard, Hiltz, and McCliment, Inc. (OHM) is pleased to submit our proposal to the City of Millersville (Client) for professional services related to the preparation of survey and civil construction drawings for the streambank stabilization of Slaters Creek along the west side of Slaters Creek Road. We have prepared this proposal to outline our approach, schedule, and fee to perform these services.

- **Scope and Deliverables** – A detailed statement of understanding and scope of services is attached.
- **Proposed Schedule** – OHM will begin work upon receipt of this executed agreement. It is anticipated that this scope will be completed within 120 days of Notice to Proceed.
- **Proposed Fee –**

Proposed Task Description	Fee Type	Fee Amount
Task 1: Topographic Survey	Fixed	\$ 2,200.00
Task 2: Construction Plans	Fixed	\$ 10,000.00
Task 3: Permitting and Coordination	Hourly Estimate	\$ 2,500.00
Task 4: Construction Administration & Inspection	Hourly Estimate	\$ 2,000.00

- **Terms of Services** – This work will be performed under OHM's Standard Terms and Conditions, and the Electronic File Usage Agreement, which are attached to this proposal.
- **Authorization** – Should you find this proposal acceptable, please sign one copy of this letter and return to OHM.

Feel free to contact us if you have any questions or need any additional information regarding this proposal.

Sincerely,



Brian H Whitaker, PE, CPESC
Project Manager

AUTHORIZED BY:

City of Millersville

Signature

Date

Encl: OHM Standard Terms & Conditions
2020 Hourly Rate Schedule
Electronic File Agreement

Printed Name & Title



Civil Engineering Services Scope of Services & Fee Proposal

PROJECT UNDERSTANDING

OHM understands that this project is for the purpose of stabilizing approximately 120 feet of stream bank for Slaters Creek along the west side of Slaters Creek Road. Currently the stream is eroding the bank at a rate that is threatening the structural integrity of Slaters Creek Road. The stream bank stabilization needs to be designed and constructed to a degree that will cease the erosion that is occurring. Any road improvements are not included in this proposal. The project is not expected to require a TDEC NPDES permit but will require a TDEC Aquatic Resource Alteration Permit (ARAP). If during design, that it is determine that the total disturbed area will be greater than 1 acre, OHM will prepare an additional proposal to add this permitting service.

SCOPE OF SERVICES

Task 1: Topographic Survey

OHM will perform a partial topographic survey for an approximate 0.25 acre area of Slater's Creek for the City of Millersville. The survey will be performed by a Professional Land Surveyor licensed with the State of Tennessee, and will be conducted pursuant to the Land Surveyors Laws and Regulations of the State of Tennessee to show one foot contour intervals using NAVD 88 datum and horizontal locations based on Tennessee State Plane Coordinate System (NAD83). The survey will include locating all existing visible physical improvements, utilities, pavement, poles, markers, etc., on and adjacent to the edge of pavement for the subject area. Only storm sewer and sanitary sewer inverts will be obtained unless otherwise requested due to implications of confined space entry. Vertical elevations for underground utilities with no access will need to be field verified at a later date prior to construction as deemed necessary.

Six paper copies of the sealed partial topographic survey will be provided to Client along with a pdf copy and Autocad drawing file upon completion.

Task 2: Construction Plans

OHM will prepare construction plans pursuant to the City of Millersville ordinances. The plans will be stamped by a registered professional engineer licensed in the State of Tennessee. The plan set may include the following sheets:

1. Cover Sheet
2. Existing Conditions/Demolition & Initial EPSC Plan
3. Final EPSC Plan
4. Proposed Layout Plan
5. Detail Sheet(s)

Construction plan submittal will be to the City of Millersville stormwater department for review and approval. No other approvals are anticipated.

Comments from the City of Millersville review agencies are anticipated but without knowing the extent of the comments, questions or revisions that could be requested, OHM has assumed one round of minor revisions to be included in this scope and fee. Any revisions requested to the plans after submission to the City of Millersville, will



be evaluated and an additional scope proposal prior to preparing and revisions for Client. If comments from review agencies require major design changes, OHM will evaluate and provide an additional scope proposal.

Task 3: Permitting and Coordination

OHM will respond to questions/comments from various City of Millersville and State of Tennessee departments associated with permitting and approvals, coordinate with city officials as necessary and attend meeting at CLIENT request on an hourly basis (see attached rate schedule).

Task 4: Construction Administration & Inspection

OHM will conduct a pre-construction meeting with the contractor and city representatives. OHM will provide assistance to the client and contractor during the construction period. OHM will attend meetings both off-site and on-site as requested by the client or contractor, respond to RFI's, and prepare/provide files or information as needed by the contractor.

OHM will conduct one inspection to monitor the construction of the project and one final inspection once construction is complete. The inspector will ensure that the project is constructed per approved specifications.

EXCLUSIONS

The following items shall not be included in this scope of work. If it is determined that any of these are necessary, OHM can submit a scope and fee proposal to perform.

- a. Structural design of retaining walls.
- b. Adjustments to any overhead power poles.
- c. Construction staking, and as-built drawings.
- d. Preparation or modification of property record documents (easements, plats, legal descriptions, declaration of restrictions/covenants, long-term maintenance agreements, etc.).
- e. Any revisions to the plans after Client approves site layout or any revisions to the plans due to budget constraints.
- f. Master permit sign offs from development services associated with the plan submittal.
- g. Design or analysis of offsite infrastructure, including road widening, sanitary sewer and water extensions/upgrades and stormwater.
- h. TDEC ARAP permitting fee.

ARCHITECTS. ENGINEERS. PLANNERS.



December 20, 2019

Ms. Holly Murphy
City of Millersville
1243 Louisville Hwy
Millersville, Tennessee 37072

RE: **Civil Engineering Design Services**
Scope of Services and Fee Proposal for Mansker Creek Stream Bank Stabilization

Dear Ms. Murphy:

Orchard, Hiltz, and McCliment, Inc. (OHM) is pleased to submit our proposal to the City of Millersville (Client) for professional services related to the preparation of survey and civil construction drawings for the streambank stabilization of Mansker Creek along the west side of Williamson Road. We have prepared this proposal to outline our approach, schedule, and fee to perform these services.

- **Scope and Deliverables** – A detailed statement of understanding and scope of services is attached.
- **Proposed Schedule** – OHM will begin work upon receipt of this executed agreement. It is anticipated that this scope will be completed within 120 days of Notice to Proceed.
- **Proposed Fee** –

Proposed Task Description	Fee Type	Fee Amount
Task 1: Construction Plans	Fixed	\$ 8,000.00
Task 2: Permitting and Coordination	Hourly Estimate	\$ 2,500.00
Task 3: Construction Administration & Inspection	Hourly Estimate	\$ 2,000.00

- **Terms of Services** – This work will be performed under OHM's Standard Terms and Conditions, and the Electronic File Usage Agreement, which are attached to this proposal.
- **Authorization** – Should you find this proposal acceptable, please sign one copy of this letter and return to OHM.

Feel free to contact us if you have any questions or need any additional information regarding this proposal.

Sincerely,

Brian H Whitaker, PE, CPESC
Project Manager

AUTHORIZED BY:

City of Millersville

Signature

Date

Encl: OHM Standard Terms & Conditions
2020 Hourly Rate Schedule
Electronic File Agreement

Printed Name & Title



Civil Engineering Services Scope of Services & Fee Proposal

PROJECT UNDERSTANDING

OHM understands that this project is for the purpose of stabilizing approximately 250 feet of stream bank for Mansker Creek along the west side of Williamson Road. Currently the stream is eroding the bank at a rate that is threatening the structural integrity of Williamson Road. OHM will use existing survey that was performed in 2016 and plan sheet layouts from 2016 to develop construction plans. The stream bank stabilization needs to be designed and constructed to a degree that will cease the erosion that is occurring. Any road improvements are not included in this proposal. The project is not expected to require a TDEC NPDES permit but will require a TDEC Aquatic Resource Alteration Permit (ARAP). If during design, that it is determine that the total disturbed area will be greater than 1 acre, OHM will prepare an additional proposal to add this permitting service.

SCOPE OF SERVICES

Task 1: Construction Plans

OHM will prepare construction plans pursuant to the City of Millersville ordinances. The plans will be stamped by a registered professional engineer licensed in the State of Tennessee. The plan set may include the following sheets:

1. Cover Sheet
2. Existing Conditions/Demolition & Initial EPSC Plan
3. Final EPSC Plan
4. Proposed Layout Plan
5. Traffic Control Plan
6. Detail Sheet(s)

Construction plan submittal will be to the City of Millersville stormwater department for review and approval. No other approvals are anticipated.

Comments from the City of Millersville review agencies are anticipated but without knowing the extent of the comments, questions or revisions that could be requested, OHM has assumed one round of minor revisions to be included in this scope and fee. Any revisions requested to the plans after submission to the City of Millersville, will be evaluated and an additional scope proposal prior to preparing and revisions for Client. If comments from review agencies require major design changes, OHM will evaluate and provide an additional scope proposal.

Task 2: Permitting and Coordination

OHM will respond to questions/comments from various City of Millersville and State of Tennessee departments associated with permitting and approvals, coordinate with city officials as necessary and attend meeting at CLIENT request on an hourly basis (see attached rate schedule).

Task 3: Construction Administration & Inspection

OHM will conduct a pre-construction meeting with the contractor and city representatives. OHM will provide assistance to the client and contractor during the construction period. OHM will attend meetings both off-site and



on-site as requested by the client or contractor, respond to RFI's, and prepare/provide files or information as needed by the contractor.

OHM will conduct one inspection to monitor the construction of the project and one final inspection once construction is complete. The inspector will ensure that the project is constructed per approved specifications.

EXCLUSIONS

The following items shall not be included in this scope of work. If it is determined that any of these are necessary, OHM can submit a scope and fee proposal to perform.

- a. Structural design of retaining walls.
- b. Adjustments to any overhead power poles.
- c. Construction staking, and as-built drawings.
- d. Preparation or modification of property record documents (easements, plats, legal descriptions, declaration of restrictions/covenants, long-term maintenance agreements, etc.).
- e. Any revisions to the plans after Client approves site layout or any revisions to the plans due to budget constraints.
- f. Master permit sign offs from development services associated with the plan submittal.
- g. Design or analysis of offsite infrastructure, including road widening, sanitary sewer and water extensions/upgrades and stormwater.
- h. TDEC ARAP permitting fee.

CITY OF MILLERSVILLE

RESOLUTION 20-R-18

**A RESOLUTION TO DECLARE ITEMS AS SURPLUS PROPERTY AND
AUTHORIZE THE SALE OR DISPOSAL OF PROPERTY THAT HAS
BEEN DEEMED SURPLUS, OUT OF SERVICE, SEIZED OR
ABANDONED.**

WHEREAS, the City of Millersville (The City) is in possession of property that is no longer in service and/or no longer needed, seized or abandoned; and

WHEREAS, it is in the best interest of The City to dispose of surplus, out of service, seized or abandoned property.

NOW THEREFORE, BE IT RESOLVED by the Millersville Board of Commissioners that:

Section 1. The following items are hereby declared surplus, out of service, seized or abandoned property:

- | | |
|--|------------------------|
| 1) 2008 White Ford Crown Victoria (PW/P44) | VIN: 1G3HN52K5W4827946 |
| 2) 2006 Black Ford Crown Victoria (P-41) | VIN: 2FAFP71W26X100697 |
| 3) 2009 White Ford Crown Victoria (P-48) | VIN: 2FAHP71V59X132175 |
| 4) 2006 White Ford Crown Victoria (P40) | VIN: 2FAFP71W06X100696 |
| 5) 2006 White Ford Crown Victoria (P-42) | VIN: 2FAFP71W96X117514 |
| 6) 1995 Blue Ford F-150 (PW-14) | VIN: 1FTE15Y8SLB50447 |

Section 2: The City Manager may dispose of the property in a manner deemed appropriate. As a general rule, items of value shall be offered to the public for sale to the highest bidder. Items offered for sale but not purchased may be discarded.

Section 3: All money received from the sale of said property shall be deposited in the appropriate accounting fund.

RESOLVED, this 21st day of January 2020.

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

By: _____
Holly L. Murphy, City Recorder

Contract Number: 170093

Project Identification Number: 125189.00

Federal Project Number: TAP-M-NH-41(24)

State Project Number: 83LPLM-F3-118

LOCAL AGENCY PROJECT AGREEMENT

**BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MILLERSVILLE**

**AMENDMENT NUMBER 3
OF GRANT CONTRACT ASSIGNED NUMBER 170093**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the ("State") and **City of Millersville**, hereinafter referred to as the ("Agency"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

The language of Grant Contract **170093** dated **December 11, 2017**, as amended on **March 13, 2018** and **May 2, 2019**, is hereby deleted in its entirety and replaced with the following:

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and **City of Millersville** ("Agency"), is for the purpose of providing an understating between the parties and their respective obligations related to the participation, management, undertaking, and completion of the project ("Project") described as:

INSERT PROJECT DESCRIPTION

A. SCOPE OF PROJECT:

- A.1. The Agency and the Department each shall be responsible for their respective obligations regarding the Project as required, described and detailed in this Agreement.
- A.2. Incorporation of Additional Documents. Each of the following documents is included as a part of this Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities and performance hereunder, these items shall govern in order of precedence below.
 - a. This Agreement document;
 - b. Exhibit A, attached hereto and incorporated herein;
 - c. The most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects ("Local Government Guidelines") (copy available from the Local Programs Development Office or the on the Department's website) to elaborate the processes, documents and approvals necessary to obtain funds under this Agreement, including all latest applicable Department procedures, guidelines, manuals, standards and directives as described herein;
 - d. The Agency's Project application.

A.3. Responsibility for Performance of Phases of Work and Funding Thereof.

The phases of work for the Project are Environmental Clearance (NEPA), Final Design, Right-of-Way (including utility coordination), and Construction. On any phases for which the Agency is responsible for performance of the work as listed below, and only after receiving a Notice to Proceed for any such phase, the Agency shall commence and complete such phase with all practical dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement and all applicable laws.

For any phase of the Project assigned to the Agency, a full-time employee of the Agency shall be assigned to supervise the work performed and to be the responsible charge thereof. Said full-time employee of the Agency shall be qualified to and shall ensure that the Project work will be performed in accordance with the terms of this Agreement and the latest applicable Department procedures, guidelines, manuals, standards and directives as described in the Department's Local Government Guidelines. The Agency hereby certifies that it is adequately staffed and suitably equipped to undertake and satisfactorily complete the work. If the Agency elects to use consultants for any phase of the work, the Agency must follow the TDOT Local Programs consultant procurement policy (copy available from the Local Programs Development Office or on the Department's website) and also must provide a full-time employee of the Agency to be in responsible charge.

Commencement of work by the Agency on any phase of the Project without first having received a Notice to Proceed from the Department for that phase shall be sufficient cause to render the Agency ineligible for reimbursement for any or all work performed on the Project.

Phases:	Responsible for Work:	Funding Provided By:
Environmental Clearance (NEPA):	Agency	Project
Final Design:	Agency	Project
Right-of-Way (including Utility Coordination):	Agency	Project
Construction:	Agency	Project

A.4. Environmental Clearance. The Department will review Agency's environmental documents and require the Agency to make any appropriate changes for approval as necessary, as described in the Local Government Guidelines.

The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and the Agency will reimburse the Department for any loss incurred in connection therewith, including but not limited to any loss of federal funding for the Project. The Agency is responsible for applying for and securing any applicable environmental permits as described in the Local Government Guidelines. In addition, the Agency acknowledges that it must complete the Environmental Clearance phase before it begins work toward Final Design and understands that a separate Notice to Proceed will be submitted for each phase. Any work on Final Design performed ahead of this Notice to Proceed will not be reimbursable.

A.5. Final Design. The Agency shall submit to the Department for review and comment all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written comments or recommendations as deemed appropriate by the Department, which the Agency then shall address in the plans. After resolution

of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a Notice to Proceed with the next assigned phase of the Project.

In the event that the Project involves the use of existing State highway right-of-way, the Department Regional Traffic Engineer for the region where the Project is located will review and comment on the plans. These plans shall be sufficient for the Department to assess the proposed Project and its impact on the State highway right-of-way.

- A.6. **Right-of-Way.** The Agency shall, without cost to the Department, provide by deed or other appropriate conveyance document all land owned by the Agency or by any of its instrumentalities as may be required for Project right-of-way or easement purposes.

If federal and/or state funds are providing reimbursement for the Right-of-Way phase, any activities initiated for the appraisal or the acquisition of land prior receiving a Notice to Proceed from the Department will not be reimbursed. **Failure to follow applicable Federal and State law in this regard may be sufficient cause to render the Agency ineligible for reimbursement of any and all work performed on the Project.**

The Department will review the processes the Agency used for the acquisition of land and relocation assistance. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1984) and the regulations promulgated thereunder, the Department will certify that the acquisition phase was completed appropriately. The Agency understands and acknowledges that the Project cannot proceed to the Construction phase until this certification of the Right-of-Way phase has been provided. **The Agency further understands that if the processes used for acquisition are such that certification cannot be given, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended prior to the time of such withdrawal.**

It is the intent of the parties that the State of Tennessee will be the record owner of all State highway right-of-way. If the Project, or some portion of it, will require improvements to a State highway and the construction of such improvements will require the acquisition of right-of-way, then the Agency shall acquire such right-of-way in the name of State of Tennessee. If the Project, or some portion of it, includes acquisition of right-of-way along a local road or otherwise not requiring improvements to a State highway, then the Agency shall acquire such right-of-way in the name of Agency. If the Project requires improvements to a State highway and includes Agency acquisition of right-of-way at or near the intersection of a State highway and a local road, then the Agency shall acquire those tracts adjacent to the State highway in the name of State of Tennessee and shall acquire those tracts adjacent to the local road in the name of Agency. The Agency shall consult with the Department to confirm these areas.

The Department hereby authorizes the Agency to obtain by negotiated settlement such necessary right-of-way in the name of State of Tennessee to the extent provided in this Agreement, in the manner provided in the Department's Local Government Guidelines, and as shown on the Project plans. However, this Agreement shall not grant the Agency, through its attorneys, the right to represent the State in any legal matter, including but not limited to eminent domain proceedings, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. Furthermore, the Agency shall be responsible for conducting at its own expense any and all necessary eminent domain proceedings for all tracts acquired in the name of Agency.

- A.7. **Utility Coordination.** The Agency shall ensure that all utility relocation plans are submitted by the utilities and received by the Department Region Utilities Office for the region where the Project is located in accordance with the timeframes set forth in the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development

Office or on the Department's website). The Agency further agrees to complete all utility connections within the Project right-of-way and easements prior to the paving stage of the Construction phase.

The Agency shall be eligible for reimbursement of Project utility relocation costs only as provided in 23 CFR § 645.107. In the event that the Department has determined that the Project includes participating utility relocation costs, such costs shall be shown in Exhibit A.

The Agency shall coordinate all utility relocations in accordance with the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website).

If the Agency also owns any utility to be relocated as part of the Project, then the following additional conditions shall apply with regard to the Agency's coordination efforts for said locally owned utility:

- a. The Agency shall submit to the Department a Local Agency Owned Utility Relocation Form ("Utility Relocation Form"), which shall include the estimate of cost for the utility relocation and shall indicate the Agency's selected method of performing the relocation work in accordance with 23 CFR § 645.115. The Agency and the Department agree that said Utility Relocation Form, once signed by an authorized signatory of the Agency and by an authorized signatory of the Agency-owned utility and approved by the Department, shall be incorporated into this Agreement as the next Exhibit. The Agency shall perform its utility relocation in accordance with said Utility Relocation Form.
 - (1) Whenever the Agency elects to perform the relocation work by award of a contract, it shall submit the same to the Department for prior approval. The Department may not be required to reimburse the Agency for its obligation under any contract that has not received the advance written approval of the Department. Federal Highway Administration ("FHWA") Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
 - (2) The Agency agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of its utility facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that may otherwise be required by law.
 - (3) Neither the Agency nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the utility relocation work to be performed under a contract to be awarded by the Agency. The Agency further agrees that no employee, officer, or agent of the Agency, nor of any affiliate or subsidiary thereof, shall participate in the selection or in the award or administration of a contract for the performance of any part of the utility relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Utility's relocation work for this Project. Neither the Agency nor any affiliate, subsidiary, employee, officer, or agent thereof shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
 - (4) The Agency agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for

the purpose of the utility relocation, and the estimated cost thereof shall be included in the estimate to be provided with the Utility Relocation Form.

- (5) After submission and approval of the Utility Relocation Form, the Agency must request in writing and receive the Department's written approval prior to any revision in the estimate of cost, schedule of work or plan, or method of performing the work. Failure to do so may result in the loss of any Department participation in the cost of relocation. The Department agrees to cooperate with the Agency to resolve, if possible, any objections that Department may have to such requested changes.
- b. The Agency shall be responsible for ensuring that all applicable conditions of the Department's Guidebook for Utility Relocation are met with regard to its utility relocation. This includes, but is not limited to, the Agency's responsibility to inspect the utility relocation work and perform in accordance with the procedures and forms required by Department Circular Letter 105-07.04, as may be amended from time to time.
- c. To the extent that facilities are being located within State highway right-of-way, the Agency agrees to comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR Subpart 645B. The Agency acknowledges possession of each.
- d. The Agency agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference. The Agency acknowledges possession of 23 CFR Subpart 645A.
- e. The Agency agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.35 through §180.365 which are incorporated herein by reference. The Agency acknowledges possession of 2 CFR Part 180 and the requirements of Form FHWA-1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- f. The Agency shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Agency further agrees that it has acquired or will acquire these rights-of-way at no cost to the Department. The Department may be liable to reimburse the Agency for the replacement of its previously owned private utility rights-of-way as may be provided in the Utility Relocation Form. The Agency shall cause to be transferred to the Department that portion of its previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for State highway purposes.
- g. The Agency agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Agency agrees that all products used in its utility relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the utility relocation work are manufactured.
- h. The Agency shall coordinate as needed with the Department Region Utilities Office for the region where the Project is located to ensure timely relocation of the Agency's utility facilities.

i. In the event that the Project also includes participating utility relocation costs for relocation of the Agency's locally owned utility, the following additional conditions shall apply:

- (1) The Agency will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by the Department, and the Agency will develop the utility engineering costs in accordance with the current provisions of 23 CFR § 645.117. The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for submission of the Form. Costs incurred for preliminary engineering are eligible for reimbursement as long as they were incurred after the Agency receives Notice to Proceed with the Right-of-Way phase. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after the Agency receives Notice to Proceed with the Right-of-Way phase.
- (2) The Department agrees that it will reimburse the Agency the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Department.
- (3) Invoices for utility relocation shall be submitted to the Department as provided in the Department's Guidebook for Utility Relocation.
- (4) The Department shall reimburse the Agency for such direct and indirect costs as are eligible and allowable under the current provisions of 23 CFR Subpart 645A. The Department shall reimburse the Agency for the participating costs of relocating its utility facilities in accordance with the approved plan subject to the provisions of this Subsection A.7.i. and as otherwise provided in this Agreement.
- (5) The Agency shall develop and record relocation costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (6) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (7) The invoice(s) shall include a Buy America certification attesting that all products used in the utility relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in Subsection A.7.g. of this Agreement.
- (8) Any costs billed by the Utility that cannot be verified by the Department will not be reimbursed.

A.8. Railroad. In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

A.9. Construction. Any activities initiated for the Construction phase prior receiving a Notice to Proceed from the Department will not be reimbursed.

If during Construction, the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices (MUTCD).

The following conditions shall apply regarding the Construction phase:

- a. Except as otherwise authorized in writing by the Department, the Agency shall not execute a contract with a contractor for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause to render the Agency ineligible for reimbursement for all work performed on the Project.
 - b. Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
 - c. The Agency agrees to correct any damage or disturbance caused by its work within the State highway right-of-way, including but not limited to the replacement of any access control fence removed or damaged by the Agency, or its contractor or agent, during the Construction phase of the Project.
 - d. If the Project includes the use of or modification to State highway right-of-way, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
 - e. Davis-Bacon prevailing wage guidelines shall apply to the Agency's contract with its contractor as detailed in Form FHWA-1273, and the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874 also shall apply to the Agency's contract with its contractor.
 - f. The Agency shall ensure that its contractor and any subcontractor(s) comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
 - g. The Agency agrees that the applicable provisions of 41 CFR 60-1.4 regarding equal opportunity shall apply to the Agency's contract with its contractor.
 - h. All contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Federal law provides that no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Therefore, in accordance with TDOT policy, as expressed in TDOT Standard Specifications §102.11 and as approved by the Federal Highway Administration, all prime contractors shall be licensed with the State of Tennessee, Department of Commerce and Insurance, Board for Licensing Contractors (BLC), upon award of the contract. A proposal submitted by a contractor that is otherwise prequalified and in good standing shall not be rejected as non-responsive solely because the contractor is not licensed by the BLC at the time of submitting the proposal. If otherwise responsive, the proposal will be considered for award for twenty-one (21) days after the proposals are opened. If the contractor does not have a license with the BLC on or before the end of the twenty-one (21) days after the proposals are opened, the contractor's proposal will be rejected as non-responsive, and the proposal of the next lowest responsible bidder may then be considered for award. If the next lowest responsible bidder does not have a license on or before the twenty-one (21) days after the proposals are opened, this contractor will also be considered non-responsive, and the subsequent bidder may then be considered. The Department reserves the right to reject all bids at any time.
- A.10. Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are the

funds shown as "TDES" in Exhibit A. TDES costs are not funds available to the Agency for expenditure or reimbursement.

B. TERM OF CONTRACT:

B.1. Term:

- a. The initial term of this Agreement shall begin on **October 1, 2019** and shall terminate on **September 30, 2022** (3 years from start) ["Initial Term"]. The Agency must provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term. Failure to provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term shall result in termination of this Agreement and the Project.
- b. If the Agency provides the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term listed in Subsection B.1.a., then this agreement shall not terminate on the date listed in Subsection B.1.a., but instead shall automatically renew, continuing in full force and effect until September 30, 2024 (5 years from start). Such renewal will be confirmed in writing by the Department.
- c. Any other extension of the term of this Agreement beyond the renewal described in Subsection b. above must be effected through a fully executed contract amendment prior to expiration of the Agreement.

- B.2. Expiration of this Agreement may be considered termination of the Project. The cost of any work performed after the expiration of the Agreement will not be reimbursed by the Department. The Department shall have no obligation to the Agency for fulfillment of the Scope outside the term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Agreement exceed the total Department share specified in Exhibit A ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The amounts allotted for each phase of the Project in Exhibit A are estimates only and may fluctuate without amendment to this Agreement so long as it does not result in an increase in the Maximum Liability.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs for eligible and appropriate Project expenditures, as detailed in the Department's Local Government Guidelines, with Federal and/or State funds made available and anticipated to become available to the Agency based upon Exhibit A, not to exceed the Maximum Liability established in Exhibit A. Upon progress toward the completion of the Project as described in Section A, the Agency shall submit invoices prior to any reimbursement of allowable costs, as detailed in Section C.5. below.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging expenses for Agency employees. Reimbursement for travel, meals, or lodging for Agency consultants or contractors shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the funding for said reimbursement as shown in Exhibit A.

- C.5. Invoice Requirements. The Agency shall invoice the Department at least quarterly, but no more often than monthly, with all necessary supporting documentation, and submit such invoice by email to:

LPD.Invoices@tn.gov

- a. Each invoice shall be submitted on the Local Programs Development Office standard invoice form (copy available from the Local Programs Development Office or on the Department's website).
 - b. The Agency understands and agrees to all of the following.
 - (1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to all provisions of this Agreement relating to allowable reimbursements.
 - (2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Disbursement Reconciliation and Close Out. The Agency shall submit any final invoice within one hundred twenty (120) days of the Agreement end date, in form and substance acceptable to the Department. The Project should then be closed out no later than one year after Department's receipt and acceptance of the final invoice.
- a. If total disbursements by the Department pursuant to this Agreement exceed the amounts permitted by Section C, payment terms and conditions of this Agreement, the Agency shall refund the difference to the Department. The Agency shall submit the refund with the final invoice.
 - b. The Department shall not be responsible for the payment of any invoice submitted to the Department after the final invoice. The Department will not deem any Agency costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department, and such invoices will NOT be paid.
 - c. The Agency must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost. In no event shall any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default by the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to

ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- a. The Agency has made misrepresentation of a material nature in its application for the Project, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- b. There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;
- c. The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without first having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions described in Paragraph D.6.; or
- e. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

- C.8. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

Only those Project costs incurred after the issuance of the Notice to Proceed for the respective phase, as detailed in this Agreement and in the Department's Local Government Guidelines, are eligible for reimbursement. For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

The Agency agrees to pay all costs of any part of this Project which are not eligible for federal and/or state funding. These funds shall be provided upon written request either by check or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

- C.9. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Agreement or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.
- C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Agreement until the Agency has completed, signed, and returned to the Department the provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Agency's Federal Employer Identification Number referenced in the Agency's Edison registration information.
- C.11. Reimbursements to Reflect Match/Share. Reimbursements to Agency shall reflect the percentage of Agency Match/Share detailed in Exhibit A. Reimbursements are subject to the other provisions

of this Agreement, including but not limited to the Maximum Liability and Exhibit A, and also are subject to the applicable Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).

- C.12. Agency Deposit. In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Agreement and, depending upon the specifics of the Agreement as amended, any additional officials required by Tennessee laws and regulations. Should the Agency desire to request an amendment, the Agency shall make the request in writing to the Department no later than thirty (30) days before the requested effective date of the amendment.
- D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any work that has not been performed. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Agreement, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency, including but not limited to repayment of any reimbursement funds previously paid to the Agency under this Agreement.

The Agency understands and agrees that if FHWA determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

If the Project herein described lies on the State highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.5. Subcontracting. The Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Title VI, Civil Rights Act of 1964," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Agency warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

The Agency further warrants that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.7. Lobbying. The Agency certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Katie Brown, Program Monitor
505 Deaderick Street, Suite 600, Nashville, TN 37243
Katie.brown@tn.gov

Telephone # 615-253-2421
FAX # 615-741-9673

The Agency:

Holly Murphy, Interim City Manager
City of Millersville
1246 Louisville Highway, Millersville, TN 37072
cityrecorder@cityofmillersville.com
Telephone # 615-859-0880
FAX # N615-851-1825

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Agency. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Title VI, Civil Rights Act of 1964. During the performance of this contract, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "Agency") agrees as follows:
- a. Compliance with Regulations: The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix C, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
 - b. Nondiscrimination: The Agency, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
 - d. **Information and Reports:** The Agency shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
 - (1) withholding of payments to the Agency under this Agreement until the Agency complies, and/or
 - (2) cancellation, termination, or suspension of this Agreement in whole or in part.
 - f. **Incorporation of Provisions:** The Agency shall include the provisions of subparagraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department or other parties participating in the funding of this agreement may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such directions, the Agency may request the Department to enter into such litigation to protect the interests of the Department, and, in addition and as appropriate, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- D.12. **Licensure.** The Agency, its employees, and any approved contractor or subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. See also the requirements of Subsection A.9.i. regarding contractor licensure.
- D.13. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The aforesaid requirements to make records available to the Department, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives shall be a continuing obligation of the Agency and shall survive a termination of this Grant Contract.

- D.14. Monitoring. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.16. Audit Report. The Agency shall be audited in accordance with Tenn. Code Ann. § 4-3-301, Tenn. Code Ann. § 6-56-105, or other applicable law. In the event that the Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Agency shall be competitive where practicable. For any procurement for which reimbursement is paid under this Agreement, the Agency shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If federal funds are funding the Project, the Agency shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

- D.18. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.19. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.20. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement.
- D.21. Liability for Third Party Claims and Damages. The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

In the event that the Department is sued for damages arising from acts, omissions, or negligence by the Agency or its employees, the Agency shall cooperate in the Department's defense. TDOT shall give the Agency written notice of any such claim or suit, and the Agency shall have full right and obligation to conduct the Agency's own defense thereof. Nothing contained herein shall be deemed to accord to the Agency, through its attorney(s), the right to represent the Department in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- D.22. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.23. State and Federal Compliance. The Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement. If federal funds are funding the Project, the requirements of 2 CFR Part 200 shall apply.
- D.24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement.

The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq., and all other applicable laws.

- D.25. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.26. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D.28. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Agency certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.
- E.2. Debarment and Suspension. **By signing and submitting this Agreement, the Agency is providing the certification set forth in this Paragraph.**
- a. Instructions for Certification – Primary Covered Transactions:
- (1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - (2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
 - (3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - (5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

- (6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E.3. Department Debarment and Suspension. In accordance with the Tennessee Department of Transportation rules governing Contractor Debarment and Suspension, Chapter 1680-05-01, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Agency by the Department or acquired by the Agency on behalf of the Department that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Agency due to intentional or negligent actions or inactions of agents of the Department or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Agency shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Agreement.

E.5. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Agency is responsible for providing all requested information to the Department for FFATA reporting purposes upon request.

The Agency will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Agency's failure to comply with the above requirements is a material breach of this Agreement for which the Department may terminate this Agreement for cause. The Department will not be obligated to pay any outstanding invoice received from the Agency unless and until the Agency is in full compliance with the above requirements.

E.6. Disclosure of Personally Identifiable Information. The Agency shall report to the Department any instances of unauthorized disclosure of personally identifiable information related to this Agreement that come to the attention of the Agency. Any such report shall be made by the Agency within twenty-four (24) hours after the instance has come to the attention of the Agency. The Agency, at the sole discretion of the Department, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Agency shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the Department under this Agreement or otherwise available at law.

E.7. State and/or Federal Funding. Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 CFR 1.9(a)). If FHWA and/or the Department determines that any amount claimed is not eligible, Federal and/or State participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal and/or State participation. Where correctable non-compliance with provisions of law or FHWA

requirements exists, Federal and/or State funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

If the Agency fails to comply with Federal statutes, regulations or the terms and conditions this Agreement, the Department may impose additional conditions as described in 2 CFR § 200.207 Specific conditions. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the Agreement.
- d. Withhold further Federal awards for the project or program.
- e. Take other remedies that may be legally available.

- E.8. Federal Awarding Agency. Federal funds provided hereunder are provided by the FHWA, unless otherwise indicated. FHWA awarding official contact information is set out below:

Federal Highway Administration
Tennessee Division Office
404 BNA Drive
Building 200, Suite 508
Nashville, TN 37217
Phone: (615) 781-5770
Fax: (615) 781-5773

- E.9. No Retainage Allowed. The Agency may not withhold retainage on progress payments from the prime contractor, the prime contractor may not withhold retainage from its subcontractors, and no subcontractor may withhold retainage from any of its subcontractors.
- E.10. Inspection. The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- E.11. No Third-Party Beneficiary Rights. No provision in this Agreement is intended to or shall be construed to create any rights with respect to the subject matter of this Agreement in any third party.
- E.12. Participation in Real Property Acquisition. The State and/or Federal reimbursement for the acquisition of real property is outlined in Exhibit A, attached and incorporated herein to this Agreement.

Pursuant to 23 U.S.C. § 156, the Agency shall charge, at a minimum, fair market value for the sale, use, lease, or lease renewal (other than for utility use and occupancy or for a transportation

project eligible for assistance under this title) of real property acquired in the name of Agency with Federal assistance made available from the Highway Trust Fund (other than the Mass Transit Account). Pursuant to 23 CFR §710.403, property disposal actions and right-of-way use agreements, including leasing actions, are subject to 23 CFR part 771. The Agency shall not use or allow the use of any such real property for any use other than that originally described in this Agreement without the prior written approval of the Department and FHWA. The Federal share of net income from the use or disposal of real property interests obtained with Title 23 funds shall be used by the Agency for activities eligible for funding under Title 23.

- E.13. Work Products. The Department shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the "Work Products"), including but not limited to, documents, methodologies, models, templates, drawings, designs, and plans created, designed, developed, derived, documented, installed, or delivered under this Agreement subject to the terms and conditions of this Section and full and final payment for each "Work Product." The Department and FHWA shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.14. Agency Signatory. The Agency hereby certifies that the individual executing this Agreement on behalf of the Agency possesses the necessary signatory authority to legally bind the Agency.
- E.15. Investment of Public Funds. The facility on or structure for which this Project is being developed shall remain open to the public and to vehicular, bicycle and pedestrian traffic, as applicable, for a sufficient time after completion of the Project and close-out by FHWA to recoup the public investment therein, for at least the minimum length of time as shown below:

<u>State/Federal Investment</u>		<u>Facility to Remain Open</u>
\$1.00 - \$200,000	=	At least 5 Years
>\$200,000 - \$500,000	=	At least 10 Years
>\$500,000 - \$1,000,000	=	At least 20 Years

Projects over \$1,000,000 must remain open to public and to vehicular, bicycle and pedestrian traffic as applicable, for a minimum of 25 years after completion of the Project and close-out by FHWA and will be subject to individual review by the Department.

If this Project involves construction other than linear highway construction, the terms of this paragraph shall apply to the extent that the Project shall remain open to the public for the amount of time shown.

- E.16. Americans with Disabilities Act of 1990 (ADA). The Agency shall comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published July 26, 2011 ("PROWAG 2011").
- E.17. Maintenance. The Agency shall have the sole responsibility at its own expense of maintaining the entire Project. The State shall have no maintenance obligation for the Project.
- The Agency shall comply with all federal, state, and local laws, ordinances, and regulations applicable to its ongoing use and maintenance of the completed Project.
- E.18. Disadvantaged Business Enterprise (DBE) Policy and Obligation. Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, the Agency and its contractors shall take all necessary and reasonable steps, in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of agreements entered into pursuant to this Agreement.

- E.19. General Compliance with Law. The Agency shall observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the Department as a result of said breach.

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law; provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency so that the Agency may proceed as soon as possible with the Project.

- E.20. Equal Employment Opportunity. In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Agency shall insert the above provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

- E.21. Certification Regarding Third Party Contracts. The Agency certifies by its signature hereunder that:

- a. Agency has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b. Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c. Agency will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

- d. Agency agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

E.22. Completion of Project and Repayment of Funds. If the Agency elects not to complete the Project, then the Agency shall notify the Department in writing within thirty (30) days after having made such determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for TDES costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.

Amendment Effective Date. The revisions set forth herein shall be effective _____. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MILLERSVILLE:

TIM LASSITER, MAYOR

DATE

APPROVED AS TO FORM AND LEGALITY:

BRUCE OLDHAM, AGENCY ATTORNEY

DATE

TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN H. REINBOLD, GENERAL COUNSEL

DATE

EXHIBIT "A" for Amendment 3

AGREEMENT NUMBER: 170093

PROJECT IDENTIFICATION NUMBER: 125189.00

FEDERAL PROJECT NUMBER: TAP-M-NH-41(24)

STATE PROJECT NUMBER: 83LPLM-F3-118

PROJECT DESCRIPTION: Construction of new sidewalks and replacement of sidewalks along both sides of SR-31 W from the Millersville Community Center and Library to the Millersville City Hall and Elementary School. Project also includes pedestrian bridges, pavement markings, drainage improvements, ADA upgrades, landscaping, signage and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

PROJECT TERMINI: From Cartwright Circle South to C. Smith Road - Phase 1

CHANGE IN COST: In event this project is within a Metropolitan Planning Organization, costs hereunder are controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES

PHASE	FUNDING SOURCE	FEDERAL %	STATE %	LOCAL %	ESTIMATED COST
NEPA	M-TAP	80	0	20	\$40,000.00
DESIGN	M-TAP	80	0	20	\$115,000.00
ROW	M-TAP	80	0	20	\$253,000.00
UTILITIES	LOCAL	0	0	0	\$0
CONSTRUCTION	TAP	80	0	20	\$1,250,000.00
CONSTRUCTION	M-TAP	80	0	20	\$530,368.00
CEI	TAP	80	0	20	\$100,000.00
TDES(NOT REIMBURSABLE)	TAP	80	0	20	\$6,000.00

LIABILITY: The Agency understands the estimated cost of the project is \$2,294,368.00, and the maximum liability of the Department being \$1,830,694.00. The maximum liability of the Department does not include the TDES estimated cost as noted above. Any additional costs incurred above the maximum liability shall be the responsibility of the Agency.

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: FAST Act § 1109; 23 U.S.C. 133(h)

NOTE: Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in "TDES" above. These funds are not available to the Agency for expenditure and reimbursement.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

10 -General Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000	General Fund - Farmers Bk	11,074.26
1001	Reserve Fund MM-Farmers Bk	1,734,739.83
1004	Renew Crew - Farmers Bk	2,067.67
1009	Police Explorers - Farmers Bk	716.21
1010	Christmas For Kids-Farmers Bk	4,918.46
1012	Healthcare Account-Farmers Bk	107,423.14
1013	General Escrow Acct-Farmers Bk	11,614.00
1014	Series 2019 Const Acct-Farmers	2,843,469.72
1015	City Court Account-Farmer's Bk	17,014.99
1016	City Hall Retainage Acct-FBank	4,331.64
Total Checking/Savings		4,737,369.92

Current Assets

1110	Cash on Hand - Petty Cash	476.62
1111	Cash on Hand - Cash Drawers	300.00
1112	Petty Cash - PD	400.00
1113	Petty Cash - Cctr	115.00
1201	Allow for Bad Debts	(34,957.75)
1205	Intergovernmental Receivable	105,549.49
1210	Prop.Tax Receivable - Current	34,324.58
1211	Prop.Tax Receivable - Delinq	56,541.00
1212	Prop.Tax Recvble-Next Yr Levy	6,258.00
1220	A/R - Other	5.53
1222	A/R-Other (Mowing/liens)	4,637.25
Total Current Assets		173,649.72

Total Current Assets 4,911,019.64Other AssetsFixed AssetsTransfers

1620	Due To / From Sewer Fund	54,440.34
1630	Due To / From Street Fund	(101,954.46)
1640	Due To / From Solid Waste Fund	78,595.22
1650	Due To / From Drug Fund	(21,891.36)
1660	Due To / From Stormwater Fund	18,597.52
Total Transfers		27,787.26

Total Other Assets 27,787.26

TOTAL ASSETS 4,938,806.90

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BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

10 -General Fund

BALANCE

LIABILITIES & EQUITY

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Current LiabilitiesCurrent Liabilities

2000	Accounts Payable		138.50
2001	A/P - Other	(164,478.78)
2004	A/P-State Traffic Fines&Fees		6,168.98
2007	GF Escrow Pending Acct		11,614.00
2008	Boger-5% Retainage/CHall		4,330.88
2010	Renew Crew Donations		2,067.67
2012	Police Exp Donations		716.21
2014	Christmas For Kids Donations		4,918.46
2015	Healthcare EAP Account		107,423.14
2016	Overpmt-P.Tax/to be refunded		4,817.00
2020	Deposit - Fire Hydrants		1,250.00
2022	Deposit - Comm.Ctr Rental		7,395.00
2101	Accrued Wages Payable		31,901.99
2106	Social Security - Employee	(	1,592.01)
2107	Medicare - Employee	(	372.34)
2108	Accrued SS & Medicare		2,440.51
2110	Retirement - Employee		5,989.95
2114	MedChild - Employee	(	981.71)
2116	MedSpouse - Employee	(	769.98)
2118	MedFam - Employee		174.30
2124	DentalChild - Employee		40.95
2126	DentalSpouse - Emp	(	163.25)
2128	DentalFam - Employee		432.53
2130	Vision - Employee	(	4.09)
2132	Vision & 1 - Employee		467.30
2134	VisionFam - Employee		189.31
2136	Heart - Employee		229.70
2138	Hospital - Employee	(	125.61)
2140	Accident - Employee		43.27
2142	Life Ins/LICOA - Emp		595.81
2144	Cancer - Employee		39.39
2148	Disability - Employee		444.51
2150	Pre-Paid Legal - Emp		522.29
2200	Deferred Revenue		6,258.00
Total Current Liabilities			32,121.88

Total Current Liabilities

32,121.88

Long Term Liabilities

1-17-2020

CITY OF MILLERSVILLE

PAGE: 3

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

10 -General Fund

BALANCE

Long Term Liabilities

TOTAL LIABILITIES	32,121.88
	=====

Equity

2710 Fund Balance-Unreserved	162,355.00
2760 Fund Balance-Unassigned	1,588,945.28
Net Income	3,155,384.74

Total Equity	4,906,685.02
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TOTAL LIABILITIES & EQUITY	4,938,806.90
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10 -General Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Property Tax - Current						
10-3000 Sumner Co. - Current	614,449	454,302.00	471,702.00	0.00	142,747.00	76.77
10-3002 Robertson Co. - Current	324,640	196,063.00	204,941.00	0.00	119,699.00	63.13
TOTAL Property Tax - Current	939,089	650,365.00	676,643.00	0.00	262,446.00	72.05
Property Tax - Delinq.						
10-3010 Sumner Co. - Delinq	0	2,543.00	12,776.00	0.00	12,776.00	0.00
10-3012 Robertson Co. - Delinq	0	324.00	2,078.00	0.00	2,078.00	0.00
10-3015 Interest - Property Tax	6,000	1,231.53	3,560.11	0.00	2,439.89	59.34
TOTAL Property Tax - Delinq.	6,000	4,098.53	18,414.11	0.00	12,414.11	306.90
Local Tax						
10-3020 Local Sales Tax - Sumner	265,000	50,111.51	145,896.19	0.00	119,103.81	55.06
10-3021 Local Sales Tax - Robt	180,000	14,835.20	101,690.42	0.00	78,309.58	56.49
10-3022 Wholesale Beer Tax	107,000	7,459.48	48,537.82	0.00	58,462.18	45.36
10-3023 Cable TV Franchise Tax	54,000	0.00	4,433.61	0.00	49,566.39	8.21
10-3025 Business Tax-City	25,000	0.00	8,360.99	0.00	16,639.01	33.44
10-3027 Beer Privilege Tax	700	400.00	400.00	0.00	300.00	57.14
10-3028 Wholesale Liquor Tax	11,000	795.36	5,059.52	0.00	5,940.48	46.00
10-3029 Hotel/Motel Tax	4,500	361.85	1,973.04	0.00	2,526.96	43.85
TOTAL Local Tax	647,200	73,963.40	316,351.59	0.00	330,848.41	48.88
State Tax						
10-3030 State Sales Tax	573,160	0.00	242,269.50	0.00	330,890.50	42.27
10-3031 State Income Tax (Hall's Tax)	4,500	0.00	12,038.50	0.00	7,538.50	267.52
10-3032 State Beer Tax	3,100	0.00	1,596.11	0.00	1,503.89	51.49
10-3033 State-City Street/Petroleum	12,800	0.00	5,327.41	0.00	7,472.59	41.62
10-3034 State Telecommunications Tax	1,000	0.00	496.92	0.00	503.08	49.69
10-3035 Bank Excise Tax	3,000	0.00	0.00	0.00	3,000.00	0.00
10-3036 TVA Gross Receipts	76,000	0.00	32,460.28	0.00	43,539.72	42.71
TOTAL State Tax	673,560	0.00	294,188.72	0.00	379,371.28	43.68
Payment in Lieu of Taxes						
10-3099 Sewer In Lieu of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
TOTAL Payment in Lieu of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
Road Maintenance Fees						
Court Fines & Fees						
10-3200 City Court Fines & Costs	325,000	25,908.50	161,640.50	0.00	163,359.50	49.74
10-3202 City Court Litigation Tax	30,000	2,557.50	13,928.75	0.00	16,071.25	46.43
10-3205 Sumner Co. Court Fines	14,000	500.64	6,968.52	0.00	7,031.48	49.78
10-3206 Robertson Co. Court Fines	5,000	400.90	3,391.01	0.00	1,608.99	67.82
10-3220 Police Reports	50	4.35	11.70	0.00	38.30	23.40
10-3221 Police Dept-Other	2,000	161.83	1,186.83	0.00	813.17	59.34
10-3222 PD Tow/Storage Fees	5,000	65.00	2,530.00	0.00	2,470.00	50.60
TOTAL Court Fines & Fees	381,050	29,598.72	189,657.31	0.00	191,392.69	49.77

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Licenses & Permits</u>						
10-3301 Beer License	0	0.00	5.00	0.00	5.00	0.00
10-3302 Building Permits	36,000	2,560.00	29,954.24	0.00	6,045.76	83.21
10-3304 Burn Permits	450	10.00	165.00	0.00	285.00	36.67
TOTAL Licenses & Permits	36,450	2,570.00	30,124.24	0.00	6,325.76	82.65
<u>Other Revenue</u>						
10-3498 Plan Review Fees	0	300.00	2,260.00	0.00	2,260.00	0.00
10-3499 Engineering Fees/P&Z	7,500	0.00	393.20	0.00	7,106.80	5.24
10-3500 Planning & Zoning Fees	5,000	0.00	1,200.00	0.00	3,800.00	24.00
10-3501 Interest Earnings	5,000	832.21	4,184.88	0.00	815.12	83.70
10-3504 Miscellaneous Income	10,000	765.05	8,553.11	0.00	1,446.89	85.53
10-3505 Insurance Proceeds	600	1,497.40	8,300.86	0.00	7,700.86	1,383.48
10-3507 Seizures/Auction	0	0.00	3,093.90	0.00	3,093.90	0.00
10-3510 Fire Dept-Other	0	0.00	451.60	0.00	451.60	0.00
10-3512 Donations	0	350.00	350.00	0.00	350.00	0.00
10-3522 Community Center	30,000	485.00	18,495.00	0.00	11,505.00	61.65
10-3600 Grant Proceeds	10,000	0.00	2,294.99	0.00	7,705.01	22.95
10-3602 DTF Reimbursement	51,618	4,241.14	21,205.70	0.00	30,412.30	41.08
10-3606 Loan/Bond Proceeds	3,100,000	0.00	3,000,000.00	0.00	100,000.00	96.77
TOTAL Other Revenue	3,219,718	8,470.80	3,070,783.24	0.00	148,934.76	95.37
<u>Transfers</u>						
10-3710 From Fund Balance-General Fund	371,573	0.00	0.00	0.00	371,573.00	0.00
TOTAL Transfers	371,573	0.00	0.00	0.00	371,573.00	0.00
TOTAL REVENUE	6,303,840	769,066.45	4,596,162.21	0.00	1,707,677.79	72.91

10 -General Fund
DEPARTMENT - Administration

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-410-1100 Salaries - Administrative	222,947	17,139.68	107,536.88	0.00	115,410.12	48.23
10-410-1101 Overtime - Administrative	1,000	55.12	438.55	0.00	561.45	43.86
10-410-1102 Salaries - Other	0	410.00	1,210.00	0.00	(1,210.00)	0.00
10-410-1105 Salaries - City Commission	24,850	2,050.00	12,300.00	0.00	12,550.00	49.50
10-410-1108 Longevity Pay	5,100	5,100.00	5,100.00	0.00	0.00	100.00
TOTAL Salaries	253,897	24,754.80	126,585.43	0.00	127,311.57	49.86
Other Personnel Costs						
10-410-1200 SS & Medicare	19,423	1,870.66	9,533.23	0.00	9,889.77	49.08
10-410-1300 Employee Health Insurance	39,000	4,389.94	16,877.57	0.00	22,122.43	43.28
10-410-1400 Retirement	0	0.00	88.98	0.00	(88.98)	0.00
10-410-1500 Unemployment Insurance	112	0.00	17.46	0.00	94.54	15.59
TOTAL Other Personnel Costs	58,535	6,260.60	26,517.24	0.00	32,017.76	45.30
Other Expenses						
10-410-2000 Other Medical Expense	0	0.00	267.00	0.00	(267.00)	0.00
10-410-2002 Education & Training	2,500	0.00	853.41	0.00	1,646.59	34.14
10-410-2014 Worker's Comp. Insurance	933	0.00	0.00	0.00	933.00	0.00
10-410-2016 Liability & Property Ins.	19,000	0.00	0.00	0.00	93,000.00	0.00
10-410-2100 Utilities	6,000	1,924.99	8,458.35	0.00	10,541.65	44.52
10-410-2102 Telephone&Internet	500	637.24	3,378.99	0.00	2,621.01	56.32
10-410-2104 Gas, Oil, Diesel Fuel	10,500	2.00	128.27	0.00	371.73	25.65
10-410-2106 Publicity,Subscripts & Dues	1,000	155.00	3,978.00	0.00	6,522.00	37.89
10-410-2202 Vehicle Repair&Maintenance	5,000	0.00	164.79	0.00	835.21	16.48
10-410-2207 City Property Maintenance	1,000	0.00	1,238.21	0.00	3,761.79	24.76
10-410-2210 Contractual Services	60,331	2,011.82	0.00	0.00	1,000.00	0.00
10-410-2300 Operating Supplies	3,500	294.50	30,665.43	0.00	29,665.57	50.83
10-410-2302 Office Supplies	2,000	295.82	1,557.59	0.00	1,942.41	44.50
10-410-2304 Temp CH setup/supplies/exp'	0	4,550.54	4,550.54	0.00	254.08	87.30
10-410-2310 Miscellaneous/Sundry	2,000	285.90	922.59	0.00	4,550.54	0.00
10-410-2312 Minor Equipment	3,300	129.00	3,076.96	0.00	1,077.41	46.13
10-410-2316 Postage & Machine Rental	3,500	129.00	678.99	0.00	223.04	93.24
10-410-2322 Interest Expense	44,735	0.00	0.00	0.00	2,821.01	19.40
10-410-2326 Recording Documents	120	0.00	0.00	0.00	44,735.00	0.00
10-410-2332 Meals & Entertainment	2,000	1,854.25	2,114.55	0.00	120.00	0.00
10-410-2700 Donations	2,500	0.00	0.00	0.00	114.55)	105.73
10-410-2745 Summer-Property TR Match	2,500	0.00	0.00	0.00	2,500.00	0.00
10-410-2750 Robt-Property TR Match	1,700	0.00	13.00	0.00	2,500.00	0.00
10-410-4000 Professional Services	5,000	0.00	0.00	0.00	1,687.00	0.76
10-410-4014 Legal Services	30,000	0.00	5,743.50	0.00	5,000.00	0.00
10-410-4016 Accounting & Auditing	5,500	0.00	0.00	0.00	24,256.50	19.15
10-410-6000 Building Imp's/CH Reno	2,900,000	90,540.18	177,146.77	0.00	5,500.00	0.00
10-410-6020 Debt Service-Prin/Bond	115,000	0.00	3,599.52)	0.00	2,722,853.23	6.11
10-410-6022 Other Capital Projects	250,000	216.00	13,586.00	0.00	118,599.52	3.13-
TOTAL Other Expenses	3,573,119	103,026.24	256,669.34	0.00	236,414.00	5.43
TOTAL Administration	3,885,551	134,041.64	409,772.01	0.00	3,475,778.99	10.55

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund
DEPARTMENT - Building/Codes

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-411-1100 Salaries - Bldg/Codes	32,292	2,484.80	15,592.80	0.00	16,699.20	48.29
10-411-1101 Overtime - Bldg/Codes	500	0.00	46.59	0.00	453.41	9.32
10-411-1108 Longevity Pay	50	50.00	50.00	0.00	0.00	100.00
TOTAL Salaries	32,842	2,534.80	15,689.39	0.00	17,152.61	47.77
Other Personnel Costs						
10-411-1200 SS & Medicare	2,512	191.97	1,187.99	0.00	1,324.01	47.29
10-411-1300 Employee Health Insurance	500	40.83	244.98	0.00	255.02	49.00
10-411-1400 Retirement	0	0.00	5.72	0.00	(5.72)	0.00
10-411-1500 Unemployment Ins.	56	0.00	0.00	0.00	56.00	0.00
TOTAL Other Personnel Costs	3,068	232.80	1,438.69	0.00	1,629.31	46.89
Other Expenses						
10-411-2000 Other Medical Expense	150	0.00	0.00	0.00	150.00	0.00
10-411-2002 Education & Training	1,000	0.00	0.00	0.00	1,000.00	0.00
10-411-2014 W.Comp Insurance	72	0.00	0.00	0.00	72.00	0.00
10-411-2102 Telephone/Internet	1,200	153.36	561.93	0.00	638.07	46.83
10-411-2104 Gas & Oil	800	57.10	354.26	0.00	445.74	44.28
10-411-2106 Publicity, Subscriptions&Due	500	0.00	85.00	0.00	415.00	17.00
10-411-2202 Vehicle Repair&Maintenance	1,000	63.99	118.86	0.00	881.14	11.89
10-411-2210 Contractual Services	43,455	3,273.95	21,256.60	0.00	22,198.40	48.92
10-411-2212 Contractual-Plan Review	0	3,776.10	4,959.10	0.00	(4,959.10)	0.00
10-411-2300 Operating Supplies	750	32.99	242.98	0.00	507.02	32.40
10-411-2302 Office Supplies	1,000	0.00	444.48	0.00	555.52	44.45
10-411-2310 Miscellaneous/Sundry	500	0.00	0.00	0.00	500.00	0.00
10-411-2312 Minor Equipment	275	0.00	250.85	0.00	24.15	91.22
10-411-2316 Postage	750	0.00	200.00	0.00	550.00	26.67
TOTAL Other Expenses	51,452	7,357.49	28,474.06	0.00	22,977.94	55.34
TOTAL Building/Codes	87,362	10,125.09	45,602.14	0.00	41,759.86	52.20

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund

DEPARTMENT - Municipal Court

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-412-1100 Salaries - Court Clerk	34,445	2,649.60	17,177.60	0.00	17,267.40	49.87
10-412-1101 Overtime - Court Clerk	100	0.00	0.00	0.00	100.00	0.00
10-412-1108 Longevity Pay	600	600.00	600.00	0.00	0.00	100.00
TOTAL Salaries	35,145	3,249.60	17,777.60	0.00	17,367.40	50.58
Other Personnel Costs						
10-412-1200 SS & Medicare	2,689	248.59	1,360.01	0.00	1,328.99	50.58
10-412-1300 Employee Health Insurance	7,850	1,001.26	4,083.06	0.00	3,766.94	52.01
10-412-1400 Retirement	0	0.00	15.88	0.00	15.88	0.00
10-412-1500 Unemployment Insurance	42	0.00	0.00	0.00	42.00	0.00
TOTAL Other Personnel Costs	10,581	1,249.85	5,458.95	0.00	5,122.05	51.59
Other Expenses						
10-412-2002 Education & Training	500	0.00	0.00	0.00	500.00	0.00
10-412-2014 W.Comp Insurance	75	0.00	0.00	0.00	75.00	0.00
10-412-2106 Publicity,Subscriptions&Due	100	0.00	0.00	0.00	100.00	0.00
10-412-2210 Contractual Services	3,000	140.00	3,019.51	0.00	19.51	100.65
10-412-2300 Operating Supplies	500	0.00	107.00	0.00	393.00	21.40
10-412-2302 Office Supplies	500	0.00	54.54	0.00	445.46	10.91
10-412-2310 Miscellaneous/Sundry	3,500	567.12	2,716.57	0.00	783.43	77.62
10-412-2312 Minor Equipment-Court	0	829.03	1,600.34	0.00	1,600.34	0.00
10-412-4014 City Judge	6,000	1,000.00	3,250.00	0.00	2,750.00	54.17
TOTAL Other Expenses	14,175	2,536.15	10,747.96	0.00	3,427.04	75.82
TOTAL Municipal Court	59,901	7,035.60	33,984.51	0.00	25,916.49	56.73

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund
DEPARTMENT - Police Dept

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-421-1100 Salaries - Dispatch/Records	33,160	2,470.40	16,016.00	0.00	17,144.00	48.30
10-421-1105 Salaries - Police	642,175	51,770.65	320,973.35	0.00	321,201.65	49.98
10-421-1106 Overtime - Police	17,000	569.78	15,506.90	0.00	1,493.10	91.22
10-421-1107 O.T. GHSO Grant/Traffic Enf	5,000	0.00	1,246.86	0.00	3,753.14	24.94
10-421-1108 Longevity Pay	5,650	5,550.00	5,550.00	0.00	100.00	98.23
TOTAL Salaries	702,985	60,360.83	359,293.11	0.00	343,691.89	51.11
Other Personnel Costs						
10-421-1200 SS & Medicare	53,778	4,464.65	26,543.93	0.00	27,234.07	49.36
10-421-1300 Employee Health Insurance	163,404	19,342.64	80,316.86	0.00	83,087.14	49.15
10-421-1400 Retirement	0	0.00	309.63	0.00	309.63	0.00
10-421-1500 Unemployment Insurance	1,184	0.00	53.59	0.00	1,130.41	4.53
TOTAL Other Personnel Costs	218,366	23,807.29	107,224.01	0.00	111,141.99	49.10
Other Expenses						
10-421-2000 Other Medical Expense	1,200	110.00	600.00	0.00	600.00	50.00
10-421-2002 Education & Training	10,000	0.00	7,834.36	0.00	2,165.64	78.34
10-421-2014 W.Comp Insurance	40,263	0.00	0.00	0.00	40,263.00	0.00
10-421-2100 Utilities	600	41.33	371.72	0.00	228.28	61.95
10-421-2102 Telephone & jetpacks	10,034	997.55	4,725.81	0.00	5,308.19	47.10
10-421-2104 Gas, Oil, Diesel Fuel	40,000	2,896.06	14,029.83	0.00	25,970.17	35.07
10-421-2106 Publicity,Subscripts & Dues	1,000	400.00	750.00	0.00	250.00	75.00
10-421-2202 Vehicle Repair&Maintenance	25,000	2,202.40	17,159.41	0.00	7,840.59	68.64
10-421-2204 Equip Repair & Maintenance	4,000	0.00	0.00	0.00	4,000.00	0.00
10-421-2210 Contractual Services	12,300	690.70	8,228.20	0.00	4,071.80	66.90
10-421-2212 SCECC Contractual Svc	190,000	0.00	32,515.35	0.00	157,484.65	17.11
10-421-2300 Operating Supplies	7,000	0.00	2,399.53	0.00	4,600.47	34.28
10-421-2302 Office Supplies	2,000	39.99	802.16	0.00	1,197.84	40.11
10-421-2310 Miscellaneous/Sundry	500	12.52	198.52	0.00	301.48	39.70
10-421-2312 Minor Equipment-Police	7,300	59.99	1,511.82	0.00	5,788.18	20.71
10-421-2316 Postage	100	0.00	0.00	0.00	100.00	0.00
10-421-2324 Clothing & Uniforms	10,000	1,277.16	4,816.08	0.00	5,183.92	48.16
10-421-2332 Meals & Entertainment	0	0.00	167.26	0.00	167.26	0.00
10-421-4002 Vehicle Towing Service	3,000	348.00	983.00	0.00	2,017.00	32.77
10-421-6014 Machinery&Equipment-Police	108,817	0.00	10,500.00	0.00	98,317.00	9.65
TOTAL Other Expenses	473,114	9,075.70	107,593.05	0.00	365,520.95	22.74
TOTAL Police Dept	1,394,465	93,243.82	574,110.17	0.00	820,354.83	41.17

10 -General Fund
DEPARTMENT - Fire Dept

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-422-1100 Salaries - Fire Department	98,394	7,181.18	47,455.97	0.00	50,938.03	48.23
10-422-1105 Volunteer Pay	35,000	9,822.00	9,822.00	0.00	25,178.00	28.06
10-422-1108 Longevity Pay	900	900.00	900.00	0.00	0.00	100.00
TOTAL Salaries	134,294	17,903.18	58,177.97	0.00	76,116.03	43.32
Other Personnel Costs						
10-422-1200 SS & Medicare	10,273	1,342.10	4,272.24	0.00	6,000.76	41.59
10-422-1300 Employee Health Insurance	19,000	2,387.42	9,944.17	0.00	9,055.83	52.34
10-422-1400 Retirement	0	0.00	43.74	0.00	43.74	0.00
10-422-1500 Unemployment Insurance	84	0.00	0.00	0.00	84.00	0.00
TOTAL Other Personnel Costs	29,357	3,729.52	14,260.15	0.00	15,096.85	48.57
Other Expenses						
10-422-2000 Other Medical Expense	0	0.00	50.00	0.00	50.00	0.00
10-422-2002 Education & Training	5,000	0.00	873.80	0.00	4,126.20	17.48
10-422-2014 W.Comp Insurance	7,072	0.00	0.00	0.00	7,072.00	0.00
10-422-2100 Utility Services	7,500	363.02	2,491.03	0.00	5,008.97	33.21
10-422-2102 Telephone & aircards	2,400	251.58	958.47	0.00	1,441.53	39.94
10-422-2104 Gas, Oil, Diesel Fuel	6,000	333.86	2,202.63	0.00	3,797.37	36.71
10-422-2106 Publicity,Subscripts & Dues	2,500	0.00	200.00	0.00	2,300.00	8.00
10-422-2202 Vehicle Repair&Maintenance	15,000	39.69	7,563.01	0.00	7,436.99	50.42
10-422-2204 Equip. Repair & Maintenance	5,000	0.00	165.00	0.00	4,835.00	3.30
10-422-2206 Bldg Repair & Maint - Sta 2	2,000	9.66	575.42	0.00	1,424.58	28.77
10-422-2210 Contractual Services	18,632	350.55	9,201.81	0.00	9,430.19	49.39
10-422-2300 Operating Supplies	7,000	0.00	1,012.52	0.00	5,987.48	14.46
10-422-2302 Office Supplies	1,000	0.00	92.20	0.00	907.80	9.22
10-422-2310 Miscellaneous/Sundry	1,000	0.00	0.00	0.00	1,000.00	0.00
10-422-2312 Minor Equipment-Fire	6,072	0.00	68,798.96	0.00	62,726.96	1,133.05
10-422-2314 Minor Equip-Turnout Gear	15,000	0.00	0.00	0.00	15,000.00	0.00
10-422-2316 Postage	100	0.00	0.00	0.00	100.00	0.00
10-422-2324 Clothing & Uniforms	4,000	1,099.67	1,099.67	0.00	2,900.33	27.49
10-422-2332 Meals & Entertainment	300	84.34	84.34	0.00	215.66	28.11
10-422-4026 Promotional/Fire Prevention	1,000	0.00	831.50	0.00	168.50	83.15
10-422-6004 Debt Svc-Fire Engine	44,600	770.98	39,974.62	0.00	4,625.38	89.63
10-422-6014 Machinery & Equipment-Fire	73,910	0.00	0.00	0.00	73,910.00	0.00
TOTAL Other Expenses	225,086	2,577.31	136,174.98	0.00	88,911.02	60.50
TOTAL Fire Dept	388,737	24,210.01	208,613.10	0.00	180,123.90	53.66

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund
DEPARTMENT - Development Services

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-440-1100 Salaries - Development Svcs	68,000	0.00	19,082.66	0.00	48,917.34	28.06
10-440-1108 Longevity Pay	150	0.00	0.00	0.00	150.00	0.00
TOTAL Salaries	68,150	0.00	19,082.66	0.00	49,067.34	28.00
Other Personnel Costs						
10-440-1200 SS & Medicare	5,213	0.00	1,392.98	0.00	3,820.02	26.72
10-440-1300 Employee Health Insurance	10,800	0.00	2,523.75	0.00	8,276.25	23.37
10-440-1400 Retirement	0	0.00	10.43	0.00	(10.43)	0.00
10-440-1500 Unemployment Ins.	28	0.00	0.00	0.00	28.00	0.00
TOTAL Other Personnel Costs	16,041	0.00	3,927.16	0.00	12,113.84	24.48
Other Expenses						
10-440-2002 Education & Training	2,000	0.00	0.00	0.00	2,000.00	0.00
10-440-2010 P&Z (& Recording Fees)	1,000	0.00	0.00	0.00	1,000.00	0.00
10-440-2014 W.Comp Insurance	151	0.00	0.00	0.00	151.00	0.00
10-440-2102 Telephone/Internet	684	119.34	357.81	0.00	326.19	52.31
10-440-2104 Gas & Oil	1,000	2.00	200.80	0.00	799.20	20.08
10-440-2106 Publicity, Subscriptions & Due	1,000	0.00	560.00	0.00	440.00	56.00
10-440-2202 Vehicle Repair & Maintenance	1,000	0.00	71.10	0.00	928.90	7.11
10-440-2204 Equipment Repair & Maint	500	0.00	0.00	0.00	500.00	0.00
10-440-2210 Contractual Services	2,327	2,018.95	4,094.75	0.00	(1,767.75)	175.97
10-440-2300 Operating Supplies	200	0.00	70.00	0.00	130.00	35.00
10-440-2302 Office Supplies	500	0.00	67.99	0.00	432.01	13.60
10-440-2312 Minor Equipment	1,000	0.00	931.91	0.00	68.09	93.19
10-440-2324 Clothing & Uniforms	300	0.00	0.00	0.00	300.00	0.00
10-440-2332 Meals & Entertainment	300	0.00	0.00	0.00	300.00	0.00
10-440-4000 Professional Services	5,000	0.00	0.00	0.00	5,000.00	0.00
10-440-4014 Legal Services	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL Other Expenses	18,962	2,140.29	6,354.36	0.00	12,607.64	33.51
TOTAL Development Services	103,153	2,140.29	29,364.18	0.00	73,788.82	28.47

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

10 -General Fund
DEPARTMENT - Community Ctr/Parks

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
10-444-1100 Salaries - Parks	70,871	2,720.00	23,628.50	0.00	47,242.50	33.34
10-444-1101 Overtime - Parks	1,000	0.00	0.00	0.00	1,000.00	0.00
10-444-1108 Longevity Pay	1,300	800.00	800.00	0.00	500.00	61.54
TOTAL Salaries	73,171	3,520.00	24,428.50	0.00	48,742.50	33.39
Other Personnel Costs						
10-444-1200 SS & Medicare	5,598	265.49	1,816.46	0.00	3,781.54	32.45
10-444-1300 Employee Health Insurance	18,600	1,001.26	4,933.51	0.00	13,666.49	26.52
10-444-1400 Retirement	0	0.00	8.67	0.00	8.67	0.00
10-444-1500 Unemployment Ins.	84	0.00	0.00	0.00	84.00	0.00
TOTAL Other Personnel Costs	24,282	1,266.75	6,758.64	0.00	17,523.36	27.83
Other Expenses						
10-444-2014 W.Comp Insurance	1,886	0.00	0.00	0.00	1,886.00	0.00
10-444-2100 Utilities	15,000	1,278.23	6,389.09	0.00	8,610.91	42.59
10-444-2102 Telephone&Internet	2,700	292.81	1,369.61	0.00	1,330.39	50.73
10-444-2104 Gas & Oil	200	0.00	0.00	0.00	200.00	0.00
10-444-2106 Publicity, Subscriptions,Du	205	0.00	0.00	0.00	205.00	0.00
10-444-2204 Equip Repair&Maintenance	1,500	0.00	0.00	0.00	1,500.00	0.00
10-444-2206 Bldg Repair & Maintenance	10,000	41.96	2,188.78	0.00	7,811.22	21.89
10-444-2207 Parks Property Maintenance	21,000	9.96	1,809.96	0.00	19,190.04	8.62
10-444-2210 Contractual Services	9,227	785.00	17,241.95	0.00	8,014.95	186.86
10-444-2300 Operating Supplies	2,000	506.95	1,144.49	0.00	855.51	57.22
10-444-2302 Office Supplies	500	0.00	160.46	0.00	339.54	32.09
10-444-2310 Miscellaneous/Sundry	1,000	37.92	226.16	0.00	773.84	22.62
10-444-2312 Minor Equipment-C.Center	1,000	0.00	1,557.55	0.00	557.55	155.76
10-444-2322 Interest Exp - C.Ctr Loan	12,000	611.66	4,469.07	0.00	7,530.93	37.24
10-444-2332 Meals & Entertainment	0	0.00	53.96	0.00	53.96	0.00
10-444-3000 Special Events	11,000	124.58	646.98	0.00	10,353.02	5.88
10-444-6000 Building Imp's-C.Ctr	4,000	0.00	4,900.00	0.00	900.00	122.50
10-444-6004 Debt Svc-Comm.Ctr Loan Pmt	134,000	11,084.12	65,986.16	0.00	68,013.84	49.24
10-444-6018 Park Dev/Playgrounds&Imp's	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL Other Expenses	287,218	14,773.19	108,144.22	0.00	179,073.78	37.65
TOTAL Community Ctr/Parks	384,671	19,559.94	139,331.36	0.00	245,339.64	36.22
TOTAL EXPENDITURES	6,303,840	290,356.39	1,440,777.47	0.00	4,863,062.53	22.86
REVENUE OVER/ (UNDER) EXPENDITURES	0	478,710.06	3,155,384.74	0.00	(3,155,384.74)	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

20 -Sewer Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000	Sewer Fund - Farmers Bank	609,258.53
1001	Phase II Sewer - Farmers Bk	587,770.09
1005	Sewer Fund MM-Farmers Bk	346,596.18
Total Checking/Savings		1,543,624.80

Current Assets

1100	Cash Reserves - State of TN	24.00
1110	Cash on Hand-Petty Cash	300.00
1200	Accounts Receivable	110,515.16
1201	Allowance For Uncollectible	(165,444.76)
1202	A/R - KVS Bad Debt	45,432.44
1203	A/R - Incode Bad Debt	119,225.29
1204	UNAPPLIED CREDITS	(7,069.51)
1220	A/R - Other	78,322.44
1260	Postage Dep (Utility Billing)	1,830.40
1300	Inventory Asset	31,835.74
Total Current Assets		214,971.20

Total Current Assets 1,758,596.00Other AssetsFixed Assets

1400	Land - City Hall	47,268.00
1401	Buildings	134,211.59
1402	Furniture & Equipment	264,285.72
1403	Vehicles	239,895.71
1406	Sewer Collection System	8,813,194.88
1407	Construction in Progress	463,577.13
1450	Net Pension Asset	32,793.00
1455	Deferred Outflows for Pension	5,974.69
1499	Accumulated Depreciation	(4,530,814.21)
Total Fixed Assets		5,470,386.51

Transfers

1610	Due To / From General Fund	(54,440.34)
1630	Due To / From Street Fund	44.50
1640	Due To / From Solid Waste Fund	(225,349.19)
1660	Due To / From Stormwater Fund	(76,798.58)
Total Transfers		(356,543.61)

Total Other Assets 5,113,842.90

TOTAL ASSETS 6,872,438.90

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BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

20 -Sewer Fund

BALANCE

LIABILITIES & EQUITY

=====

Current LiabilitiesCurrent Liabilities

2001	A/P - Other	52.23
2030	REFUNDS PAYABLE	28.00
2101	Accrued Wages Payable	2,197.21
2108	Accrued SS & Medicare	168.09
2109	Accrued Compensated Absences	4,692.45
2250	Deferred Inflows for Pension	12,255.00
Total Current Liabilities		19,392.98

Total Current Liabilities	19,392.98
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Long Term LiabilitiesLong Term Liabilities

2460	SRF Loan Payable-LT	135,949.00
Total Long Term Liabilities		135,949.00

Total Long Term Liabilities	135,949.00
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TOTAL LIABILITIES	155,341.98
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Equity

2700	Retained Earnings	185,613.37
2710	Fund Balance/Net Assets	969,115.93
2713	Net Assets/Capital & Debt	5,225,785.44
Net Income		336,582.18

Total Equity	6,717,096.92
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TOTAL LIABILITIES & EQUITY	6,872,438.90
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20 -Sewer Fund
DEPARTMENT - Sewer

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
20-522-1100 Salaries - Sewer	108,168	5,456.34	36,325.69	0.00	71,842.31	33.58
20-522-1101 Overtime - Sewer	6,000	244.50	3,338.76	0.00	2,661.24	55.65
20-522-1108 Longevity Pay	3,300	1,500.00	1,500.00	0.00	1,800.00	45.45
TOTAL Salaries	117,468	7,200.84	41,164.45	0.00	76,303.55	35.04
Other Personnel Costs						
20-522-1200 SS & Medicare	8,986	549.86	3,132.87	0.00	5,853.13	34.86
20-522-1300 Employee Health Insurance	35,000	2,002.52	6,933.40	0.00	28,066.60	19.81
20-522-1400 Retirement	0	0.00	67.98	0.00	67.98	0.00
20-522-1500 Unemployment Insurance	210	0.00	0.00	0.00	210.00	0.00
TOTAL Other Personnel Costs	44,196	2,552.38	10,134.25	0.00	34,061.75	22.93
Other Expenses						
20-522-2000 Other Medical Expense	0	0.00	486.50	0.00	486.50	0.00
20-522-2002 Education & Training	2,300	0.00	0.00	0.00	2,300.00	0.00
20-522-2014 Worker's Comp Insurance	5,063	0.00	0.00	0.00	5,063.00	0.00
20-522-2016 Liability & Property Ins.	13,000	0.00	0.00	0.00	13,000.00	0.00
20-522-2100 Utilities	14,000	965.63	5,711.66	0.00	8,288.34	40.80
20-522-2102 Telephone	1,100	183.54	550.23	0.00	549.77	50.02
20-522-2104 Gas, Oil, Diesel Fuel	8,000	436.74	2,310.25	0.00	5,689.75	28.88
20-522-2106 Publicity, Subscripts & Dues	2,800	208.25	254.95	0.00	2,545.05	9.11
20-522-2200 System Rep&Maintenance	17,000	0.00	934.00	0.00	16,066.00	5.49
20-522-2202 Vehicle Repair&Maintenance	7,000	0.00	912.91	0.00	6,087.09	13.04
20-522-2204 Equip. Repair & Maintenance	5,600	75.00	75.00	0.00	5,525.00	1.34
20-522-2206 Bldg Repair & Maintenance	0	52.28	52.28	0.00	52.28	0.00
20-522-2210 Contractual Services	18,232	1,140.59	8,962.53	0.00	9,269.47	49.16
20-522-2300 Operating Supplies	20,000	1,928.33	11,093.82	0.00	8,906.18	55.47
20-522-2302 Office Supplies	1,000	92.22	719.37	0.00	280.63	71.94
20-522-2310 Miscellaneous/Sundry	7,500	1,009.72	4,780.81	0.00	2,719.19	63.74
20-522-2312 Minor Equipment-Sewer	2,808	300.00	528.99	0.00	2,279.01	18.84
20-522-2316 Postage	500	0.00	200.00	0.00	300.00	40.00
20-522-2324 Clothing & Uniforms	2,000	0.00	83.28	0.00	1,916.72	4.16
20-522-2706 Payments In Lieu Of Taxes	29,200	0.00	0.00	0.00	29,200.00	0.00
20-522-2708 Depreciation	246,000	0.00	0.00	0.00	246,000.00	0.00
20-522-4000 Professional Services	2,500	0.00	0.00	0.00	2,500.00	0.00
20-522-4004 Sewage Transport-G'ville	130,000	12,599.24	52,121.16	0.00	77,878.84	40.09
20-522-4006 Sewage Treatment-Metro	301,000	27,988.62	99,754.53	0.00	201,245.47	33.14
20-522-4008 WHUD Readings	11,400	963.00	3,839.50	0.00	7,560.50	33.68
20-522-4010 Pretreatment (Odor Control)	25,000	0.00	8,268.00	0.00	16,732.00	33.07
20-522-4016 Accounting & Auditing	4,500	0.00	0.00	0.00	4,500.00	0.00
20-522-5006 Debt Svc-State Rev Loan	23,971	41.90	251.40	0.00	23,719.60	1.05
20-522-6002 Syst Upgrade-Phl/Investigat	7,500	0.00	1,136.50	0.00	6,363.50	15.15
20-522-6006 Pumps (System r&m)	70,000	12,349.26	41,455.66	0.00	28,544.34	59.22
20-522-6014 Machinery&Equipment-Swr	87,000	0.00	0.00	0.00	87,000.00	0.00
TOTAL Other Expenses	1,065,974	60,334.32	244,483.33	0.00	821,490.67	22.94
TOTAL Sewer	1,227,638	70,087.54	295,782.03	0.00	931,855.97	24.09

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

20 -Sewer Fund
DEPARTMENT - Sewer

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	1,227,638	70,087.54	295,782.03	0.00	931,855.97	24.09
REVENUE OVER/ (UNDER) EXPENDITURES	0	27,595.81	336,582.18	0.00 (336,582.18)	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

30 -Street Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000 State Street Aid Fund-Farmers	197,323.83
1002 Road Maint.Fund-Farmers Bank	25,531.46
Total Checking/Savings	222,855.29

Current Assets

1220 A/R - Other	19,467.03
1300 Inventory	2,629.94
Total Current Assets	22,096.97

Total Current Assets	244,952.26
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Other AssetsFixed AssetsTransfers

1610 Due To / From General Fund	101,954.46
1620 Due To / From Sewer Fund	(44.50)
1660 Due To / From Stormwater Fund	100.00
Total Transfers	102,009.96

Total Other Assets	102,009.96
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TOTAL ASSETS	346,962.22
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LIABILITIES & EQUITY

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Current LiabilitiesCurrent LiabilitiesLong Term Liabilities

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Equity

2700 Retained Earnings	(263,854.85)
2720 Fund Balance-Nonspendable	2,629.94
2740 Fund Balance-Committed	564,284.84
Net Income	43,902.29

Total Equity	346,962.22
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1-17-2020

CITY OF MILLERSVILLE

PAGE: 2

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

30 -Street Fund

BALANCE

TOTAL LIABILITIES & EQUITY

346,962.22

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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

30 -Street Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Street Revenue						
30-3030 State Gas-Motor Fuel Tax	247,940	0.00	53,155.33	0.00	194,784.67	21.44
30-3032 State Gas 1989 Tax	0	0.00	8,458.58	0.00	8,458.58	0.00
30-3034 State Gas 3 Cent Tax	0	0.00	15,673.14	0.00	15,673.14	0.00
30-3036 State Gas 2017 Improve Tax	0	0.00	24,470.72	0.00	24,470.72	0.00
30-3100 Road Maintenance Fees	7,000	0.00	1,901.60	0.00	5,098.40	27.17
30-3501 Interest Earned	450	40.36	227.23	0.00	222.77	50.50
30-3600 Grant Proceeds	87,000	0.00	0.00	0.00	87,000.00	0.00
TOTAL Street Revenue	342,390	40.36	103,886.60	0.00	238,503.40	30.34
Transfers						
30-3711 From Fund Balance-Street Fund	153,880	0.00	0.00	0.00	153,880.00	0.00
TOTAL Transfers	153,880	0.00	0.00	0.00	153,880.00	0.00
TOTAL REVENUE	496,270	40.36	103,886.60	0.00	392,383.40	20.93

30 -Street Fund
DEPARTMENT - Street

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
30-431-1101 Overtime - Street	0	94.50	388.26	0.00 (	388.26)	0.00
TOTAL Salaries	0	94.50	388.26	0.00 (	388.26)	0.00
Other Personnel Costs						
30-431-1200 SS & Medicare	0	7.15	29.08	0.00 (	29.08)	0.00
30-431-1400 Retirement	0	0.00	1.22	0.00 (	1.22)	0.00
TOTAL Other Personnel Costs	0	7.15	30.30	0.00 (	30.30)	0.00
Other Expenses						
30-431-2016 Liability & Property Ins.	4,600	0.00	0.00	0.00	4,600.00	0.00
30-431-2104 Gas, Oil, Diesel Fuel	3,000	139.58	746.08	0.00	2,253.92	24.87
30-431-2110 Street Lighting	35,000	2,853.97	14,581.80	0.00	20,418.20	41.66
30-431-2204 Equip. Repair & Maintenance	7,500	248.17	292.70	0.00	7,207.30	3.90
30-431-2208 Street Repair & Maintenance	2,500	0.00	916.00	0.00	1,584.00	36.64
30-431-2210 Contractual Services	0	56.85	373.28	0.00 (	373.28)	0.00
30-431-2300 Operating Supplies	500	0.00	74.94	0.00	425.06	14.99
30-431-2306 Salt Supplies	4,000	0.00	0.00	0.00	4,000.00	0.00
30-431-2308 Rock, Gravel & Sand	900	0.00	0.00	0.00	900.00	0.00
30-431-2310 Miscellaneous/Sundry	870	0.00	0.00	0.00	870.00	0.00
30-431-2312 Minor Equipment-Street	300	0.00	0.00	0.00	300.00	0.00
30-431-2318 Sign Parts & Supplies	5,000	0.00	71.90	0.00	4,928.10	1.44
30-431-4000 Professional Services	24,100	0.00	24,149.05	0.00 (	49.05)	100.20
30-431-6020 Street Paving	300,000	0.00	0.00	0.00	300,000.00	0.00
30-431-6025 Streetscape Capital Proj.	108,000	10,800.00	18,360.00	0.00	89,640.00	17.00
TOTAL Other Expenses	496,270	14,098.57	59,565.75	0.00	436,704.25	12.00
TOTAL Street	496,270	14,200.22	59,984.31	0.00	436,285.69	12.09
TOTAL EXPENDITURES	496,270	14,200.22	59,984.31	0.00	436,285.69	12.09
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	14,159.86)	43,902.29	0.00 (	43,902.29)	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

40 -Solid Waste Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000 Solid Waste Fund - Farmers Bk	228,460.79
Total Checking/Savings	228,460.79

Current Assets

1200 Accounts Receivable	42,955.11
1201 Allowance for Bad Debt	(23,971.42)
1203 A/R - Incode Bad Debt	29,338.95
1300 Inventory	4,473.20
Total Current Assets	52,795.84

Total Current Assets 281,256.63Other AssetsTransfers

1610 Due To / From General Fund	(78,595.22)
1620 Due To / From Sewer Fund	225,349.19
Total Transfers	146,753.97

Total Other Assets 146,753.97

TOTAL ASSETS 428,010.60

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LIABILITIES & EQUITY

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Current LiabilitiesCurrent Liabilities

2001 A/P - Other	49.51
2101 Accrued Wages Payable	2,794.96
2108 Accrued SS & Medicare	213.81
2200 Deferred Revenue	36,981.50
Total Current Liabilities	40,039.78

Total Current Liabilities 40,039.78Long Term Liabilities

TOTAL LIABILITIES 40,039.78

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1-17-2020

CITY OF MILLERSVILLE

PAGE: 2

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

40 -Solid Waste Fund

BALANCE

Equity

2700	Retained Earnings	(	109,032.76)
2720	Fund Balance-Nonspendable		4,473.20
2730	Fund Balance-Restricted		460,420.66
	Net Income		32,109.72

Total Equity	387,970.82
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TOTAL LIABILITIES & EQUITY	428,010.60
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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

40 -Solid Waste Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>User Fees</u>						
40-3000 User Fees	464,000	39,020.61	229,105.83	0.00	234,894.17	49.38
TOTAL User Fees	<u>464,000</u>	<u>39,020.61</u>	<u>229,105.83</u>	<u>0.00</u>	<u>234,894.17</u>	<u>49.38</u>
<u>Other Revenue</u>						
40-3500 Sale of Recyclables	3,000	0.00	308.70	0.00	2,691.30	10.29
40-3501 Interest Income	500	44.76	276.64	0.00	223.36	55.33
TOTAL Other Revenue	<u>3,500</u>	<u>44.76</u>	<u>585.34</u>	<u>0.00</u>	<u>2,914.66</u>	<u>16.72</u>
<u>Transfers</u>						
40-3711 From Fund Balance-SW Fund	59,213	0.00	0.00	0.00	59,213.00	0.00
TOTAL Transfers	<u>59,213</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,213.00</u>	<u>0.00</u>
<u>TOTAL REVENUE</u>	<u>526,713</u>	<u>39,065.37</u>	<u>229,691.17</u>	<u>0.00</u>	<u>297,021.83</u>	<u>43.61</u>

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

40 -Solid Waste Fund
DEPARTMENT - Solid Waste

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries						
40-432-1100 Salaries - Solid Waste	97,755	7,487.80	51,132.75	0.00	46,622.25	52.31
40-432-1101 Overtime - Solid Waste	1,500	0.00	0.00	0.00	1,500.00	0.00
40-432-1108 Longevity Pay	1,150	2,125.00	2,125.00	0.00	(975.00)	184.78
TOTAL Salaries	100,405	9,612.80	53,257.75	0.00	47,147.25	53.04
Other Personnel Costs						
40-432-1200 SS & Medicare	7,681	721.83	3,994.47	0.00	3,686.53	52.00
40-432-1300 Employee Health Insurance	30,000	3,715.87	16,097.00	0.00	13,903.00	53.66
40-432-1400 Retirement	0	0.00	43.74	0.00	(43.74)	0.00
40-432-1500 Unemployment Insurance	84	0.00	17.68	0.00	66.32	21.05
TOTAL Other Personnel Costs	37,765	4,437.70	20,152.89	0.00	17,612.11	53.36
Other Expenses						
40-432-2014 Worker's Comp. Insurance	5,976	0.00	0.00	0.00	5,976.00	0.00
40-432-2016 Liability & Property Ins.	7,000	0.00	0.00	0.00	7,000.00	0.00
40-432-2104 Gas, Oil, Diesel Fuel	6,000	87.25	1,228.01	0.00	4,771.99	20.47
40-432-2106 Publicity, Subscript's & Due	3,000	0.00	3,000.00	0.00	0.00	100.00
40-432-2202 Vehicle/Equipment rfm	7,000	0.00	2,004.19	0.00	4,995.81	28.63
40-432-2210 Contractual Services	10,510	481.59	5,579.86	0.00	4,930.14	53.09
40-432-2300 Operating Supplies	1,000	0.00	16.54	0.00	983.46	1.65
40-432-2302 Office Supplies	200	0.00	0.00	0.00	200.00	0.00
40-432-2310 Miscellaneous/Sundry	200	0.00	0.00	0.00	200.00	0.00
40-432-2316 Postage	500	0.00	200.00	0.00	300.00	40.00
40-432-2324 Clothing & Uniforms	1,000	0.00	0.00	0.00	1,000.00	0.00
40-432-4002 Contractual Svc-Waste Ind.	267,157	44,755.14	110,242.72	0.00	156,914.28	41.27
40-432-4016 Accounting & Auditing	1,000	0.00	0.00	0.00	1,000.00	0.00
40-432-4026 Disposal Fees	18,000	385.05	1,899.49	0.00	16,100.51	10.55
40-432-6014 Machinery&Equipment-SW	60,000	0.00	0.00	0.00	60,000.00	0.00
TOTAL Other Expenses	388,543	45,709.03	124,170.81	0.00	264,372.19	31.96
TOTAL Solid Waste	526,713	59,759.53	197,581.45	0.00	329,131.55	37.51
TOTAL EXPENDITURES	526,713	59,759.53	197,581.45	0.00	329,131.55	37.51
REVENUE OVER/ (UNDER) EXPENDITURES	0 (20,694.16)	32,109.72	0.00 (32,109.72)	0.00

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CITY OF MILLERSVILLE

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BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

50 -Drug Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000 Drug Fund - Farmers Bank	16,322.46
1001 Drug Fund Escrow Acct-Farmers	48,662.52
Total Checking/Savings	64,984.98

Current Assets

1110 Cash on Hand - Petty Cash	245.00
Total Current Assets	245.00

Total Current Assets	65,229.98
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Other AssetsTransfers

1610 Due To / From General Fund	21,891.36
Total Transfers	21,891.36

Total Other Assets	21,891.36
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TOTAL ASSETS	87,121.34
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LIABILITIES & EQUITY

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Current LiabilitiesCurrent Liabilities

2002 DF Escrow Pending Acct	48,662.52
Total Current Liabilities	48,662.52

Total Current Liabilities	48,662.52
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Long Term Liabilities

TOTAL LIABILITIES	48,662.52
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Equity

2700 Retained Earnings	(22,981.92)
2730 Fund Balance-Restricted	28,601.02
Net Income	32,839.72

Total Equity	38,458.82
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CITY OF MILLERSVILLE

PAGE: 2

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

50 -Drug Fund

BALANCE

TOTAL LIABILITIES & EQUITY

87,121.34

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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

50 -Drug Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Drug Fund Donations						
50-3101 Donations	0	1,000.00	2,500.00	0.00	(2,500.00)	0.00
TOTAL Drug Fund Donations	0	1,000.00	2,500.00	0.00	(2,500.00)	0.00
Drug Fines/Fees						
50-3200 Drug Fines	7,000	57.00	3,403.44	0.00	3,596.56	48.62
50-3222 Impound Storage Fees	7,000	0.00	5,535.00	0.00	1,465.00	79.07
TOTAL Drug Fines/Fees	14,000	57.00	8,938.44	0.00	5,061.56	63.85
Other Drug Revenue						
50-3501 Interest Income	80	2.81	23.36	0.00	56.64	29.20
50-3504 Miscellaneous Income	0	0.00	2,890.00	0.00	(2,890.00)	0.00
50-3505 Insurance Proceeds	18,190	0.00	18,790.18	0.00	(600.18)	103.30
50-3507 Seizure/Forfeit/Auction	10,000	0.00	1,785.05	0.00	8,214.95	17.85
TOTAL Other Drug Revenue	28,270	2.81	23,488.59	0.00	4,781.41	83.09
Transfers						
TOTAL REVENUE	42,270	1,059.81	34,927.03	0.00	7,342.97	82.63

50 -Drug Fund
DEPARTMENT - Drug

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Other Personnel Costs						
Other Expenses						
50-451-2312 Minor Equipment-Drug	40,230	0.00	633.82	0.00	39,596.18	1.58
50-451-2320 Bank Service Charge	40	0.00	0.00	0.00	40.00	0.00
50-451-2712 Other Drug Related Expenses	2,000	0.00	1,453.49	0.00	546.51	72.67
TOTAL Other Expenses	42,270	0.00	2,087.31	0.00	40,182.69	4.94
TOTAL Drug	42,270	0.00	2,087.31	0.00	40,182.69	4.94
TOTAL EXPENDITURES	42,270	0.00	2,087.31	0.00	40,182.69	4.94
REVENUE OVER/ (UNDER) EXPENDITURES	0	1,059.81	32,839.72	0.00 (	32,839.72)	0.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

60 -Stormwater Fund

BALANCE

ASSETS

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Current AssetsChecking/Savings

1000 Stormwater Fund - Farmers Bk	86,256.87
Total Checking/Savings	86,256.87

Current Assets

1200 Accounts Receivable	18,153.59
1203 A/R - Stormwater Bad Debt	237.17
1220 A/R - Other	11,208.00
Total Current Assets	29,598.76

Total Current Assets	115,855.63
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Other AssetsTransfers

1610 Due To / From General Fund	(18,597.52)
1620 Due To / From Sewer Fund	76,798.58
1630 Due To / From Street Fund	(100.00)
Total Transfers	58,101.06

Total Other Assets	58,101.06
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TOTAL ASSETS	173,956.69
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LIABILITIES & EQUITY

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Current LiabilitiesCurrent Liabilities

2001 A/P - Other	22.83
2101 Accrued Wages Payable	1,320.48
2108 Accrued SS & Medicare	101.02
Total Current Liabilities	1,444.33

Total Current Liabilities	1,444.33
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Long Term Liabilities

TOTAL LIABILITIES	1,444.33
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CITY OF MILLERSVILLE

PAGE: 2

BALANCE SHEET

AS OF: DECEMBER 31ST, 2019

60 -Stormwater Fund

BALANCE

Equity

2700 Retained Earnings	177,748.83
Net Income	(5,236.47)

Total Equity	172,512.36
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TOTAL LIABILITIES & EQUITY	173,956.69
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CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

60 -Stormwater Fund

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Stormwater Revenue						
60-3000 Stormwater Fees	155,000	13,049.71	78,560.75	0.00	76,439.25	50.68
TOTAL Stormwater Revenue	155,000	13,049.71	78,560.75	0.00	76,439.25	50.68
Other Revenue						
60-3200 Stormwater Fines	0	0.00	300.00	0.00 (	300.00)	0.00
60-3400 Stormwater Permits/Fees	2,500	0.00	400.00	0.00	2,100.00	16.00
60-3501 Interest Income	180	15.95	103.70	0.00	76.30	57.61
60-3504 Miscellaneous Income	500	0.00	0.00	0.00	500.00	0.00
TOTAL Other Revenue	3,180	15.95	803.70	0.00	2,376.30	25.27
Transfers						
60-3711 From Fund Balance-StWr	17,313	0.00	0.00	0.00	17,313.00	0.00
TOTAL Transfers	17,313	0.00	0.00	0.00	17,313.00	0.00
TOTAL REVENUE	175,493	13,065.66	79,364.45	0.00	96,128.55	45.22

CITY OF MILLERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2019

60 -Stormwater Fund				% OF YEAR COMPLETED:		50.00	
DEPARTMENT - Stormwater Fund							
DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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Salaries							
60-461-1100 Salaries - Stormwater	63,228	3,487.97	14,681.29	0.00	48,546.71	23.22	
60-461-1101 Overtime-Stormwater	500	96.75	96.75	0.00	403.25	19.35	
60-461-1108 Longevity Pay	0	825.00	825.00	0.00	825.00	0.00	
TOTAL Salaries	63,728	4,409.72	15,603.04	0.00	48,124.96	24.48	
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Other Personnel Costs							
60-461-1200 SS & Medicare	4,837	336.81	1,187.54	0.00	3,649.46	24.55	
60-461-1300 Employee Health Insurance	14,000	0.00	0.00	0.00	14,000.00	0.00	
60-461-1400 Retirement	0	0.00	29.00	0.00	29.00	0.00	
60-461-1500 Unemployment Ins.	28	0.00	0.00	0.00	28.00	0.00	
TOTAL Other Personnel Costs	18,865	336.81	1,216.54	0.00	17,648.46	6.45	
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Other Expenses							
60-461-2000 Other Medical Expense	0	142.00	142.00	0.00	142.00	0.00	
60-461-2002 Education & Training	1,000	0.00	0.00	0.00	1,000.00	0.00	
60-461-2014 Work Comp Insurance	112	0.00	0.00	0.00	112.00	0.00	
60-461-2104 Gas & Oil	1,000	0.00	0.00	0.00	1,000.00	0.00	
60-461-2106 Publicity,Subscripts&Dues	3,800	0.00	25.00	0.00	3,775.00	0.66	
60-461-2202 Vehicle Repair&Maintenance	1,000	0.00	0.00	0.00	1,000.00	0.00	
60-461-2210 Contractual Services	3,200	9,460.08	11,671.97	0.00	8,471.97	364.75	
60-461-2300 Operating Supplies	500	0.00	0.00	0.00	500.00	0.00	
60-461-2302 Office Supplies	500	23.79	53.77	0.00	446.23	10.75	
60-461-2310 Miscellaneous/Sundry	500	0.00	0.00	0.00	500.00	0.00	
60-461-2312 Minor Equipment	1,000	0.00	0.00	0.00	1,000.00	0.00	
60-461-2324 Clothing & Uniforms	500	0.00	0.00	0.00	500.00	0.00	
60-461-4000 Professional Services	20,000	0.00	3,600.00	0.00	16,400.00	18.00	
60-461-4016 Accounting & Auditing	1,000	0.00	0.00	0.00	1,000.00	0.00	
60-461-4028 Stream Watch/Cleanup	500	0.00	0.00	0.00	500.00	0.00	
60-461-6000 System Imp's/Repair	6,000	0.00	0.00	0.00	6,000.00	0.00	
60-461-6014 Machinery&Equipment-Stwtr	52,288	0.00	52,288.60	0.00	0.60	100.00	
TOTAL Other Expenses	92,900	9,625.87	67,781.34	0.00	25,118.66	72.96	
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TOTAL Stormwater Fund		175,493	14,372.40	84,600.92	0.00	90,892.08	48.21
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TOTAL EXPENDITURES		175,493	14,372.40	84,600.92	0.00	90,892.08	48.21
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REVENUE OVER/(UNDER) EXPENDITURES		0	1,306.74	5,236.47	0.00	5,236.47	0.00